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DECLARATION OF COVENANTS AND

RESTRICTIONS

OF

BRYN MAWR CLUSTER HOMEOWNERS' ASSOCIATION

Dated AC of May 24, 1988

Approved as to legal form only

by the Law Department of the

City of Strongsville

by, Samuel J. Keliit

Assistant Director of Law.

Dated 6-30-88

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DECLARATION OF COVENANTS AND RESTRICTIONS FOR
BRYN MAWR CLUSTER HOMEOWNERS' ASSOCIATION

THIS DECLARATION made as of the 24th day of May, 1988, by BRUSCINO HOMES CORPORATION, an Ohio corporation ("Declarant") and BRYN MAWR CLUSTER HOMEOWNERS' ASSOCIATION, a non-profit Ohio corporation.

W I T N E S S E T H:

Bryn Mawr Cluster consists of an area within Huntington Park Estates, Strongsville, Ohio, reserved for development of single-family residences. The purpose of this Declaration is to (a) preserve the unique nature of Bryn Mawr Cluster within the Huntington Park Estates community, (b) provide for architectural control within Bryn Mawr Cluster with respect to the exterior architectural treatment of the homes and the adjacent grounds, (c) establish a method of maintaining the parking areas, landscaping and any other Common Area within the community, and (d) establish a method of collection of Common Costs to meet the needs of the Association.

Section 1. EXHIBITS, DEFINITIONS AND RECITALS.

(a) Exhibits.

The following Exhibits are attached to and made a part of this Declaration:

EXHIBIT A: Legal description of Bryn Mawr Cluster as shown on the Site Plan.

EXHIBIT B: Legal description of the Common Area in Bryn Mawr Cluster.

EXHIBIT C: Site Plan of Bryn Mawr Cluster which may be modified at any time by Declarant with the approval of the City.

EXHIBIT D: The Articles of Incorporation of Bryn Mawr Cluster Homeowners' Association.

EXHIBIT E: The Bylaws of Bryn Mawr Cluster Homeowners' Association.

(b) Definitions.

The following definitions are applicable to this Declaration:

(i) ASSESSMENTS, the share of Common Costs referred to in Section 13, and all "Other Charges" which from time to time shall be payable by Class A and Class B Members.

(ii) ASSOCIATION, BRYN MAWR CLUSTER HOMEOWNERS' ASSOCIATION, a non-profit Ohio corporation, its successors and assigns.

(iii) BOARD, the Board of Trustees of the Association.

(iv) BRYN MAWR CLUSTER, the land described in Exhibit A, as the same may be expanded pursuant to this Declaration.

(v) CITY, the City of Strongsville, a municipal corporation organized and existing under the laws of the State of Ohio. It is specifically acknowledged by all parties to this instrument that the City is a third party beneficiary to the provisions of this instrument and has the same authority to administer and enforce the provisions of this instrument as they relate to the common areas, storm sewers, and swales, if any, as more fully set forth herein, as does the Association and Declarant.

(vi) CLUSTER AREA, an area designated as a "Cluster Area" in the Master Declaration.

(vii) COMMON AREA, those areas described on Exhibit B attached hereto and made a part hereof which will be owned by the Association and which are designed for the use and enjoyment of all Members. Common Area shall include all common facilities, including common utilities, located within the Common Area. Common Area shall also include any signs located in the public right of way designed to identify Bryn Mawr Cluster which are not maintained by the City.

(viii) COMMON COSTS, the costs and expenses incurred by the Association (A) to maintain and repair the property and improvements required to be maintained and repaired pursuant to this Declaration, and (B) to carry out the obligations and responsibilities of the Association, as more fully described in this Declaration.

(ix) DECLARANT, Bruscano Homes Corporation, an Ohio corporation, and any successor(s) who stands in the same relation to Bryn Mawr Cluster as Bruscano Homes Corporation does upon execution hereof.

(x) DECLARATION, this Declaration of Covenants and Restrictions.

(xi) DWELLING, a building designed for or occupied as residential living quarters.

(xii) MASTER DECLARATION, the Declaration of Easements, Covenants and Restrictions for Huntington Park Estates Homeowners' Association dated as of January 1, 1978, and recorded in Volume 14871, Page 785 of Cuyahoga County Records, as said Master Declaration has been and shall be amended, which Master Declaration is superior to this instrument in every respect.

(xiii) MEMBER, a member of the Association, being the Declarant and Owners.

(xiv) OCCUPANT, a natural person who resides in a Residence.

(xv) OWNER, any person who holds, whether or not in possession, record fee simple title or a leasehold estate of fifty years or more in any Parcel within Bryn Mawr Cluster. The word "Owner" shall not include any Person holding, whether or not of record, a nonpossessory future interest or a leasehold estate having a term of less than fifty years. Further, an Owner shall not include Persons having an interest merely as security for the performance of an obligation unless and until said Person shall have acquired title pursuant to foreclosure or any act or proceeding in lieu of foreclosure.

(xvi) OWNERSHIP INTEREST, the entire right, title and interest of an Owner in all of the fee simple and leasehold estates of such Owner in Bryn Mawr Cluster.

(xvii) PARCEL, a portion of Bryn Mawr Cluster designated or to be designated on a Tax Split Map or other document approved by the Planning Commission of the City, and which is intended to have a Residence constructed thereon. There are initially thirty-two (32) Parcels in Bryn Mawr Cluster.

(xviii) PERSON, a natural person, corporation, partnership, limited partnership, trust and any other legal entity to which the law attributes the capacity of having rights and duties.

(xix) RESIDENCE, a constructed Unit located within Bryn Mawr Cluster designed for residential purposes.

(xx) RULES, such rules and regulations as may be adopted from time to time by the Board.

(xxi) SITE PLAN, the Site Plan attached as Exhibit C of this Declaration, as the same may be modified by Declarant (with the approval of the City) from time to time.

(xxii) TENANT, a Person having a possessory leasehold estate in a Residence, other than an Owner.

(xxiii) UNIT, a Dwelling or a portion thereof providing separate and complete living, cooking, sleeping, bathing and toilet facilities for one family.

(c) Recitals.

(i) Bryn Mawr Cluster consists of a portion of Huntington Park Estates and because of this, this Declaration is subject and subordinate to the Master Declaration. Bryn Mawr Cluster is a "Cluster Area" as designated in the Master Declaration. The Master Declaration specifically requires that each Cluster Area have "a declaration to be filed for record in Cuyahoga County providing easements, covenants and restrictions in the Cluster Area and providing for an Association of the Owners of Parcels in the Cluster Area which will own, manage and operate the Common Areas within the Cluster Area."

(ii) This Declaration shall be applicable to Bryn Mawr Cluster consisting of initially thirty-two (32) Units. The Declarant may (with the approval of the City) at any time or from time to time in the future expand Bryn Mawr Cluster to include more land by adding such land in its entirety at any one time or by adding subdivisions from time to time.

(iii) Section 4 of the Master Declaration contains covenants and restrictions which are applicable to all portions of Huntington Park Estates, including Bryn Mawr Cluster. The Association will have the right to enforce the covenants and restrictions set forth in the Master Declaration even though the Huntington Park Estates Homeowners' Association also has the right to enforce those covenants and restrictions.

(iv) The Master Declaration establishes an Architectural Control Committee, which Committee, except where expressly exempted, has the right to approve the construction or substantial exterior alteration or change of use of any structure in the Huntington Park Estates, including Bryn Mawr Cluster. In addition, the Board of Bryn Mawr Cluster will also have the right to approve construction, substantial exterior alteration or change of use of any facility in Bryn Mawr Cluster, including the installation or material change of any landscaping and other significant features of the land.

(v) The Huntington Park Estates Homeowners' Association is required under the Master Declaration to own, manage, operate, repair and maintain the Open Area and recreation facilities within the "Common Area" of Huntington Park Estates. In order to provide the necessary funds for these operations the Huntington Park Estates Homeowners' Association assesses all members, including the homeowners in Bryn Mawr Cluster. All persons living in Bryn Mawr Cluster should be thoroughly familiar with the Master Declaration as well as this Declaration.

(vi) This Declaration, being a mandatory requirement of the Master Declaration, and being highly desirable to manage and control the activities within Bryn Mawr Cluster which affect the occupants of Bryn Mawr Cluster, is entered into for the mutual benefit of the parties hereto and all Owners of Residences within Bryn Mawr Cluster.

NOW, THEREFORE, the parties make this Declaration with respect to the real property constituting Bryn Mawr Cluster and the parties declare that the covenants, restrictions, limitations, rights, conditions, reservations, uses, easements, charges and liens herein contained (hereinafter referred to as "Covenants and Restrictions") shall constitute covenants running with the land and shall be binding on the parties hereto and their respective grantees, transferees, successors, heirs, executors, administrators, devisees, lessees and assigns.

Section 2. REAL PROPERTY SUBJECT TO THIS DECLARATION - WITHDRAWAL OF REAL PROPERTY - ADDITION OF REAL PROPERTY.

(a) The real property within Bryn Mawr Cluster is and shall be held, transferred, assigned, sold and conveyed, subject to this Declaration.

(b) The Declarant shall have the right from time to time to withdraw real property comprising Bryn Mawr Cluster from the effect and operation of this Declaration and the covenants and restrictions set forth herein, including, without limitation, the right to convey land to the Huntington Park Estates Homeowners' Association for inclusion within the "Recreation and Open Area" of Huntington Park Estates Homeowners' Association, and the further right to modify the location, configuration, and quantity of any Common Area or any other land which may be owned by the Association or dedicated to the City intended for the common use of the Occupants, provided that any such action (i) shall not be in conflict with the ordinances with the City, (ii) will be approved by the City, and (iii) will be accomplished prior to July 1, 1994. To withdraw said real property, or to modify the location, configuration or quantity of any Common Area, as the case may be, Declarant shall file for record a Supplemental Declaration, signed by the Declarant, which states that the Declarant is withdrawing the real property described therein from this Declaration or modifying the location, configuration or quantity of the Common Area, as the case may be, pursuant to the provisions of this Subparagraph 2(b). All parties of this Declaration, for themselves and their respective successors and assigns, including the grantees of any real property within Bryn Mawr Cluster expressly waive, release and relinquish any right or requirement that they or any of them may have to consent to or concur in any action permitted pursuant to this Subparagraph by the Declarant, or to join in the execution of the aforementioned Supplemental Declaration.

(c) With the consent of the City, Declarant shall have the right on or before January 31, 1994, to add real property to Bryn Mawr Cluster which shall, upon filing of a Supplemental Declaration as referred to in Section 2(b) hereof have the effect of including such land (and any improvements thereon) within the provisions of this Declaration.

Section 3. COMMON AREA AND ADDITIONS TO THE COMMON AREA - WITHDRAWAL OF COMMON AREA MODIFICATIONS OF PARCELS.

(a) No later than three (3) months following the transfer of all Parcels in Bryn Mawr Cluster by Declarant to Class A Owners, the Declarant shall convey the land constituting the Common Area to the Association free and clear of all liens and encumbrances except the easements, covenants, restrictions and provisions of the Master Declaration and this Declaration, easements, covenants, reservations, restrictions, leases, conditions and other matters of record, mortgages of record which have been or will be subordinated to this Declaration, general taxes and special assessments which are a lien but not due and payable at the time of such conveyance and zoning and other ordinances.

(b) Declarant shall have the right from time to time to add land to the Common Area, which land shall be subject to all provisions of this Declaration with respect to the Common Area, by delivering to the Association or recording a Deed conveying the fee simple title to such land to the Association. Nothing herein shall require the Declarant to add land to the Common Area.

(c) Declarant, with the approval of the City, shall have the right from time to time to withdraw land from the Common Area, by filing a deed if the Declarant has title to the land or by causing the Association to file a deed if the Association has title to the land. The Association agrees, upon written request of Declarant, to execute such deed in accordance with the instructions of Declarant, provided that the City shall have approved. Upon the filing of such deed, such land shall no longer be part of the Common Area.

(d) Declarant reserves the right with the approval of the City to revise the configuration of any Parcel or to increase or decrease the number of Parcels in Bryn Mawr Cluster.

Section 4. EASEMENTS.

(a) Utility Easements. In the event that the Association or the Declarant determine that it is advantageous to the Owners to have common utility facilities within Bryn Mawr Cluster, then the Declarant or the Association, as the case may be, shall have the right to install, operate, use, maintain, repair and replace, in, on, over or under any portion of Bryn Mawr Cluster determined by the Declarant or the Association, as the case may be, any pipes, conduits, ducts, wires, television cables and equipment,

and utility lines to provide or furnish electricity, telephone, television and other communications, sanitary sewers and storm sewers, drainage, gas, water, energy of all types and utility services of all types to or for the benefit of one or more Owners and/or the Association, and the Declarant and the Association shall have the right to do all things reasonably necessary in connection therewith.

(b) Access and Right-of-Way. The Declarant, its agents, contractors and employees, the Association, its agents, contractors and employees, and all Owners and Occupants, their families, guests, licensees, invitees, mortgagees and lessees, shall have the perpetual and non-exclusive right of ingress, egress, access and passage to, from and over all portions of the Common Area subject to Rules adopted by the Association.

(c) Encroachments. Easements for encroachments caused by inaccuracy of survey or in construction or reconstruction of any building or Common Area or facility or caused by settlement or movement, and including easements for the maintenance and use of the encroaching improvements in favor of each Owner, the Association, and Declarant are hereby created, provided such encroachments are not intentionally created.

(d) Support Easements. Cross easements for support and use of any common structural elements in favor of the Declarant, Association, and the Owners of Units which utilize common structural elements are hereby created for so long as the building or structure stands including the continued use, benefit, enjoyment, support and service, and the right of maintenance, repair, replacement and access to said common structural elements.

(e) Easements Reserved to the Declarant. The Declarant reserves the right and easement to go upon all portions of Bryn Mawr Cluster (including the inside of a Unit provided that reasonable oral notice is given), for the purpose of developing, constructing, reconstructing, improving, repairing, maintaining, inspecting, selling, or otherwise dealing with any portion of the Common Area or any building or Unit within Bryn Mawr Cluster.

(f) Easements Created and Granted by Declarant to the City. The Declarant has created and granted easements for the installation and maintenance of sanitary sewers, storm sewers, drainage and swales to the City. No structures (including but not limited to sidewalks and driveways), plantings or other materials shall be placed or permitted to remain within such easement areas which may damage or interfere with the installation and/or maintenance of such improvements in such easement areas or which may change, retard, or increase the flow of water through the respective easement areas. The easement areas and all improvements therein shall be maintained continuously by the Association unless those easement areas are accepted by the City and which the City has formally undertaken to maintain. The City shall have the right

to enter upon and across each Parcel at any place that the City deems necessary in order to install or maintain, or to perform any other function or operation in accordance with such easements.

Section 5. PARTY WALLS.

(a) Use.

(i) Every Owner who shall accept or receive any instrument of conveyance of a Parcel by acceptance of title to his or her Parcel, shall be deemed to have accepted the party wall covenants set forth in this Section.

(ii) Each wall which is built as a part of the original construction of a Unit and forming a common wall or boundary between two Units shall constitute a party wall, and to the extent not inconsistent with the provisions of this Section, the general rules of law regarding party walls and of liability for property damage due to negligent or willful acts or omissions shall apply thereto.

(iii) The Owners of Units divided by the party wall shall have the right to use it jointly. The term "use" shall and does include normal interior usage such as paneling, plastering, painting, decorating, erection of tangent walls and shelving, but prohibits any form of alteration which would cause an aperture, hole, conduit, break or other displacement of the original materials forming said wall.

(b) Modification of Party Wall.

(i) Neither Owner of a Unit sharing a party wall may extend or increase the height of the party wall except upon the written approval of the other Owner and holders of any mortgages on both Units. No such extension or increase in height may be made which impairs the strength or injures the existing wall or the foundations of the buildings.

(ii) In the event of such extension or increase in the height of the wall, the other Owner shall have the right to use the extended or heightened part of the wall by paying to the constructing party one-half of the cost of such part of the wall, as he shall use.

(iii) Any extension or increased height of the wall shall be a party wall, become part of the existing wall and be subject to the terms hereof.

(c) Damage Insurance.

(i) In the event of damage or destruction of the party wall from any cause whatsoever, other than the negligence or willful misconduct of either Owner sharing the party wall, the Owners sharing the party wall shall, at their own expense, repair or rebuild said wall and each Owner shall have the right to full use as herein contained of said wall so repaired or rebuilt. If either Owner's (or their family's or guest's) negligence or willful misconduct causes damage or destruction of said wall, such Owner shall bear the entire cost of repair or reconstruction. If either Owner shall refuse to pay such Owner's share, or all of such cost in the case of negligence or willful misconduct, the other Owner may have such wall repaired or reconstructed and shall be entitled to a lien on the Parcel of the Owner so failing to pay for the amount of such defaulting Owner's share of the repair or replacement costs. If either or both Owners shall give a mortgage upon such Owner's Unit, then the mortgagee shall have the full right to exercise the rights of its mortgagor as a party hereunder and, in addition, the right to add to the outstanding balance of such mortgage any amounts paid by the mortgagee for repairs hereunder and not reimbursed to said mortgagee by the Owner.

(ii) Each Owner sharing a party wall shall obtain insurance on such Owner's Unit which at all times shall be in an amount equal to the replacement costs of said Unit, such policy to provide coverage for any damage to the party wall on account of fire and other perils commonly covered in extended coverage and "all risk" endorsements.

(iii) All repairs or rebuildings shall be in accordance with the plans and specifications of a registered architect or engineer and in conformity with the applicable building codes.

(d) Non-Use. If either Owner shall cease to use the wall as a party wall, such Owner shall be deemed to have abandoned all rights thereto, and the wall shall become the property of the other Owner who shall have an easement upon the land under the wall so long as the wall shall be used by such Owner.

(e) Access.

(i) In the event repairs or reconstruction shall be necessary, all necessary entries on the adjacent Parcel shall not be deemed a trespass so long as the repairs and reconstruction shall be done in a reasonable and workmanlike manner, and consent is hereby given to enter at reasonable times adjacent property to make any necessary repairs and reconstruction.

(ii) Each Owner is licensed by the other to enter upon the other's Unit or Parcel to make repairs or rebuild the wall.

(f) Other Use. Each Owner sharing a party wall shall have the full right to use the party wall for the support of beams and structural materials or in any other lawful manner not prohibited hereby; provided, however, that such use shall not injure, impair the strength of, or endanger the wall, foundation or other portion of the Unit of the other Owner, and shall not impair or endanger the party wall benefits and supports to which the adjoining Unit is entitled. All further use shall be subject to the terms of this Section.

(g) Application. This Section shall be deemed to apply to a party wall built in connection with the original construction of two Units and to all extensions and replacements thereof.

Section 6. RESTRICTIONS ON CHANGE OF EXTERIOR OF UNITS - COMMON AREA.

(a) No Owner, Occupant or guest of an Owner or Occupant shall make any material change in the exterior walls of any Unit or in the landscaping adjacent to a Unit without first obtaining the prior consent of the Board or Declarant. An Owner shall not place within the exterior of such Owner's Parcel any swing sets, gas grills, and other installations unless in accordance with Rules which may be adopted by the Declarant or the Board or unless the Declarant or the Board determines that such installation does not (i) adversely affect Bryn Mawr Cluster, (ii) create a safety or nuisance hazard, and (iii) have an unsightly appearance.

(b) No Owner, Occupant or guest of an Owner or Occupant shall construct any building or structure, make any installation in, or in any manner change any portion of the Common Area, without the prior consent of the Declarant or the Board; provided, however, that the Declarant shall have the right so long as Declarant has not conveyed all Parcels to Class A Members to build buildings and structures, make installations in, and to change or modify any part of the Common Area, in the Declarant's sole discretion.

Section 7. DEDICATION.

The Declarant and the Association each shall have the right to dedicate portions of Bryn Mawr Cluster owned by it to a public use, and the Declarant, the Association and each Owner agree to execute any and all instruments or documents which may be required to effectuate said dedication.

Section 8. THE ASSOCIATION.

(a) Existence. The Association is a duly constituted non-profit corporation existing under the laws of the State of Ohio. Copies of its Articles of Incorporation and of its Bylaws are marked, respectively, EXHIBIT D and EXHIBIT E and are attached to this Declaration.

(b) Membership and Voting Rights.

(i) Membership. The Declarant and each Owner shall automatically become and be a Member of the Association. In the case of an Owner other than Declarant such membership shall terminate upon the conveyance of record by such Owner of his Parcel, at which time the new Owner shall automatically become a Member of the Association. The Declarant's membership shall terminate when the Declarant shall have conveyed of record all Parcels owned by Declarant in Bryn Mawr Cluster.

(ii) Classes of Membership. The membership of the Association is and shall be divided into the two following classes:

(A) Class A Members. The Class A Membership consists of every Owner of a Parcel (other than Declarant), who shall automatically be a Class A Member.

(B) Class B Member. The Declarant shall be the Class B Member. Upon conveyance of a Parcel, the Declarant shall cease to be a Class B Member with respect to that Parcel, and the grantee thereof shall be a Class A Member.

(iii) Voting Rights. Members shall have only those voting rights in the Association which are set forth below:

(A) Class A Members. Each Class A Member shall be entitled to exercise one (1) vote for each Parcel owned by such Class A Member.

(B) Class B Member. The Class B Member shall be entitled to exercise two (2) votes for each Parcel owned by the Class B Member until the later of the date all Parcels shall have been sold and conveyed to Class A Members, or January 31, 1994, at which time the Class B Member shall have one (1) vote per Parcel owned by the Class B Member.

(c) Rights of the Association. Notwithstanding the rights and easements of enjoyment and use created in this Declaration and Master Declaration, and in addition to any right the Huntington Park Estates Homeowners' Association and this Association shall have pursuant to the Master Declaration, this Declaration, or in law, the Association shall have the right:

(i) To review and approve prior to submission to the Architectural Control Committee established in Section 5 of the Master Declaration, any new construction of a building or structure within Bryn Mawr Cluster or any material alteration, addition or improvement of any building or structure within Bryn Mawr Cluster and any installation within the exterior of a Parcel; and to approve the installation of or material alteration of any landscaping features including trees, lawns, shrubbery and naturalized areas. The Association, however, shall have no right to review or approve any construction, alteration, addition, improvement, or landscaping done by the Declarant.

(ii) To enforce the provisions of this Declaration and the covenants and restrictions set forth in Section 4 of the Master Declaration (as the same may be amended from time to time) in respect of Bryn Mawr Cluster, which covenants and restrictions are expressly incorporated in this Declaration by this reference, and are in addition to any rights of enforcement which the Huntington Park Estates Homeowners' Association may have, notwithstanding that the Huntington Park Estates Homeowners' Association may choose to enforce or not to enforce the same.

(iii) To adopt additional covenants and restrictions applicable to Bryn Mawr Cluster only, as long as the same do not conflict with any matters of law or the Master Declaration, by amending this Declaration in the manner hereinafter set forth.

(iv) To enter or authorize its agents to enter in or upon any property in Bryn Mawr Cluster, or any part thereof, when necessary in connection with any maintenance, repair or construction for which the Association is responsible. Such entry shall be made with as little inconvenience to the Owner and Occupants thereof as practicable and any damage caused thereby shall be repaired by the Association.

(v) To dedicate, transfer or grant easements in all or any part of land or facilities owned by the Association or, with Declarant's prior written consent, land or facilities owned by the Declarant, (i) to any municipality, public agency, authority or utility or (ii) to any Owner to install, operate, use, maintain, repair and replace in, on, over or under such land or any part thereof roads, rights-of-way, pipes, conduits, ducts, wires, television cables and equipment, and utility lines to provide or furnish electricity, telephone, television and other communications, sanitary sewers and storm sewers, drainage, gas, water, energy of all types, utility services of all types and access to or for the benefit of the Owners and/or the Association and further, to construct improvements and establish grade, and for such other purposes as may be determined by the Association.

(vi) To obtain easements for the construction, extension, installation, inspection, maintenance or replacement of utility services and facilities to or from a public utility or governmental authority, and to or from any body or agency which has the power of eminent domain or condemnation.


(vii) To repair, restore or otherwise correct a condition of disrepair or neglect to the exterior areas of any Parcel and to perform any work or duties required of an Owner pursuant to this Declaration, provided that the Owner shall not have made such repair or restoration or shall not have cured said condition within a reasonable time after notice thereof from the Board; provided, however, that the Board need not give notice if in its opinion it is acting to prevent personal injury or damage to property. The Association shall charge and assess the costs and expenses thereof to the Owner who should have performed the work or cured the condition, as a special assessment pursuant to the provisions of this Declaration.

(viii) To suspend the voting rights of an Owner during any period that an Assessment against his Parcel remains unpaid for a period of sixty (60) days or more or for any infraction of the Association's published rules and regulations.

(ix) To promulgate from time to time reasonable and non-discriminatory Rules with respect to the use of Common Area, Common Utilities and with respect to the maintenance and operation of any structures within Bryn Mawr Cluster.

Section 9. MAINTENANCE RESPONSIBILITIES OF THE ASSOCIATION AND OWNERS.

(a) The Association shall have the following maintenance obligations:

(i) Exterior Walls and Roofs of Units. The Association shall make any necessary repairs and replacements to maintain in good condition and repair the non-structural portions of the roofs and exterior walls, gutters, downspouts and shutters (other than party walls) of all Units unless the necessity of such repair or replacement is caused by a fire or other casualty insured or insurable pursuant to the provisions of Subparagraph 10(b)(iv). 

(ii) Electric Posts. The Association shall maintain or repair, if necessary, any electric posts in the front of each Parcel, except for the replacement of light bulbs.

(iii) Grass on Parcels. The Association shall fertilize and cut the grass on all Parcels as reasonably required. 

(iv) Common Area. The Association shall maintain and repair the entire Common Area and any areas dedicated for public use which the City will not maintain, in a clean, safe, neat, healthy and workable condition, unless the City has agreed to perform such maintenance and repair. The Association shall also keep the driveways free from unreasonable accumulations of ice and snow.

(b) The Owners shall have the duty to perform the following maintenance responsibilities:

(i) Units. Each Owner shall keep such Owner's Unit in good condition and repair and shall make all repairs and replacements, structural and non-structural, ordinary as well as extraordinary, interior and exterior, except for the non-structural portions of the exterior walls and roofs, the gutters and downspouts, and shutters which shall be maintained, repaired and replaced if necessary by the Association. Notwithstanding the above, all windows, glass and doors, including hardware and other appurtenances thereof shall be repaired, maintained and replaced, if necessary, by the Owners of Units. In addition, each Owner shall make all repairs and replacements necessitated by fire or other casualty which is insured or insurable under the provisions of Subparagraph 10(b)(iv) of this Declaration even if the Association would otherwise be responsible for such maintenance and repair.

(ii) Landscaped and Grassy Areas. The Owners of Units shall have the duty to water and keep all landscaped and grassy areas on their Parcels and on the area between their Parcels and the dedicated street in front of their Parcel (including any areas within the right-of-way), in an attractive condition, except for the cutting and fertilizing of grassy areas which shall be the responsibility of the Association.

(iii) Cleaning - Snow Removal. The Owners of Units shall have the responsibility to keep their Units and Parcels including, without limitation, all sidewalks, steps, stoops, landings and other paved areas (other than the driveways) located on their Parcel or located between their Parcels and the dedicated street in front of their Parcel (including any areas within the right-of-way), clean and shall remove snow and ice therefrom as may be reasonable in the circumstances.

(iv) Electric Posts. The Owners shall replace light bulbs in any electric posts in front of each Parcel promptly as required. Each Owner shall cause the light to be lit during all hours of darkness and shall pay the electric utility charge for such light.

(v) Driveways and Sidewalks. Each Unit Owner shall maintain all driveways, sidewalks, steps, stoops, landings, patios and other paved areas on such Owner's Parcel including,

without limitation, all driveways, sidewalks, steps, stoops, landings and other paved areas located on their Parcel or located between their Parcels and the dedicated street in front of their Parcel (including any areas within the right-of-way), in good condition and repair.

(vi) Garage Doors. Notwithstanding anything in this Declaration to the contrary, Unit Owners shall repair, maintain and replace, if necessary, all garage doors.

(vii) Repairs Caused by the Wrongdoing of a Unit Owner. Each Unit Owner shall be responsible to make all repairs and replacements which would otherwise be the responsibility of the Association or any other Unit Owner, if the repairs or replacements are required because of the acts or negligence of the Owner, the Owner's Occupants or guests.

(viii) Mailboxes. Notwithstanding that the area in which mailboxes shall be located may be Common Area and maintained by the Association, each Owner shall maintain, repair and replace, if necessary, the mailbox and any support thereof unless the support is designed to support more than one mailbox in which event the support shall be deemed to be a Common Area and maintained, repaired and replaced by the Association.

(ix) Utilities. The Owner shall repair, maintain and replace, if necessary, any utilities exclusively serving such Owner's Unit or Parcel whether located within or outside of the Unit or Parcel.

(c) Standards for Maintenance and Repair. All maintenance, repair and replacement required under this Declaration shall be done in a good and workmanlike manner and in accordance with all federal, state and local laws, statutes, ordinances, codes and regulations. Any replacements required shall be of the same quality, kind and type as the item being replaced. All repairs and maintenance shall be done promptly to maintain the values of the property within Bryn Mawr Cluster.

Section 10. OTHER RESPONSIBILITIES OF THE ASSOCIATION AND OWNERS.

(a) The Association shall have the duty to perform the following functions:

(i) Maintenance. The Association shall undertake and perform the maintenance, repair (and replacement) duties required of the Association pursuant to this Declaration.

(ii) Taxes and Assessments. The Association shall pay prior to delinquency all taxes and assessments levied against the Common Area including, without limitation, personal property taxes, general real estate taxes and special assessments.

(iii) Utilities. The Association shall pay all charges for water, gas, sewer, electricity, light, heat, power, telephone and other services used, rendered or supplied to or in connection with the Common Area. As of the date of this Declaration, it is not contemplated that the Association will incur any utility charges.

(iv) Insurance. The Association shall if applicable obtain and keep in full force and effect the following insurance:

(A) Fire, extended coverage, vandalism and malicious mischief insurance, of the type now generally known as full (or all) risk insurance, insuring all of the improvements in Bryn Mawr Cluster owned by the Association (if any), in an amount equal to at least eighty percent (80%) of the full replacement cost thereof. Such insurance may have a deductible clause in an amount not exceeding One Thousand Dollars (\$1,000.00), or, if the property has a value of less than One Thousand Dollars (\$1,000.00), the Association shall not be required to maintain insurance on it.

(B) General public liability insurance (with automobile liability coverage if the Association owns any vehicles) covering claims for bodily injury or death occurring upon, in, or about the Common Area and any other property in Bryn Mawr Cluster owned by the Association (if any), with contractual liability and "personal injury" coverage, such insurance to afford protection to the limit of not less than One Million Dollars (\$1,000,000.00) single limit as respects both bodily injury and death and single limit of not less than One Hundred Thousand Dollars (\$100,000.00) with respect to property damage. The insurance procured under this Subparagraph (B) shall name as additional insureds the Declarant and all parties to this Declaration.

(C) Worker's Compensation Insurance if required under the applicable laws of the State of Ohio.

The Association may, but shall not be obligated to, obtain and maintain such additional and other insurance as it deems desirable, including, without limitation, directors and officers liability insurance.

(v) Management. The Association shall provide the management and supervision for the operation of the Common Area. The Association shall establish and maintain such policies, programs and procedures to fully implement this Declaration for the purposes intended and for the benefit of the Members and may, but shall not be required to:

(A) Adopt Rules.

(B) Engage employees and agents.

(C) Delegate all or any portion of its authority and responsibilities to a manager, managing agent, or management company.

(vi) Disputes. The Board shall act as an arbitrator of disputes between Owners of Parcels, provided that all parties to the dispute shall submit such dispute to the Board for mediation or arbitration.

(vii) General. The Association shall perform and carry out all other duties and acts reasonably necessary to give effect to and implement the intent of the provisions of this Declaration.

(b) The Owners shall have the following responsibilities:

(i) Maintenance. Each Owner shall undertake and perform the maintenance, repair (and replacement) duties required of the Owners pursuant to this Declaration.

(ii) Taxes and Assessments. Each Owner shall pay prior to delinquency all taxes and assessments against the Parcel owned by such Owner.

(iii) Utilities. Each Owner shall pay all charges for water, gas, sewer, electricity, light, heat, power, telephone and other services used, rendered or supplied to or in connection with such Owner's Units, including, without limitation, the charges for electricity used in the post in front of each Parcel.

(iv) Insurance. Each Owner shall maintain and keep in full force and effect the following insurance:

(A) Each Owner shall maintain adequate liability insurance covering such Owner's Unit and Parcel.

(B) Each Owner shall maintain fire, extended coverage, vandalism and malicious mischief, "all risk" and other types of hazard insurance coverage on such Owner's Unit as are designated from time to time in Rules adopted by the Association of the Declarant, in the amount of the full replacement cost of such Unit, such policy to have an Agreed Amount Endorsement to avoid a co-insurance penalty.

(C) Each Owner shall maintain hazard insurance on such Owner's contents and personal property, as such Owner shall desire.

(D) Each Owner shall maintain worker's compensation insurance if required under the applicable laws of the State of Ohio.

Section 11. RIGHTS OF DECLARANT.

Until all Parcels have been conveyed to Class A Members, Declarant shall have the right, but shall not be required, to exercise all or any of the powers, rights, duties and functions of the Association, including, without limitations, the right to enter into a management contract with any Person whether owned or controlled or affiliated with Declarant or any Person associated with Declarant, the right to obtain insurance under a blanket policy (if any) covering other Persons or locations, the right to dedicate portions of Bryn Mawr Cluster and facilities to the City and to grant easements to the City and utility companies, the right to withdraw or modify land as set forth herein, the right to perform each duty and obligation of the Association set forth herein, the right to adopt Rules, the right to determine and collect Assessments, the right to disburse Assessments for payment of Common Costs, and the right to collect Assessments including the right to institute litigation and to obtain a lien (and to foreclose said lien) on a Parcel for unpaid Assessments in the manner and to the extent granted to the Association as hereinafter provided. During such time, the Trustees named in the Articles of Incorporation (or their successors appointed by the Declarant from time to time) shall constitute the Board of the Association. Declarant need not open books and accounts in the name of the Association but may operate through its accounts and books. In addition, the Declarant shall have the same rights and privileges with respect to Bryn Mawr Cluster as a Developer of Huntington Park Estates has with respect to Huntington Park Estates, as set forth in Section 4 of the Master Declaration, including, without limitation, the right to erect signs and advertising devices in Bryn Mawr Cluster.

Section 12. ADDITIONAL OBLIGATIONS OF DEVELOPER AND THE ASSOCIATION.

(a) The Declarant, in addition to any other duty or obligation set forth in this Declaration, shall have the duty to maintain all Common Area, storm sewers and swales until such time as all of such improvements are installed, completed, paid for in full, and turned over to the Association, transferred to the Huntington Park Estates Homeowners' Association or accepted for dedication purposes by the City. Maintenance shall include, but not be limited to, painting, repairing, replacing, and caring for all appurtenances, exterior and interior building surfaces, trees, shrubs, grass areas, driveways, walls, concrete, and other improvements in and/or on the Common Area, storm sewers, and swales.

(b) The Association shall have the same duty to maintain all Common Areas, storm sewers and swales, as does the Declarant, as set forth in Subparagraph (a) of this Paragraph above, after title has been conveyed to the Association, unless accepted for dedication purposes by the City or transferred to the Huntington Park Estates Homeowners' Association.

(c) The City, as a third party beneficiary, may, although under no obligation or duty to do so, compel compliance with Subparagraphs (a) and (b) of this Paragraph above as the City deems necessary by Court action or any other means.

(d) Notwithstanding anything in this Declaration to the contrary, the duties and obligations of either the Declarant or Association, as they relate to the Common Area and the authority to enforce these duties and obligations shall be of unlimited duration (except as set forth herein), shall be non-modifiable and shall be non-waiverable without the prior written consent of the City.

(e) The City, as a third party beneficiary to these covenants and restrictions and by giving its approval to these documents, shall in no way be deemed to have waived any of its zoning, building, or other requirements or ordinances or general law which requirements shall still be binding upon the Cluster Area if they are more restrictive than the requirements set out in this Declaration.

(f) After the transfer of title to the Common Area to the Association, the City shall have the right but not the obligation to impose any special assessments for improvements made by the City pursuant to law which would otherwise be a lien on the Common Area, on the Parcels within Bryn Mawr Cluster or the real property on which said Parcels are located, on an equitable basis to be determined by the City. The assessments set out above are enforceable under Section 13 of this Declaration.

Section 13. COMMON COSTS - ASSESSMENTS.

(a) Common Costs. As used in this Declaration, "Common Costs" shall mean all of the costs and expenses incurred by the Association in maintaining, repairing, replacing, administering, managing and operating the Common Area or in any other manner contemplated by this Declaration.

(b) General Assessments. General Assessments for the Common Costs and all other charges shall be made in the manner provided herein and in the Bylaws of the Association. General Assessments made by the Association shall be of uniform amount against all Class A and Class B Members in accordance with the provisions of this Declaration and each Class A and Class B Member hereby covenants to pay the Assessments levied in such manner and at such times as provided in this Declaration and the

Bylaws. Class A and Class B Members shall pay all Assessments in accordance with the fraction, the numerator of which being the number of Parcels in Bryn Mawr Cluster owned by each such Class A or Class B Member, as the case may be, and the denominator of which being the total number of Parcels in Bryn Mawr Cluster. There are initially intended to be thirty-two (32) Parcels in Bryn Mawr Cluster, all owned by Declarant. By way of example, when one (1) Parcel is conveyed to a Class A Owner, such Class A Owner shall pay an Assessment equal to one-thirty-second ($1/32$) of the Common Costs (assuming there are thirty-two (32) parcels in Bryn Mawr Cluster) and the Declarant shall pay an Assessment equal to thirty-one-thirty-seconds ($31/32$) of the Common Costs. No Class A or Class B Member may exempt himself from liability for Assessments levied against him.

(c) Guaranteed General Assessments Arrangement. Notwithstanding the above, the Declarant shall have the right, but shall not be required, to establish the amount of the monthly General Assessments to be charged to each Class A Member, prior to the conveyance of the first Parcel to a Class A Member. The monthly assessment so charged shall be valid for the remainder of the calendar year. The monthly Assessments may be raised (but not more than 10%) in each successive calendar year at the Declarant's sole discretion. Declarant agrees to pay any amount of Common Costs incurred while this arrangement is in effect which is not covered by the Assessments at the guaranteed level set forth above. Except for paying any Common Costs above the guaranteed level of Assessments, the Declarant shall be excused from paying the Declarant's share of the Common Costs which would have been assessed against the Declarant's Parcels during the period of this arrangement. This arrangement shall continue until Declarant shall send written notice to each Owner that the arrangement has been terminated, or when the Declarant conveys all Parcels to Class A Members, whichever shall first occur. After the termination of this arrangement, if the Declarant still owns any Parcels, the General Assessments payable by all owners of Parcels, including the Declarant, shall be equal, and the Declarant shall no longer guarantee the payment of excess Common Costs. During the period that the foregoing arrangement is in effect, the Declarant shall not be required to accumulate any reserve funds.

(d) Special Assessments. If an Owner or Occupant fails to perform maintenance, repairs and replacements which are the Owner's obligation or to comply with the other provisions of this Declaration, and if the Board shall undertake to provide any repair or restoration or to cure any condition not permitted hereunder as provided in Subparagraph 8(c)(vii), the Board shall levy a Special Assessment against such Owner and the Parcel (including the Unit), equal to the amount so expended. In addition, all costs incurred in the enforcement of any provisions of this Declaration against the Owner including, but not limited to,

attorneys fees and court costs, shall be assessed to the Owner and the Parcel (including the Unit) against whom enforcement is sought.

(e) Creation of Lien and Personal Obligation. Each Owner hereby covenants and agrees by acceptance of the deed to an Ownership Interest, whether or not it shall be so expressed in any such deed, to pay to the Association all Assessments levied against such Owner in accordance with this Declaration on or before the due date. If a Person liable for the payment of an Assessment shall fail to pay the same when due, the Association shall notify said Person, in writing, of the failure to make said payment. In the event that the Assessment is not paid within ten (10) calendar days following said notification, then such Assessment shall be "delinquent" and, together with such interest thereon at the rate permitted to be charged to individuals in Ohio, or twelve percent (12%) per annum, whichever is lower, from the date said payment was due and costs of collection shall, upon "perfection" as provided in Section 14, become a continuing lien upon the Ownership Interest of such Person with respect to such Parcel and any Unit thereon and shall bind such Ownership Interest in the hands of the then Owner, his heirs, executors, administrators, devisees, personal representatives, successors and assigns. Each co-Owner of a Parcel shall be personally liable, jointly and severally, with all other co-Owners for all Assessments made by the Association with respect to said Parcel.

(f) Non-Liability of Foreclosure Sale Purchaser for Past Due Assessments. When an institutional first mortgagee or purchaser at a foreclosure sale of an institutional first mortgage acquires an Ownership Interest as a result of foreclosure or of the acceptance of a deed in lieu of foreclosure, such mortgagee or purchaser, their respective successors and assigns and all future grantees of said Parcel, shall not be liable for the Assessments levied against the Owner of such Ownership Interest prior to acquisition of title to the Ownership Interest whether or not a lien has been filed in accordance with this Section. Any funds received on the judicial sale of the Ownership Interest in excess of the mortgage lien, the court costs and the real estate taxes and assessments shall, however, to the extent otherwise permitted under the laws of the State of Ohio next be applied to satisfy the Association's lien for Assessments. The Owner or Owners of an Ownership Interest shall be and remain personally and primarily liable, jointly and severally, for the Assessments accruing against the Ownership Interest prior to the date of the judicial sale, as provided in this Section.

(g) Liability for Assessments Upon Voluntary Conveyance. Except as set forth in Subparagraph (f) above, the grantee(s) of the Ownership Interest shall be jointly and severally liable with the grantor for the amount of all unpaid Assessments, whether or not a lien has been perfected, without prejudice to the grantee's right to recover from the grantor the amounts paid by the grantee

therefor. A mortgagee other than a first institutional mortgagee, a purchaser at a foreclosure sale of a mortgage other than a first mortgage to an institutional mortgagee, their respective successors and assigns, a devisee of an Ownership Interest, or the transferee of an Ownership Interest pursuant to the statute of Descent and Distribution, shall be deemed to have obtained said Parcel pursuant to a voluntary conveyance for purposes of this Section.

Section 14. LIENS.

(a) Perfection of Lien. If any Owner shall fail to pay when due an Assessment levied in accordance with this Declaration (such Owner hereinafter referred to as the "Delinquent Owner"), the Board may authorize the perfection of a lien on the Ownership Interest of the Delinquent Owner on the Units for which Assessments have not been paid by filing for record with the Recorder of Cuyahoga County, Ohio, a Certificate of Lien. The Certificate of Lien shall be in recordable form and shall include the following:

(i) The name of the Delinquent Owner.

(ii) A description of such Owner's Parcel(s) for which Assessments were not paid.

(iii) The entire amount claimed, including the amount of any delinquency, the rate of interest accruing thereon and estimated costs of collection.

(iv) A statement referring to the provisions of this Declaration and lien authorization.

(b) Duration of Lien. Said Lien shall remain valid for a period of five (5) years from the time of filing of said Certificate of Lien, unless an action to enforce same has then been commenced or said lien is sooner released or satisfied, in the same manner provided by law for the release or satisfaction of mortgages on real property, or discharged by the final judgment or order of a Court in an action brought to discharge such Lien.

(c) Priority. Except as may be provided under applicable law, a lien perfected pursuant to this Section shall take priority over any lien or encumbrance subsequently arising or created, except liens for real estate taxes and assessments and liens of a bona fide first mortgage to an institutional lender, and may be foreclosed in the same manner as a mortgage on real property in an action brought by the Association after authorization from the Board.

(d) Dispute as to Assessment. The Declarant or any Owner who believes that any Assessment levied by the Association against his Ownership Interest for which a Certificate of Lien

has been filed by the Association has been improperly determined, may bring an action in the Court of Common Pleas of Cuyahoga County, Ohio, for discharge of all or any portion of such lien; but the lien shall continue until the actual amount of the lien so determined is paid in full, and the Association may counter-claim in such action for foreclosure of the amount of lien found to be due.

(e) No Waiver Implied. The creation of a lien upon any Ownership Interest owned by a Delinquent Owner shall not waive, preclude or prejudice the Association from pursuing any and all other remedies granted to it elsewhere in this Declaration, at law, or in equity.

(f) Personal Obligations. The obligations created pursuant to this Declaration shall be and remain the personal obligations of the Delinquent Owner(s) until fully paid, discharged or abated.

(g) Exemption from Assessments and Liens. The following property shall be exempted from Assessments and Liens created herein:

(i) All properties to the extent of any easement or other interests therein dedicated and accepted by the City and devoted to public use.

(ii) All properties of the City exempted from taxation by the laws of the State of Ohio, upon the terms and to the extent of such legal exemption.

Section 15. GENERAL PROVISIONS.

(a) Provisions Run With Bryn Mawr Cluster Land; Binding Effect. All of the easements, covenants and restrictions which are imposed upon, granted and/or reserved in this Declaration (including, without limitation, payment of Assessments) constitute easements, covenants and restrictions running with the Bryn Mawr Cluster land and shall inure to the benefit of and shall be binding upon the parties hereto and every subsequent transferee of all or any part thereof, including, without limitation, grantees, tenants and Owners and their respective heirs, executors, administrators, personal representatives, successors and assigns.

Each grantee accepting a deed or tenant accepting a lease (whether oral or written) which conveys any interest in any portion of Bryn Mawr Cluster, whether or not the same incorporates or refers to this Declaration, covenants for himself, his heirs, personal representatives, successors and assigns to observe, perform and be bound by the provisions of this Declaration.

(b) Duration of Easements, Covenants and Restrictions. The term of this Declaration shall commence upon the recording hereof in Cuyahoga County Records, and shall continue in perpetuity, or for the longest time permitted in law.

(c) Plural Owners. In the event that any Owner shall hold title to a Parcel as a joint tenant, tenant in common, tenant by the entirety or in any other manner with one or more other Persons (hereinafter referred to as a "co-Owner"), the signature of any one of the co-Owners shall be binding upon and shall be effective as an authorization from all of the other Owners of such Parcel. In addition, the vote cast at any meeting of the Association by one such co-Owner shall be binding upon and shall be effective as an authorized vote from all of the co-Owners of such Parcel, unless another co-Owner objects at such meeting in which event the majority of Ownership Interest of said Parcel shall prevail. If co-Owners own fifty percent (50%) of the Ownership Interest, then no vote will be counted for such Ownership Interest.

(d) Use of Singular or Plural, Gender. References to the masculine herein shall be deemed to include the feminine or the neuter, references to the feminine shall be deemed to include the masculine or neuter and references in the neuter shall be deemed to include the masculine or feminine. Plural references shall be deemed to include singular where the context so requires and vice versa.

(e) Notices. Any notices required to be given to any Person under the provisions of this Declaration shall be deemed to have been given when personally delivered to such Person's Residence in Bryn Mawr Cluster or mailed, postpaid, to the last known address of such Person or principal place of business if a corporation; provided, however, that a notice of "delinquency" of any payment due hereunder shall be made by certified or registered mail, return receipt requested, or by telegram addressed to the Residence or the principal place of business if a corporation. The effective date of such a notice shall be the date said notice is personally delivered, or postmarked, or the date the telegraph company receives the message, as the case may be.

(f) Enforcement-Waiver. Enforcement of the provisions of this Declaration may be by any proceeding at law or in equity against any Person or Persons violating or attempting to violate any provision, either to restrain violation or to recover damages and against the Person or Ownership Interest, or to enforce any lien created by the covenants of this Declaration. The failure by the Association or any one permitted by this Declaration to enforce any provision herein contained shall in no event be deemed a waiver of the right to do so thereafter.

(i) Declarant reserves the right and easement for itself and owners of lands to whom Declarant, in Declarant's sole discretion, shall grant the same right and easement, to tie into, use, repair, maintain and replace without charge any and all lines, pipes, utilities, conduits, ducts, wires, cables, private roads and rights-of-way in, on, or over Bryn Mawr Cluster (as same may be modified or expanded), in connection with the development and/or operation of other real property.

(ii) Declarant is a "Developer" under the Master Declaration. Declarant expressly reserves all rights that Declarant shall have as such "Developer" under the Master Declaration and nothing in this Declaration shall be deemed in any way to nullify or modify any of such rights.

(iii) Declarant hereby reserves the right to grant to or enter into any easements or covenants for the installation, maintenance, service or operation of any and all lines, pipes, utilities, conduits, ducts, wires, cables, private roads and rights-of-way in, on, or over Bryn Mawr Cluster (as same may be modified or expanded). Any damage caused thereby shall be promptly repaired and the land shall be restored to its prior condition.

(iv) Declarant reserves the right to enter into covenants and easements with any utility or public authority which Declarant believes, in its sole discretion, to be in the best interests of the development of Bryn Mawr Cluster. Declarant further reserves the right to dedicate for public use any part of Bryn Mawr Cluster.

(v) Declarant reserves the right to perform or cause to be performed such work as is incident to the development, repair, and/or improvement of Bryn Mawr Cluster.

(vi) Declarant reserves the right to impose, reserve or enter into additional covenants, easements and restrictions with Owners of Parcels as long as such additional easements, covenants and restrictions are not in conflict with the duties and obligations of Owners as set forth in this Declaration.

(vii) Declarant reserves the right to place signs within the Common Area and on any Parcel or Residence owned by Declarant, to go upon any part of Bryn Mawr Cluster for the construction, inspection, installation, maintenance, repair and replacement of utilities and Units, and/or in connection with the sale of any Units.

(h) Severability. Invalidation of any one of the easements, covenants, restrictions or provisions contained herein shall in no way affect any other provision which shall remain in full force and effect.

(i) Amendment of Declaration. Except as expressly provided to the contrary in this Declaration, this Declaration may be amended as follows:

(i) This Declaration may be amended by Declarant at any time and from time to time to correct clerical and similar types of errors in this Declaration. In addition, the Declarant shall have the right to amend this Declaration, the Articles of Incorporation and/or the Bylaws without the consent of any person as required to comply with requirements of the Federal National Mortgage Association ("FNMA"), the Government National Mortgage Association, the Federal Home Loan Mortgage Corporation ("FHLMC"), the Department of Housing and Urban Development ("HUD"), the Federal Housing Association, the Veterans Administration ("VA"), or any other governmental agency or public or quasi-public or private entity which performs (or may in the future perform) functions similar to those currently performed by such entities. Also, the Declarant may amend this Declaration, the Articles of Incorporation and/or the Bylaws, in compliance with applicable laws, statutes and ordinances. To effect any said modification, Declarant shall file a Supplemental Declaration setting forth the Amendment(s) which shall be signed by Declarant and shall be effective upon the filing of said Supplemental Declaration with the Recorder of Cuyahoga County.

(ii) Except as expressly provided in this Declaration, any provision of this Declaration may be amended or repealed by the affirmative vote of Members entitled to exercise sixty-six and two-thirds percent (66-2/3%) of the voting power of the Association unless a greater percentage of vote is required pursuant to this Declaration or in accordance with the statutes of the State of Ohio; provided, however, that any amendment which would terminate or materially and adversely affect the rights of Declarant in this Declaration or establishing any reserve or other fund to be assessed while Declarant continues as a Member of the Association shall not be effective without the prior written consent of Declarant. Written notice shall be given each Member entitled to vote at any meeting at least five (5) days in advance of the date of the meeting held for the purpose of amending this Declaration, which notice shall expressly state the modification to be considered at such meeting. Each amendment shall be effective when signed by the President and one other officer of the Association and filed for record with the Recorder of Cuyahoga County.

(j) Interest Rates. After this Declaration shall have been Recorded for five (5) years or more, the Board shall have the right to change any interest rate referred to herein by unanimous

vote only, but in no event shall said interest rate exceed the highest interest rate chargeable to individuals under applicable law.

IN WITNESS WHEREOF, this Declaration has been executed as of the date first written above.

Signed in the Presence of:

Jim Tyle
Gene Pring

BRUSCINO HOMES CORPORATION

By: Alex Brusino
Alex Brusino, President

"Declarant"

BRYN MAWR CLUSTER
HOMEOWNERS' ASSOCIATION

Gene Pring
Jim Tyle

By: Alex Brusino
Its: President

STATE OF OHIO)
)
) SS:
COUNTY OF CUYAHOGA)

The foregoing instrument was acknowledged before me, a Notary Public, on the 24th day of May, 1988, by ALEX BRUSCINO, the President of BRUSCINO HOMES CORPORATION, an Ohio corporation, on behalf of the Corporation.

Nora Prunty
Notary Public
Commission Expires 11-3-88

STATE OF OHIO)
)
) SS:
COUNTY OF CUYAHOGA)

The foregoing instrument was acknowledged before me, a Notary Public, on the 24th day of May, 1988, by Alex Brusino, the President of BRYN MAWR CLUSTER HOMEOWNERS' ASSOCIATION, an Ohio corporation, on behalf of the Corporation.

Nora Prunty
Notary Public
Commission Expires 11-3-88

This instrument prepared by:

PAUL J. SINGERMAN, ESQ.
Berick, Pearlman & Mills Co., L.P.A.
1350 Eaton Center
1111 Superior Avenue
Cleveland, Ohio 44114
(216) 861-4900

Description of Bryn Mawr Cluster Phase I

Situated in the City of Strongsville, County of Cuyahoga and State of Ohio, and known as being part of Original Strongsville Township Lots Nos. 28 and 33 and bounded and described as follows:

Beginning on the Westerly line of Bryn Mawr Boulevard, 60 feet wide, at the Northeasterly corner of a parcel of land conveyed to Alex Shranko and Margaret Shranko, by deed recorded in Volume 9955, Page 82 of Cuyahoga County Records of Deeds;

Thence N. $83^{\circ} 13' 10''$ W., along the Northerly line of land so conveyed to Alex and Margaret Shranko, and its Westerly prolongation, a distance of 548.74 feet to the Northwesterly corner of a parcel of land conveyed to Joseph Sidell Jr. and Susan Sidell, by deed recorded in Volume 12920, Page 615 of Cuyahoga County Records of Deeds;

Thence N. $6^{\circ} 46' 50''$ E., a distance of 46.50 feet;

Thence Northwesterly, a distance of 32.24 feet on the arc of a circle deflecting to the right, whose radius is 330.00 feet and whose chord bears N. $57^{\circ} 46' 15''$ W., a distance of 32.22 feet to a point of tangency;

Thence N. $54^{\circ} 58' 20''$ W., a distance of 50.00 feet;

Thence N. $35^{\circ} 01' 40''$ E., a distance of 60.00 feet;

Thence N. $54^{\circ} 58' 20''$ W., a distance of 41.98 feet;

Thence N. $3^{\circ} 01' 40''$ E., a distance of 425.53 feet;

Thence N. $79^{\circ} 01' 40''$ E., a distance of 275.00 feet;

Thence S. $52^{\circ} 58' 20''$ E., a distance of 275.00 feet;

Thence S. $70^{\circ} 58' 20''$ E., a distance of 140.00 feet to the Westerly line of Bryn Mawr Boulevard;

Thence S. $19^{\circ} 01' 40''$ W., along the Westerly line of Bryn Mawr Boulevard, a distance of 70.00 feet to a point of curvature;

Thence Southerly, along the Westerly curved line of Bryn Mawr Boulevard, a distance of 246.27 feet on the arc of a circle deflecting to the left, whose radius is 430.00 feet and whose chord bears S. $2^{\circ} 37' 15''$ W., a distance of 242.91 feet to a point of reverse curvature;

Thence Southerly, a distance of 189.35 feet on the arc of a circle deflecting to the right, whose radius is 370.00 feet and whose chord bears S. $0^{\circ} 52' 30''$ W., a distance of 187.30 feet to the place of beginning, be the same more or less, but subject to all legal highways.

Description of Bryn Mawr Cluster Phase I Subdivision
Common Area

PARCEL 1 - Block "BC-1"

Situated in the City of Strongsville, County of Cuyahoga and State of Ohio, and known as being all of Block "BC-1" in the Bryn Mawr Cluster Phase I Subdivision, of part of Original Strongsville Township Lots Nos. 28 and 33, as shown by the recorded plat in Volume of Maps, Page of Cuyahoga County Records, and containing 0.0402 acres of land, as appears by said plat, be the same more or less but subject to all legal highways.

PARCEL 2 - Block "BC-2"

Situated in the City of Strongsville, County of Cuyahoga and State of Ohio, and known as being all of Block "BC-2" in the Bryn Mawr Cluster Phase I Subdivision, of part of Original Strongsville Township Lots Nos. 28 and 33, as shown by the recorded plat in Volume of Maps, Page of Cuyahoga County Records, and containing 0.6216 acres of land, as appears by said plat, be the same more or less but subject to all legal highways.

PARCEL 3 - Block "BC-3"

Situated in the City of Strongsville, County of Cuyahoga and State of Ohio, and known as being all of Block "BC-3" in the Bryn Mawr Cluster Phase I Subdivision, of part of Original Strongsville Township Lots Nos. 28 and 33, as shown by the recorded plat in Volume of Maps, Page of Cuyahoga County Records, and containing 0.0291 acres of land, as appears by said plat, be the same more or less but subject to all legal highways.

PARCEL 4 - Block "BC-4"

Situated in the City of Strongsville, County of Cuyahoga and State of Ohio, and known as being all of Block "BC-4" in the Bryn Mawr Cluster Phase I Subdivision, of part of Original Strongsville Township Lots Nos. 28 and 33, as shown by the recorded plat in Volume of Maps, Page of Cuyahoga County Records, and containing 1.2538 acres of land, as appears by said plat, be the same more or less but subject to all legal highways.

PARCEL 5 - Block "BC-5"

Situated in the City of Strongsville, County of Cuyahoga and State of Ohio, and known as being all of Block "BC-5" in the Bryn Mawr Cluster Phase I Subdivision, of part of Original Strongsville Township Lots Nos. 28 and 33, as shown by the recorded plat in Volume of Maps, Page of Cuyahoga County Records, and containing 0.0951 acres of land, as appears by said plat, be the same more or less but subject to all legal highways.

BRYN MAWR CLUSTER PHASE I SUBDIVISION

BEFORE ME, the undersigned authority, on this day personally appeared _____, known to me to be the person whose name is subscribed to the foregoing petition for the subdivision of _____, and acknowledged to me that he executed the same for the purposes and consideration therein expressed.

WITNESSE MY HAND AND SEAL OF OFFICE this _____ day of _____, 19____.

Notary Public for the State of Pennsylvania

BEFORE ME, the undersigned authority, on this day personally appeared _____, known to me to be the person whose name is subscribed to the foregoing petition for the subdivision of _____, and acknowledged to me that he executed the same for the purposes and consideration therein expressed.

Notary Public for the State of Pennsylvania

BEFORE ME, the undersigned authority, on this day personally appeared _____, known to me to be the person whose name is subscribed to the foregoing petition for the subdivision of _____, and acknowledged to me that he executed the same for the purposes and consideration therein expressed.

Notary Public for the State of Pennsylvania

BEFORE ME, the undersigned authority, on this day personally appeared _____, known to me to be the person whose name is subscribed to the foregoing petition for the subdivision of _____, and acknowledged to me that he executed the same for the purposes and consideration therein expressed.

Notary Public for the State of Pennsylvania

BEFORE ME, the undersigned authority, on this day personally appeared _____, known to me to be the person whose name is subscribed to the foregoing petition for the subdivision of _____, and acknowledged to me that he executed the same for the purposes and consideration therein expressed.

Notary Public for the State of Pennsylvania

BEFORE ME, the undersigned authority, on this day personally appeared _____, known to me to be the person whose name is subscribed to the foregoing petition for the subdivision of _____, and acknowledged to me that he executed the same for the purposes and consideration therein expressed.

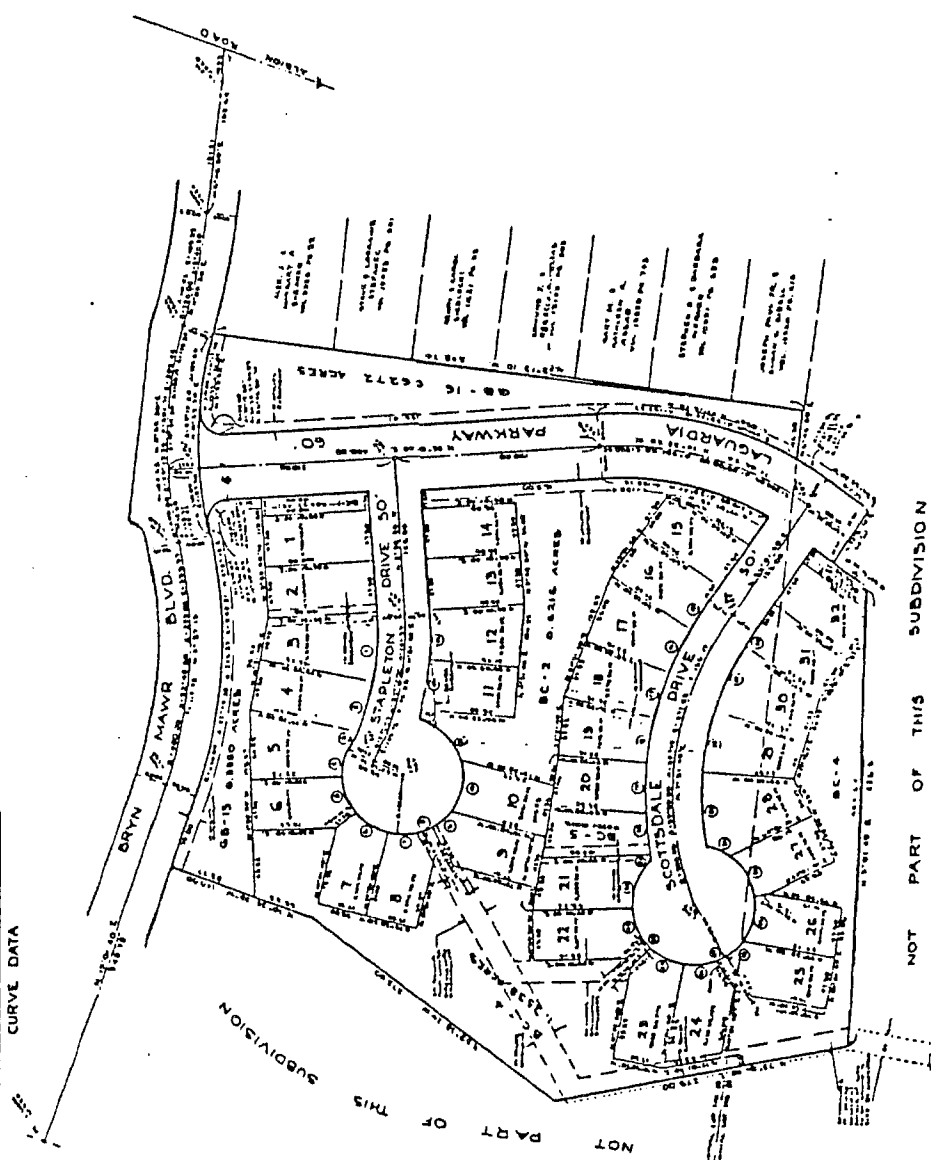
Notary Public for the State of Pennsylvania

BEFORE ME, the undersigned authority, on this day personally appeared _____, known to me to be the person whose name is subscribed to the foregoing petition for the subdivision of _____, and acknowledged to me that he executed the same for the purposes and consideration therein expressed.

Notary Public for the State of Pennsylvania

EXHIBIT C

CURVE DATA	
1	100.00
2	100.00
3	100.00
4	100.00
5	100.00
6	100.00
7	100.00
8	100.00
9	100.00
10	100.00
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40	100.00
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45	100.00
46	100.00
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49	100.00
50	100.00



NOT PART OF THIS SUBDIVISION

VOL. 88-5916 PAGE 66

EXHIBIT D

VOL. 88-4424 PAGE 39

ARTICLES OF INCORPORATION

OF

BRYN MAWR CLUSTER HOMEOWNERS' ASSOCIATION

ARTICLES OF INCORPORATION

OF

BRYN MAWR CLUSTER HOMEOWNERS' ASSOCIATION

The undersigned, a citizen of the United States, desiring to form a corporation, NOT FOR PROFIT, under Sections 1702.01 et seq. of the Ohio Revised Code, does hereby certify:

FIRST: NAME.

The name of the corporation shall be BRYN MAWR CLUSTER HOMEOWNERS' ASSOCIATION.

SECOND: LOCATION OF PRINCIPAL OFFICE.

The place in Ohio where the principal office of the corporation is to be located is the City of Strongsville, County of Cuyahoga, Ohio.

THIRD: DEFINITIONS.

The following definitions are applicable to these Articles of Incorporation:

1. ASSOCIATION, BRYN MAWR CLUSTER HOMEOWNERS' ASSOCIATION, a non-profit Ohio corporation, its successors and assigns.
2. DECLARATION, Declaration of Covenants and Restrictions which will be filed for record in the office of the Cuyahoga County Recorder.
3. DECLARANT, BRUSCINO HOMES CORPORATION, an Ohio corporation, and any successor(s) who stands in the same relation to Bryn Mawr Cluster as Bruscino Homes Corporation does upon execution hereof.
4. MEMBER, a member of the Association, being the Declarant and Owners.
5. OWNER, any person who holds, whether or not in possession, record fee simple title to a leasehold estate of fifty years or more in any Parcel within Bryn Mawr Cluster. The word "Owner" shall not include any Person holding, whether or not of record, a non-possessory future interest or a leasehold estate having a term of less than fifty years. Further, an Owner shall not include Persons having an interest merely as security for the performance of an obligation unless and until said Person shall have acquired title pursuant to foreclosure or any act or proceeding in lieu of foreclosure.

6. PARCEL, a portion of Bryn Mawr Cluster as designated on Tax Split Map approved by the Planning Commission of the City of Strongsville, and which is intended to have a Residence constructed thereon. There are intended to be thirty-two (32) Parcels of Bryn Mawr Cluster.

7. UNIT, a Dwelling or a portion thereof providing separate and complete living, cooking, sleeping, bathing and toilet facilities for one family.

FOURTH: PURPOSES.

The principal purposes of the Association are:

1. To own, maintain, repair, replace, manage and operate the Common Area of Bryn Mawr Cluster.
2. To establish Rules, regulations and criteria applicable to Bryn Mawr Cluster.
3. To establish an orderly and efficient system of billing to pay for the expenses incurred in the furtherance of the purposes of the Association.
4. To carry out the responsibilities and obligations of the Association set forth in the Declaration, to exercise the rights set forth in the Declaration, and to perform such acts and deeds as are deemed necessary to achieve the aforesaid objectives.

FIFTH: POWERS.

The Association shall have the power to engage in any lawful act pursuant to Chapter 1702 of the Ohio Revised Code deemed by it necessary or desirable to accomplish the purposes set forth in ARTICLE FOURTH of these Articles and to protect the lawful rights and interests of its members in connection therewith.

SIXTH: DURATION.

The duration of the Association shall be inperpetuo.

SEVENTH: MEMBERSHIP AND VOTING RIGHTS.

1. Membership. The Declarant and each Owner upon becoming an Owner, shall automatically be a Member of the Association.
2. Classes of Membership. The membership of the Association is and shall be divided into the two following classes:
 - (a) Class A Members. The Class A Membership consists of every Owner of a Parcel other than Declarant.

(b) Class B Member. The Declarant shall be the Class B Member. Upon conveyance of a Parcel, the Declarant shall cease to be a Class B Member with respect to that Parcel and the grantee thereof shall be a Class A Member.

EIGHTH: BOARD OF TRUSTEES.

The persons vested with the authority to conduct the affairs of the Association shall be known as the Board of Trustees. The following persons having the addresses set forth opposite their respective names, shall serve the Association as Trustees until the first annual meeting or other meeting called to elect Trustees:

ALEX BRUSCINO	1236 Smith Court Rocky River, Ohio 44116
JAMES 'N. BAILEY	Tower B Cleveland Stadium Cleveland, Ohio 44114
MICHAEL G. POPLAR	Tower B Cleveland Stadium Cleveland, Ohio 44114

NINTH: INDEMNITY.

Each member of the Board of Trustees and each officer of the Association and each former member of the Board of Trustees and officer of the Association shall be indemnified by the Association against the costs and expenses reasonably incurred by him or her in connection with the defense of any pending or threatened action, suit or proceeding, criminal or civil, to which he or she is or may be made a party by reason of being or having been such Board Member or officer of the Association (whether or not he or she is a member or officer at the time of incurring such costs and expenses), except with respect to matters as to which he or she shall be adjudged in such action, suit or proceeding to be liable for misconduct or negligence in the performance of his or her duty as such Board Member or officer. In case of a settlement of any action, suit or proceeding to which any Board Member or officer of the association, or any former Board Member or officer of the Association, is made a party or which may be threatened to be brought against him or her by reason of his being or having been a Board Member or officer of the Association, he or she shall be indemnified by the Association against the costs and expenses (including the cost of settlement) reasonably incurred by him or her in connection with such action, suit or proceeding (whether or not he or she is a Board Member or officer at the time of incurring such costs and expense), if (A) the Association shall be advised by independent counsel that such Board Member or officer did not misconduct himself or herself or was not negligent in the performance of his duty as such Board

Member or officer with respect to the matters covered by such action, suit or proceeding, and the cost to the Association of indemnifying such Board Member or officer (and all Board Members and officers, if any, entitled to indemnification hereunder in such case) if such action, suit or proceeding were carried to a final adjudication in their favor could reasonably be expected to exceed the amount of costs and expenses to be reimbursed to such Board Member and officers as a result of such settlement, or (B) disinterested Association members entitled to exercise the majority of the voting power shall, by vote, at any annual or special meeting of the Association, approve such settlement and the reimbursement to such Board Member or officer of such costs and expenses. The phrase "disinterested members" shall mean all members of the Association other than (i) any Board Member or officer of the Association who was a party to or threatened with such action, suit or proceeding, (ii) any corporation or organization of which such Board Member or officer owns of record or beneficially one percent (1%) or more of any class of voting securities, (iii) any firm of which such Board Member or officer is a partner and (iv) any spouse, child, parent, brother or sister of any such Board Member or officer. The foregoing rights of indemnification shall inure to the benefit of the heirs and legal representatives of each such Board Member or officer and shall not be exclusive of other rights to which any Board Member or officer may be entitled to or granted pursuant to Section 1701.12(E) of the Ohio Revised Code, as a matter of law, or under the Declaration, these Articles, the Bylaws of the Association, any vote of corporation Members, or any agreement.

IN WITNESS WHEREOF, I subscribe my name this ____ day of _____, 1988.

ALEX BRUSCINO

ORIGINAL APPOINTMENT OF AGENT

The undersigned, being the sole incorporator of BRYN MAWR CLUSTER HOMEOWNERS' ASSOCIATION, hereby appoints JAMES N. BAILEY, a natural person resident in the State of Ohio, as the Statutory Agent for said Association, upon whom any process, notice or demand required or permitted by statute to be served upon the Corporation, may be served. His complete address is:

JAMES N. BAILEY
Tower B
Cleveland Stadium
Cleveland, Ohio 44114

ALEX BRUSCINO

"Sole Incorporator"

Dated: _____, 1988
Cleveland, Ohio



DATE:	DOCUMENT ID	DESCRIPTION	FILING	EXPED	PENALTY	CERT	COPY
04/15/2003	200310102976	DOMESTIC/REINSTATEMENT (REN)	25.00	.00	.00	.00	.00

Receipt

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

DAVID WILLIAM KAMAN
600 TERMINAL TOWER
CLEVELAND, OH 44113

**STATE OF OHIO
CERTIFICATE**

Ohio Secretary of State, J. Kenneth Blackwell

725710

It is hereby certified that the Secretary of State of Ohio has custody of the business records for

BRYN MAWR CLUSTER HOMEOWNERS' ASSOCIATION

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

Document(s)

DOMESTIC/REINSTATEMENT

Document No(s):

200310102976



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

Witness my hand and the seal of the
Secretary of State at Columbus, Ohio
this 11th day of April, A.D. 2003.

J. Kenneth Blackwell
Ohio Secretary of State