

DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS

for

SUMMIT HIGHLANDS II HOMEOWNERS ASSOCIATION

TNN
11-14-01
PAY TO THE ORDER OF
TRY NOT TO PAY



Dated: November 15, 2001

COUNTY OF SUMMIT
No. 547834
CERTIFICATE OF PARTNERSHIP

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FRANK WILLIAMS
AUDITOR

11/19/01 County of Summit
Date By Frank Williams

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Frank Williams County Auditor

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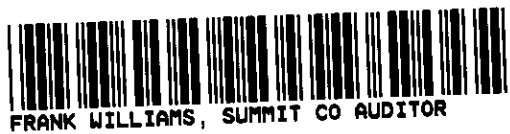


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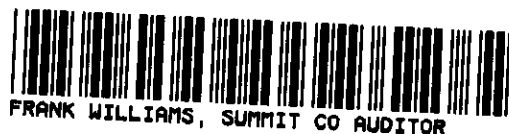
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FRANK WILLIAMS, SUMMIT CO AUDITOR



DECLARATION
OF COVENANTS, CONDITIONS AND RESTRICTIONS
FOR SUMMIT HIGHLANDS II HOMEOWNERS ASSOCIATION

THIS DECLARATION, made as of the 15th day of November 2001 by Spring Hill Residential Associates, an Ohio general partnership, hereinafter referred to as "Declarant."

RECITALS

A. Declarant is the owner of certain property in the City of Macedonia (the "City"), County of Summit and State of Ohio, which is more particularly described in Exhibit A and shown on the "Site Plan" attached as Exhibit B (the "Summit Highlands II Area").

B. Declarant is also the owner of a parcel of land adjacent to the Summit Highlands II Area (the "Owned Expansion Area"), described in Exhibit A-2 and shown on Exhibit B, on which Declarant shall have the right (but shall not be obligated) to expand the Summit Highlands II Area in one or more stages.

C. Declarant does not own but may acquire a parcel of land (the "Unowned Expansion Area"), described in Exhibit A-3, on which Declarant shall have the right, if Declarant obtains title to such Unowned Expansion Area, but shall not be obligated, to expand the Summit Highlands II Area in one or more stages.

D. Present plans provide for twenty (20) Lots within the Summit Highlands II Area and thirty-nine (39) Lots within the Owned Expansion Area, but Declarant reserves the right to increase the number of Lots within the Summit Highlands II Area and the Owned Expansion Area to a maximum of fifty-nine (59) Lots when full developed. The Summit Highlands II Area includes land which is intended to remain as open areas or will be used for private drives, parking and other common purposes (the "Common Areas"). If Declarant undertakes additional expansion on the Non-Owned Expansion Area (which on the date hereof Declarant does not own or have any interest in) such additional expansion could result in there being thirty (30) more Lots added to the Summit Highlands II Area, for a maximum of eighty-nine (89) Lots.

E. The Lots will eventually contain attached or detached houses ("Units").

F. Declarant desires to provide for the orderly development of the Summit Highlands II Area, including the right to expand the Summit Highlands II Area from time to time, the establishment and maintenance of architectural controls and standards, the preservation of the open space, and the use and maintenance of Common Areas with facilities thereon, so that the residents may enjoy a fine living environment for their families.

G. The Summit Highlands II Homeowners Association ("Association") has been formed to regulate, administer and govern the Summit Highlands II Area for the fulfillment of the objectives of this Declaration with the power to levy and collect Assessments to provide the necessary funds for operating, maintaining, repairing and replacing the exterior faces of the

houses, grass and landscaped areas, driveways, walkways and private drives as hereinafter provided.

H. The City has approved Declarant's plan for the development of the Summit Highlands II Area.

I. The Spring Hill Drive Recreation Association has been created by Declarant pursuant to the Declaration of Covenants and Easements for The Spring Hill Drive Recreation Association (the "Recreation Declaration") to provide for the utilization of a parcel of land (the "Recreation Area") shown on the Site Plan for recreational purposes and certain recreational facilities (the "Recreational Facilities") constructed by Declarant and operated and maintained by the Spring Hill Drive Recreation Association, an Ohio not for profit corporation (the "Recreation Association"), and to perform certain other functions. The Association, as well as other homeowners associations which are hereafter designated by Declarant (if any) shall be members of the Recreation Association. The Owners of Units within the Huntsford Farms Area, the Summit Highlands Area, The Summit Highlands II Area, and other member developments shall pay the costs and expenses incurred by Declarant or the Recreation Association (1) associated with the maintenance, administration, operation and ownership of the Recreation Area and Recreation Facilities, and (2) in connection with the other duties and obligations of the Recreation Association, including, without limitation, those relating to the "Storm Water Facility Easement" and the "Spring Hill Drive Improvements," as defined in the Recreation Declaration. This Declaration is subject to the Recreation Declaration.

NOW THEREFORE, Declarant hereby declares that all of the Summit Highlands II Area shall be held, sold and conveyed subject to the following easements, restrictions, covenants, and conditions, which are created for the purpose of protecting the value and desirability of, and which shall run with, the real property and be binding on all parties having any right, title or interest in the Summit Highlands II Area or any part thereof, their heirs, successors and assigns, and shall inure to the benefit of each Owner thereof.

ARTICLE I. DEFINITIONS

Section 1. "Articles" shall mean the Articles of Incorporation of Summit Highlands II Homeowners Association, attached hereto as Exhibit C and filed with the Secretary of State of Ohio to form a not for profit corporation.

Section 2. "Assessments" shall mean Base Assessments and Special Assessments.

Section 3. "Association" shall mean the Summit Highlands II Homeowners Association, an Ohio not for profit corporation, its successors and assigns.

Section 4. "Base Assessments" shall mean assessments levied against all Lots with Units and their Owners in the Summit Highlands II Area to fund the Common Expenses.

Section 5. "Board" shall be the appointed or elected Board of Trustees of the Association.

Section 6. "By-Laws" shall mean the By-Laws of the Association, attached hereto as Exhibit D, as they may be amended from time to time.

Section 7. "Class B Control Period" shall mean the period of time during which there shall be a Class B Member as set forth in Article III. Section 2.

Section 8. "Collection Charge" shall mean interest, late payment charges, court costs, and other costs as set forth in Article IV. Section 4.d.

Section 9. "Common Areas" shall mean all real property described in Exhibit A-1 (including the improvements thereon) owned or designated to be owned by the Association for the use and enjoyment of the Owners. Without limiting the generality of the foregoing, all streets in the Summit Highlands II Area will be private drives and, therefore, will be Common Areas (and will be maintained by the Association as provided in this Declaration). Common Areas shall also include Utility Facilities on, in, over or through the Common Areas or a Lot (including a Unit), except that Utility Facilities within a Lot which exclusively serve that Lot shall not be part of the Common Areas. The Common Areas shall be conveyed to the Association within thirty (30) years after the time of the conveyance of the first Lot to a Class A Member. The Common Areas may be expanded or contracted by Declarant or the Association, as hereinafter set forth in Article X hereof. Declarant also reserves the right to grant easements in the Common Areas for the benefit of Declarant and other owners of land.

Section 10. "Common Expenses" shall mean expenses incurred by the Association for the general benefit of the Owners, the Summit Highlands II Area and/or the Association, including any reasonable reserves, as determined pursuant to this Declaration, the By-Laws and the Articles.

Section 11. "Community-Wide Standard" shall mean the standard of conduct, maintenance, or other activity generally prevailing throughout the Summit Highlands II Area. Such standard may be specifically determined and more comprehensively defined by the Declarant during the Class B Control Period and thereafter by the Board and the Architectural Control Committee.

Section 12. "Declarant" shall mean Spring Hill Residential Associates, an Ohio general partnership, or its successors and assigns who take title to any portion of the Summit Highlands II Area for the primary purpose of development and sale of Lots and houses thereon, and are designated as a successor Declarant in a recorded instrument executed by the immediately preceding Declarant.

Section 13. "Exclusive Use Area" shall mean certain portions of the Common Areas authorized in writing by the Declarant during the Class B Control Period and by the Association after the Class B Control Period, which are for the exclusive use and benefit of one or more Owners of Units in the Summit Highlands II Area, but not all of the Owners within the Summit Highlands II Area. That portion of a driveway or other improvement abutting a Unit which is not located within a Lot (and therefore lies within the Common Areas) shall be an Exclusive Use Area if construction was authorized by Declarant or the Association pursuant to this Declaration. The Exclusive Use Areas which have been identified as the date of this Declaration are shown on the Site Plan provided, however, that Declarant or the Association shall have the right to relocate any of such Exclusive Use Areas.

Section 14. "Insurable Loss" shall mean a loss to a Unit which is covered by the hazard insurance policy required of all Owners pursuant to Article VI. Section 4 hereof.

Section 15. "Lot" shall mean any plot of land designated as a Lot on a recorded subdivision map or other drawing of the Summit Highlands II Area, intended to contain a Unit. A Lot shall be deemed to include any Unit or other building or structure located thereon.

Section 16. "Member" shall mean a Class A member or a Class B member.

Section 17. "Mortgage" shall mean any permanent or construction mortgage deed on a Lot to secure a debt.

Section 18. "Mortgagee" shall mean the holder of any Mortgage.

Section 19. "Non-Owned Expansion Area" shall mean the land adjacent to the Summit Highlands II Area and/or the Owned Expansion Area (which on the date hereof is not owned by Declarant and Declarant has no interest therein), on which the Summit Highlands II Area may be expanded from time to time if Declarant acquires rights therein. If the Declarant acquires ownership rights in the Non-Owned Expansion Area, the Non-Owned Expansion Area shall be deemed to be part of the Owned Expansion Area for all purposes of this Declaration, including, without limitation, the provisions of Article III hereof.

Section 20. "Notice" shall mean depositing written notice in the regular United States mail, postage prepaid, to the addresses listed below or such other address as a party may designate in writing from time to time. Notice shall be deemed complete three days after mailing.

As to the Declarant: Spring Hill Residential Associates
14300 Ridge Road
North Royalton, Ohio 44133

As to the Association: Summit Highlands Homeowners Association
14300 Ridge Road
North Royalton, Ohio 44133

As to an Owner or Occupant: To the address of such Owner's Unit.

Section 21. "Occupant" shall mean any natural person who lives in a Unit within the Summit Highlands II Area.

Section 22. "Owned Expansion Area" shall mean the land described in Exhibit A-2 and shown on Exhibit B, on which the Summit Highlands II Area may be expanded from time to time.

Section 23. "Owner" shall mean the record owner (other than Declarant), whether one or more than one person, of a fee simple title to any Lot which is part of the Summit

Highlands II Area, including contract sellers, but excluding those having such interest merely as a security for the performance of an obligation.

Section 24. "Person" shall mean a natural person, a corporation, partnership, trustee, or other legal entity.

Section 25. "Recreation Association" shall mean Spring Hill Drive Recreation Association, an Ohio not for profit corporation, which will administer, maintain and operate the Recreation Facilities and the Recreation Area and perform such other duties as set forth in the Recreation Declaration.

Section 26. "Recreation Declaration" shall mean the Declaration of Covenants and Easements for the Spring Hill Drive Recreation Association, to which this Declaration is subject. The Recreation Declaration was recorded in Summit County Records prior to the recording of this Declaration.

Section 27. "Recreation Area" shall mean the land described in the Recreation Declaration on which Recreational Facilities shall be constructed for the use of Owners and others designated by Declarant pursuant to the Recreation Declaration.

Section 28. "Recreational Facilities" shall mean those facilities constructed by Declarant or installed by Declarant on the Recreation Area.

Section 29. "Rules" shall mean such rules and regulations to govern the regulation and use of the Common Areas and any facilities thereon, or to implement or augment the provisions of this Declaration as may be adopted from time to time by the Board or the Architectural Control Committee to implement and carry out the provisions and intent of this Declaration.

Section 30. "Site Plan" means the Site Plan set forth on Exhibit B and as the same may be amended from time to time.

Section 31. "Special Assessments" shall mean special assessments levied in accordance with this Declaration (a) to fund extraordinary expenditures such as capital improvements which will be paid by all Members, or (b) to recapture funds paid by the Association as the result of a default by an Owner or Occupant, which Special Assessments shall be paid by the defaulting Owner.

Section 32. "Summit Highlands II Area" shall mean the real property described in Exhibit A and shown on Exhibit B, as the same may be expanded or contracted by Supplemental Declaration from time to time.

Section 33. "Supplemental Declaration" shall mean an amendment or supplement to this Declaration, executed by Declarant or the Association, which (a) changes the character of the Lots and/or Common Areas, (b) subjects additional real property to this Declaration, (c) imposes, expressly or by reference, additional restrictions and obligations on the land described therein, and/or (d) releases portions of the Summit Highlands II Area from the obligations of this Declaration.



Section 34. "Unit" shall mean a structure containing living and cooking facilities intended to be used as a dwelling and located on a Lot within the Summit Highlands II Area which is capable of being occupied and (a) has been conveyed to a Class A Member; or (b) has been opened for model purposes. A "Unit" shall be deemed to include any heating or air conditioning unit, condenser, pipes, wires or facilities designed to serve a Unit, whether located on the exterior walls of a Unit or in a Lot or in the Common Areas. The Units shall be attached or detached houses, but except as may be required by the Architectural Control Committee pursuant to Article V hereof, there is no requirement that any Units be consistent with previously constructed Units in terms of appearance, type, quality of construction or otherwise.

Section 35. "Utility Facility" shall mean any water, sewer, drainage, retention or detention basin, electric, gas, telephone, cable TV, and any other utility line, pipe, conduit, wire, facility, installations, service connection, and any appurtenances thereto.

ARTICLE II. PROPERTY RIGHTS

Section 1. Owners' Rights of Enjoyment. Every Owner shall have a right and easement of enjoyment in and to use the Common Areas, which shall be appurtenant to and shall pass with the title to every Lot, subject to the following provisions:

a. The right of the Association to suspend the voting rights and right to use non-essential Common Areas by an Owner for any period during which any Assessment remains unpaid; and for a period not to exceed sixty (60) days for any infraction of its published Rules.

b. The right of the Association to dedicate or transfer all or any part of the Common Areas which have been transferred to it, to any governmental body or public agency, authority, or utility for such purposes and subject to such conditions as may be agreed to by the Board. No such dedication or transfer shall be effective unless an instrument agreeing to such dedication or transfer signed by two-thirds (2/3) of the members of the Board has been recorded.

Section 2. Delegation of Use. Any Owner may delegate, in accordance with the By-Laws, his right of enjoyment to the Common Areas to the members of his family, his tenants, or contract purchasers who are Occupants of his Unit.

ARTICLE III. MEMBERSHIP AND VOTING RIGHTS

Section 1. Owner Membership. Every Owner of a Lot shall be a Member of the Association. Membership shall be appurtenant to, and may not be separated from ownership of, any Lot which is subject to Assessment.

Section 2. Membership Classes. The Association shall have two classes of voting Membership:

Class A. Class A Members shall be all Owners, with the exception of the Declarant, and shall be entitled to one (1) vote for each Lot owned. When more than one person holds an interest in any Lot, all such persons shall be Members. The vote for such Lot shall be exercised as they determine (as set forth in the By-Laws), but in no event shall more than one vote be cast with respect to such Lot.



Class B. The Class B Member shall be the Declarant and shall be entitled to six (6) votes for each Lot owned by Declarant and each possible Lot within the Summit Highlands II Area and Owned Expansion Area (as it may be expanded), deemed initially to be fifty-nine (59) Lots for purposes of this Section 2, but Declarant reserves the right to increase or decrease the number of Lots, by notifying the Association in writing that Declarant contemplates having more or less than fifty-nine (59) Lots in the Summit Highlands II Area and Owned Expansion Area and specifying the number of Lots then contemplated by Declarant. The Class B Membership shall cease and be converted to Class A membership on (a) the twentieth (20th) anniversary of the conveyance of the first Lot to a Class A Member, (b) the date that the number of votes of Class A Members shall equal the number of votes of the Class B Members, or (c) upon the written authorization of such conversion by the Class B Member, whichever shall first occur.

ARTICLE IV. COVENANT FOR ASSESSMENTS

Section 1. Creation of Assessments. There are hereby created Assessments for Association expenses and charges as may from time to time specifically be authorized by the Board to be commenced at the time and in the manner set forth in this Article. There shall be two (2) types of Assessments: (a) Base Assessments to fund Common Expenses; and (b) Special Assessments.

Section 2. Base Assessments.

a. Annual Base Assessments shall be levied each year equally against the owners of all Units owned by Class A and Class B Members and the Lots on which such Units are located within the Summit Highlands II Area. Base Assessments shall be levied against each Class A and Class B Member calculated by multiplying the Common Expenses by a fraction, the numerator of which is the number of Units owned by such Member and the denominator of which is the total number of Units within the Summit Highlands II Area. Each Owner, by acceptance of a deed or recorded contract of sale to any portion of the Summit Highlands II Area, is deemed to covenant and agree to pay Assessments. No Member may waive or otherwise exempt himself or herself from liability for any of the Assessments provided for herein, including, by way of illustration and not limitation, by non-use of Common Areas or abandonment of a Unit. The obligation to pay Assessments is a separate and independent covenant on the part of each Member. No diminution or abatement of Assessments or set-off shall be claimed or allowed by reason of any alleged failure of the Association or Board to take some action or perform some function required to be taken or performed by the Association or Board under this Declaration or the By-Laws, or for inconvenience or discomfort arising from the making of repairs or improvements which are the responsibility of the Association, or from any action taken to comply with any law, ordinance, or with any order or directive of any municipal or other governmental authority.

b. Maximum Annual Base Assessments. Notwithstanding the provisions of Section 2a of this Article IV, until January 1 of the year immediately following the first conveyance of a Lot to a Class A Member (the "Normal Assessment Date"), the maximum annual Base Assessment shall be Eighty-nine Dollars (\$89.00) per month per Unit.

Section 3. Special Assessments.

a. Special Assessments for Capital Improvements and Other Extraordinary Expenses. In addition to the annual Base Assessments authorized in Section 2 of this Article IV, a Special Assessment applicable to that year only may be levied for the purpose of defraying, in whole or in part, the cost of any construction, reconstruction, repair or replacement of a capital improvement upon the Common Areas, including fixtures and personal property related thereto, or other extraordinary costs and expenses of the Association, provided that any such Special Assessment shall have the assent of fifty percent (50%) or more of each class of Members present at a special meeting duly called for this purpose.

b. Special Assessments Against Defaulting Class A Members. The Board may also levy a Special Assessment against any Class A Member to reimburse the Association for costs incurred in bringing the Class A Member and his Lot and/or Unit into compliance with the provisions of this Declaration, the Articles, the By-Laws, or the Rules. The Class A Member shall have an opportunity for a hearing in front of the Board if the Special Assessment is contested by the Class A Member by giving written notice to any member of the Board or to the Declarant as long as the Declarant is a Class B Member, within fifteen (15) days following receipt of notice by the Class A Member from the Board that such Special Assessment shall have been levied. In the event that a hearing shall be held by the Board as authorized above, then the decision of the Board shall be binding upon all interested Owners.

Section 4. Miscellaneous Assessment Provisions.

a. Notice and Quorum for Any Action Authorized Under Section 3. Written notice of any meeting called for the purpose of taking any action authorized under Section 3.a of this Article IV shall be sent to all Members not less than ten (10) days nor more than sixty (60) days in advance of the meeting. The presence of fifteen (15) Members including proxies entitled to cast votes for Class A Members or thirty percent (30%) of the Class A Members, whichever is less, shall constitute a quorum. In any event, the Declarant or its representatives shall not be required to attend such meeting, but if Declarant or its representative does not attend such meeting, then the written consent of Declarant shall be required before the action shall become effective. If the required quorum is not present, another meeting may be called subject to the same notice requirement, and the required quorum at the subsequent meeting shall be one-half (1/2) of the required quorum at the preceding meeting. No such subsequent meeting shall be held more than sixty (60) days following the preceding meeting. This procedure shall continue until a quorum is present.

b. Uniform Rate of Assessment. Except as provided in Section 3.b of Article IV, both annual Base and Special Assessments must be fixed at a uniform rate for all Units.

c. Date of Commencement of Annual Assessments: Due Dates. The Annual Base Assessments for each Unit shall commence (i) on the first day of the month following the conveyance of a Lot containing a Unit to a Class A Member or the completion of a Unit if a Lot is conveyed before a Unit is completed, or on the first day of a calendar month following the initial use of such Unit as a model unit, as the case may be. The first Annual Base Assessment shall be adjusted according to the number of months remaining in the calendar year. The Board shall endeavor to fix the amount of the Annual Base Assessment against each Unit at least thirty



(30) days in advance of each Annual Base Assessment period. Written notice of the Annual Base Assessment shall be sent to every Owner subject thereto. The due dates shall be established by the Board.

d. Lien Against Lot - Liability of Owner. All Assessments, together with other Collection Charges consisting of (i) interest determined on a uniform basis for all delinquent Owners by the Board at a rate not to exceed the highest rate allowed by Ohio law as computed from the date the delinquency first occurs, (ii) a late payment charge if any Assessment shall not be paid within thirty (30) days of the date due, as established from time to time by the Board (but in no event higher than ten percent (10%) of the amount due), and (iii) reasonable costs and attorney's fees shall be a charge on the land and shall be a continuing lien upon the Lot against which each Assessment is made whether or not a Notice of Lien shall have been filed of record. Each such Assessment, together with the Collection Charges, shall also be the personal obligation of the Person who was the Owner of such Lot at the time the Assessment arose, but his or her grantee shall not be personally liable for such Assessment unless expressly assumed by the grantee. Such Assessment, however, shall continue to be a lien on the Lot of the grantee, except no first Mortgagee, nominee of a first Mortgagee, or third party purchaser who obtains title to a Lot pursuant to the remedies provided in a first Mortgage shall be liable for unpaid Assessments which accrued prior to such acquisition of title.

e. Certificate of Paid Assessments. The Association shall, within a reasonable time after written demand, furnish to any Owner or other Person liable for any type of Assessment or any Person who has executed a contract to purchase a Unit or who has agreed to Mortgage a Unit a certificate in writing signed by an officer or Manager of the Association setting forth whether such Assessments have been paid as to any particular Unit. Such certificate shall be conclusive evidence of payment to the Association of such Assessments therein stated to have been paid. The Association may require the advance payment of a processing fee for the issuance of such certificate in such reasonable amount as may be set in the Bylaws from time to time.

f. Manner and Dates of Payments. Base Assessments and Special Assessments shall be paid in such manner and on such dates as may be fixed by the Board which may include, without limitation, acceleration of the Annual Base Assessment for delinquents. Unless the Board otherwise provides, the Base Assessment shall be paid in equal monthly installments.

Section 5. Liens.

a. Lien for Assessments. Upon the recording of a Notice of Lien on any Lot, there shall exist a perfected lien for unpaid Assessments and Collection Charges prior and superior to all other liens, except (i) all taxes, assessments, and other levies which by law would be superior thereto, and (ii) the lien or charge of any first Mortgage. Such lien may be enforced by suit, judgment, and foreclosure in the same manner as real estate mortgages may be foreclosed under Ohio law.

b. Subordination of the Lien to First Mortgages. The lien for unpaid Assessments, including Collection Charges provided for herein, shall be subordinate to the lien of any first Mortgage. The sale or transfer of any Lot shall not affect the Assessment lien for unpaid Assessments. However, the sale or transfer of any Lot pursuant to foreclosure of a first



Mortgage or transfer to a first Mortgagee or third party pursuant to a deed in lieu of foreclosure, shall extinguish the lien of such Assessments, but not the personal obligation of the Owner who owned the Lot at the time the debt was incurred, as to payments which became due prior to such sale or transfer. No sale or transfer shall relieve such Lot from lien rights for any Assessments thereafter becoming due. Where the Mortgagee holding a first Mortgage of record or other purchaser of a Lot taking through such a Mortgage obtains title pursuant to remedies under the Mortgage, its successors and assigns shall not be liable for the share of the Common Expenses or Assessments by the Association chargeable to such Lot which became due prior to the acquisition of title to such Lot by such acquirer. Such unpaid share of Common Expenses or Assessments shall be deemed to be Common Expenses collectable from Owners of all the Lots, including such acquirer, its successors and assigns.

Section 6. Capitalization of Association - Working Capital Contribution. Upon acquisition of record title by a Class A Member to a Lot with a Unit thereon by the first purchaser thereof other than the Declarant, a contribution shall be made by or on behalf of the purchaser to the working capital of the Association in an amount equal to one-sixth (1/6) of the amount of the Annual Base Assessment per Unit in effect on the date of such conveyance. This amount shall be deposited into the purchase and sales escrow and disbursed therefrom to the Association, for use in covering Common Expenses incurred by the Association pursuant to the terms of this Declaration and the By-Laws.

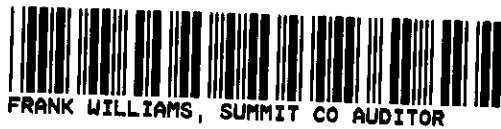
Section 7. Exempt Property. Notwithstanding anything to the contrary herein, the following property shall be exempt from payment of Base Assessments and Special Assessments:

- a. All Common Areas.
- b. All property dedicated to and accepted by any governmental authority or public utility, including, without limitation, public schools, public streets, and public parks, if any.
- c. Except for Special Assessments levied pursuant to Section 3.b of this Article IV, Lots which have never contained a Unit.

ARTICLE V. ARCHITECTURAL CONTROL COMMITTEE

Section 1. Authority of ACC. The Board of Trustees shall have the authority and standing, on behalf of the Association, to enforce in courts of competent jurisdiction decisions of the Architectural Control Committee (the "ACC") established in this Article V. This Article may not be amended without the Declarant's written consent so long as the Declarant owns any land subject to this Declaration.

No (a) construction, which term shall include within its definition, without limitation, staking, clearing, excavating, grading, and other site work of any building, fence, walk or other structure, shall be commenced, (b) exterior alteration or modification of existing improvements shall be undertaken, (c) plantings or removal of plants, trees, grass or shrubs shall take place, (d) change of the color or exterior material(s) of the exterior finish of any structure (including, without limitation, the roof, doors, windows and exterior walls of a Unit), and no



installations on or to the roof or exterior walls of a Unit or on a Lot shall be made, except in strict compliance with this Article V.

Section 2. Structure of Committee. The ACC shall be composed of three (3) natural persons appointed by the Board who need not be Members of the Association or Occupants of the Summit Highlands II Area. The affirmative vote of two (2) members of the ACC shall be required in order to adopt or promulgate any Rule or to issue any permit, authorization or approval pursuant to this Article.

Section 3. Approval of Plans.

a. Prior Approval Required. No building, deck, patio, fence, wall or other structure shall be commenced, erected, placed, moved onto or permitted to remain on the Summit Highlands II Area, nor shall the exterior of any Unit, Common Utility Facility, or fence be altered, modified or changed in any manner, nor shall any building or structure upon the Summit Highlands II Area be altered in any way which changes the exterior or the appearance thereof, nor, except in those areas designated pursuant to the Rules adopted by the Board or the ACC, shall any grading be commenced or changed or landscaping or grass installed, removed or changed, unless detailed plans and specifications of the proposed construction, installation or change shall have been submitted to and approved in writing (except where approval results from nonaction) by the ACC.

b. Nonaction by ACC. In the event that the ACC fails to approve or disapprove any plans and specifications as herein provided or to request additional information within forty-five (45) days after receipt of all required plans and specifications by the Chairman of the ACC, the same shall be deemed to have been approved, as submitted, and no further action shall be required.

Section 4. Grounds for Disapproval. The ACC shall have the right to disapprove any plans and specifications submitted hereunder because of any of the following:

- a. Failure of such plans or specifications to comply with any covenants and restrictions contained in this Declaration;
- b. Failure to include information in such plans and specifications as may have been reasonably requested;
- c. Incompatibility of design or appearance of any proposed structure or building with any existing or contemplated structures, buildings or existing topography;
- d. Objection to the location of any proposed structures;
- e. Objection to the color scheme, exterior materials, finish, proportions, style of architecture, height, bulk or appropriateness of any proposed building or structure;
- f. Objection related to the cost of maintenance;
- g. Likely interference of the installation with the quiet enjoyment of a neighbor;

or



h. Any other matter which, in the reasonable judgment of the ACC, will render the proposed building or structure inharmonious with the general plan of the Summit Highlands II Area, or the buildings, structures or uses within the Summit Highlands II Area, or below the Community-Wide Standard then existing.

In any case where the ACC shall disapprove any plans and specifications submitted hereunder or shall approve the same only as modified or under specified conditions, such disapproval or qualified approval shall be accompanied by a written statement of the grounds upon which such action was based.

Section 5. Rights of Appeal. If the ACC shall disapprove any plans and specifications submitted hereunder or any other matter brought before it, there shall be a right to appeal such decision to the Board. Such appeal must be submitted to the Board by the applicant, in writing, within thirty (30) days after receipt of notice of the decision from the ACC. No later than forty-five (45) days after receipt of the notice of appeal, the Board shall examine the plans and specifications or other data submitted, as well as the grounds upon which the ACC disapproved such plans and specifications. The affirmative vote of seventy-five percent (75%) of the members of the Board shall be required to reverse or modify decisions of the ACC.

Section 6. Violation of Article V.

a. Removal by Owner. If any building, fence, wall or other structure shall be constructed, installed, altered, erected, placed or maintained upon any portion of the Summit Highlands II Area or any plantings made or removed, or changes made to Lots or exteriors or exterior finishes of any structure, or installations made to roofs or exterior walls, without the approval of the ACC (unless exempted pursuant to the provisions of this Article V), such alteration, erection, placement, maintenance or use shall be deemed to have been undertaken in violation of this Article V and without the approval required herein. Upon written notice from the ACC, any trustee or officer of the Association or the Declarant, any such building, fence, wall, plant, landscaping, tree, exterior, exterior finish, or other structure so constructed, installed, changed, altered, erected, placed or maintained upon any portion of the Summit Highlands II Area in violation hereof shall be promptly removed or realtered by the Owner and any such use shall be terminated so as to extinguish such violation.

b. Removal by Board at Owner's Cost. If within fifteen (15) days after written notice of such a violation reasonable steps have not been taken toward the alleviation or termination of the same or if such remedial action is not prosecuted with due diligence until satisfactory completion of same, the Board shall have the right, through agents and employees, to enter upon the land and to summarily abate and/or remove any building, fence, wall, plant, landscaping, tree, exterior treatment, exterior finish, or other structure, or to take such steps as may be necessary to cure the violation. In addition to the foregoing, the Board shall have the right to obtain an injunction from any court having jurisdiction for the cessation of such alteration, erection or other act which is in violation of this Article V. The rights and remedies of the Board contained in this Article V shall be non-exclusive and in addition to any other rights or remedies available at law or in equity. The Board shall notify in writing the Person in violation of this Article V of all of the costs incurred to remedy same and any damages to which the Board may be entitled. If said amounts are not paid within ten (10) calendar days following said

notification, then the Board shall have the right to levy a Special Assessment against said Owner for such amount.

Section 7. Costs of Architectural Control Committee. The Board shall establish an annual budget for the costs and expenses of any architects or other consultants or professionals on the ACC. All other members shall not be compensated for their services. The costs of ACC shall be a part of the Common Expenses of the Association.

Section 8. Liability of Members of Architectural Control Committee. No member of the ACC shall be liable to the Association, any Member, or any Person for his acts or omissions or for failure to act, except for acts of a malicious or wanton nature. Except for acts of a malicious or wanton nature by any member of the ACC, the Association shall indemnify and save each member of the ACC harmless from and against any and all costs, liabilities, damages, and expenses, including reasonable attorneys fees, which may be incurred by such member of the ACC in connection with or arising out of the activities of such person as a member of the ACC. Any amounts payable pursuant to this Section 8 shall be deemed to be Common Expenses.

Section 9. No Waiver of Future Approvals. The approval of the ACC of any proposals or plans and specifications or drawings for any work done or proposed, or in connection with any other matter requiring the approval and consent of the ACC, shall not be deemed to constitute a waiver of any right to withhold approval or consent as to any similar proposals, plans and specifications, drawings, or matters whatever subsequently or additionally submitted for approval or consent.

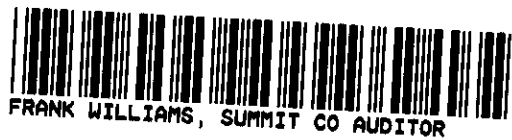
Section 10. Declarant Not Subject to ACC. The Declarant shall not be subject to the provisions of this Article V and the Declarant may undertake any construction (as defined in Section 1 of this Article V) or alteration of any building, fence, wall or other structure, and may plant or remove trees, plants, grass or shrubs without the approval of the ACC or the Board.

Section 11. Board's Right to Act as ACC. If the Board elects not to appoint an ACC, the Board shall undertake the functions and duties of the ACC as set forth in this Article V, and there shall be no right to appeal the decisions of the Board, except as may be otherwise afforded under applicable law.

ARTICLE VI. ASSOCIATION'S AND OWNER'S RESPONSIBILITIES

Section 1. Association's Maintenance Responsibility.

a. Association Repairs Generally. The Association shall make all repairs and replacements and provide any maintenance (including necessary painting) to maintain and keep in good condition and repair, clean and aesthetically pleasing (the "Maintenance Standards") (i) the Common Areas including Exclusive Use Areas; provided, however, that to the extent the City of Macedonia or City of Cleveland has agreed to maintain and does maintain the storm sewers, sanitary sewers and water lines, and their appurtenances, within the Common Areas, the Association shall not be required to do such maintenance, (ii) paved walks, driveways and parking areas located on Lots or Common Areas (including Exclusive Use Areas), (iii) the exterior faces of the exterior walls, roofs, gutters, chimneys, downspouts and roof drainage systems of the Units (excluding foundations and windows and doors and their frames, hardware and appurtenances, except that the Association shall be responsible for painting the exterior of



the doors and their frames), (iv) any grass, and (v) any landscaping on Lots installed by the Declarant. In undertaking such duties, the Association shall be responsible for the repair and replacement of paving, snow removal, cutting grass, pruning and replacing landscaping installed by the Declarant, painting, and, except as otherwise provided, providing all other maintenance, repair and replacements to the property the Association is required to maintain to comply with the above Maintenance Standards. Notwithstanding the above, the Owner of a Lot shall make any repairs and replacements to the Unit or the Lot required (i) as the result of an Insurable Loss, to restore the Unit to its condition existing immediately preceding such loss; or (ii) as the result of the acts or negligence of such Owner or his or her Occupants or their respective agents, employees, guests, or contractors. The Association shall not be responsible for the maintenance of any heating and air conditioning facilities located on or outside of the exterior walls of a Unit which exclusively serve that Unit.

b. Common Area Watering System Maintenance. To the extent that any watering system (if any) shall be inadequate to service the Common Areas, the Association (including the Declarant) shall have the right to connect its watering hoses to any exterior water spigot or connection on a Unit and to use that water for watering the grass and/or landscaping within the Common Areas. The cost of such water use shall be paid for by the Owner of the Unit whose water is used, without contribution from the Declarant or the Association.

c. Association Not Responsible for Individual Lots. Neither the Association nor the Declarant shall have any responsibility for the repair or maintenance of a Lot or Unit, except as expressly stated herein.

Section 2. Owner's Maintenance Responsibility.

a. Owner Responsible for Individual Lot. Each Owner shall maintain his or her Lot, Unit, and all structures on the Lot in good condition and repair, clean, neat and attractive and in a manner consistent with the Community-Wide Standard and all applicable covenants of this Declaration, unless such maintenance responsibility is expressly assigned to the Association pursuant to Article VI Section 1 above.

b. Additional Maintenance by Owner. Notwithstanding the provisions of Section 1 of this Article VI above, each Owner shall (i) keep his or her Lot clean and free from debris, garbage, rubbish and rubble; (ii) be responsible for all lawn and shrub watering on his or her Lot and any grass and landscaping directly abutting his or her Lot; (iii) replace any broken glass on the exterior of his or her Unit; (iv) make any repairs required to stop water from entering the foundation of a Unit; (v) be responsible for the removal of snow from any walkways on his or her Lot (unless the Association at any time and from time to time elects by Board resolution to provide this service to all Lots containing a Unit, reserving the right to discontinue such service at anytime); (vi) make any repairs or replacements to the exterior of the Unit or Lot resulting from an Insurable Loss; (vii) make any repairs to a Unit or Lot caused by the act or negligence of such Owner or his or her Occupants, or their agents, employees, guests or contractors; (viii) make repairs to any decks, patios, porches or other similar kinds of improvements located outside of the exterior walls of the Unit, whether installed by Declarant or Owner; (ix) keep in good repair any Utility Facilities located on such Owner's Lot which exclusively serve such Lot; and (x) keep any landscaping neat, trimmed and sightly unless such landscaping was originally installed by Declarant.



c. Owner to Repair Damage. Each Owner shall make all repairs and shall perform such maintenance to any part of his or her Lot or the Common Areas (including, without limitation, an Exclusive Use Area) required as the result of the acts or negligence of such Owner or Occupant, or their respective employees, agents, contractors or guests.

d. Repairs on Default of Owner. In the event that an Owner fails to comply with the provisions of this Section 2 of this Article VI, the Association shall have the right to make such repairs on behalf of such Owner, after having given written notice to the Owner and the failure of the Owner to make such repairs within thirty (30) days following receipt of such notice (except in emergencies when only such lesser period as may be reasonable in the circumstances shall be required and notice may be dispensed within); provided, however, if within said thirty (30) day period the Owner shall commence to make the required repair, then such thirty (30) day period shall be extended as long as said Owner is diligently proceeding. In addition, if any Owner shall fail to obtain the insurance required of such Owner under Section 4 of Article VI, the Association shall have the right, but shall not be obligated, to obtain said insurance after having given at least ten (10) days notice to the Owner. Under no circumstances shall the Association or the Declarant incur any liability for failure to enforce the Owner's duty to carry all risk insurance as required under this Declaration, or to obtain such insurance on behalf of the Owner.

If the Association incurs any expenses required of an Owner hereunder as permitted in this Section 2d of this Article VI, then the Owner shall pay to the Association the amounts expended by the Association within fifteen (15) days following receipt of an invoice. The amounts expended by the Association and not reimbursed as required above shall be deemed to be a Special Assessment levied against such Lot Owner.

e. Repairs Include Replacements. The term "repair" as used in Section 1 and Section 2 of this Article VI shall include necessary replacements located on a Lot or on the Common Areas.

Section 3. Association Insurance.

a. Property Insurance. The Association shall obtain all-risk property hazard insurance for all insurable improvements on the Common Areas (except that driveways and other installations made on Exclusive Use Areas shall be insured by the Unit Owner), including Builder's Risk coverage, naming Declarant as an additional insured. This insurance shall be in an amount sufficient to cover one hundred percent (100%) of the replacement cost in the event of damage or destruction from any insured casualty without co-insurance penalty.

b. Liability Insurance. The Association shall further keep in full force and effect naming Declarant as an additional insured public liability insurance with personal injury liability coverage and with a contractual liability endorsement with minimum limits of at least One Million Dollars (\$1,000,000.00) on account of bodily injuries to or death of one (1) or more than one (1) person as a result of any one (1) accident or disaster and Five Hundred Thousand Dollars (\$500,000.00) on account of damage to property.

c. Deductible - General Provisions. The hazard insurance policies may contain a reasonable deductible. All insurance coverage shall be governed by the provisions hereinafter set forth:



i. All policies shall be written with a company with a minimum policy holder's rating of A- and a minimum financial rating of XII under Best's Key Rating Guide-Casualty most recently published by A.M. Best Company and licensed to do business in Ohio.

ii. Exclusive authority to adjust losses under policies obtained by the Association on the Summit Highlands II Area shall be vested in the Association's Board; provided, however, no Mortgagee having an interest in such losses may be prohibited from participating in the settlement negotiations, if any, related thereto.

iii. In no event shall the insurance coverage obtained and maintained by the Association's Board hereunder be brought into contribution with insurance purchased by individual Owners, Occupants, or their Mortgagees.

iv. All casualty insurance policies shall have an inflation guard endorsement, if reasonably available, and an agreed amount endorsement.

v. The Association's Board shall be required to make every reasonable effort to secure insurance policies that will provide for the following:

(1) a waiver of subrogation by the insurer as to any claims against the Association's Board, its manager, the Owners, and their respective tenants, servants, agents, and guests;

(2) a waiver by the insurer of its rights to repair and reconstruct, instead of paying cash;

(3) a statement that no policy may be canceled, invalidated, suspended, or subject to nonrenewal on account of any one or more individual Owners;

(4) a statement that no policy may be canceled, invalidated, suspended, or subject to nonrenewal on account of the conduct of any director, officer, or employee of the Association or its duly authorized manager without prior demand in writing delivered to the Association to cure the defect and the allowance of a reasonable time thereafter within which the defect may be cured by the Association, its manager, any Owner, or Mortgagee;

(5) that any "other insurance" clause in any policy exclude individual Owners' policies from consideration; and

(6) that the Association and Declarant (and any named Mortgagee) will be given at least thirty (30) days' prior written notice of any cancellation, substantial modification, or non-renewal.

d. Worker's Compensation. In addition to the other insurance required by this Section 3 of Article VI, the Board shall obtain, as a Common Expense, worker's compensation insurance, if and to the extent required by law; directors' and officers' liability coverage, if reasonably available at a reasonable price; a fidelity bond or bonds on directors, officers, employees, and other Persons handling or responsible for the Association's funds, if reasonably available; and flood insurance, if required. The amount of fidelity coverage shall be determined



in the Trustees' best-business judgment but, if reasonably available, may not be less than three (3) months' Base Assessments on all Lots, plus reserves on hand. Bonds shall contain a waiver of all defenses based upon the exclusion of persons serving without compensation and shall require at least thirty (30) days' prior written notice to the Association and Declarant of any cancellation, substantial modification, or non-renewal.

Section 4. Insurance for Owners. By virtue of taking title to a Lot which is subject to the terms of this Declaration, each Owner covenants and agrees with all other Owners and with the Association that each Owner shall carry his or her all-risk casualty insurance on the Unit and Lot meeting the same requirements as set forth in Section 3.a and Section 3.c of this Article VI.

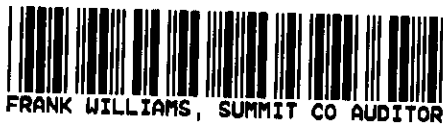
Section 5. Taxes and Assessments. The Association shall pay all real estate taxes and assessments levied against the Common Areas and any other property owned by the Association, seen or unforeseen, general or special. Owners of Lots shall pay all real estate taxes and assessments levied on their Lots.

Section 6. Utilities. The Association shall pay for all charges for water, sewer, electricity, gas, telephone and any other utility services used, rented or supplied to or in connection with any Common Areas except for water pursuant to Section 1.b of Article VI. Each Unit shall have its own separate utility meters.

Section 7. Garbage Removal. The Association shall arrange for the collection of garbage and rubbish from each Unit to be paid for directly by the Unit Owner or by the Association and charged to the Unit Owner as a Common Expense, unless such service shall be provided by the City of Macedonia. The Association may adopt rules with respect to garbage collection.

Section 8. Exclusive Use Areas.

a. Designation by the Board. The Association shall designate as Exclusive Use Areas those areas outside of the bounds of a Lot which may be used exclusively by the Owner or Occupant of a Lot and/or for the installation of facilities, fixtures or structures, subject to the approval of the construction plans by the ACC. Such designation may be limited in time or scope in the sole discretion of the Association; provided, however, that the right is reserved by the Declarant and the Association to use all Exclusive Use Areas for Utility Facilities. Notwithstanding anything in this Declaration which may be to the contrary, the Owner granted the right to use an Exclusive Use Area (a) may be required by the Board or this Declaration to maintain the Exclusive Use Area in good condition and repair, clean and attractive, (b) shall indemnify the Association from any and all costs, losses, damages, liabilities and expenses, including, without limitation, attorneys fees, which the Association may incur in connection with such Exclusive Use Area and/or the activities of the Owner, its agents, employees, contractors and guests thereon, (c) shall insure the Exclusive Use Area as part of his or her Lot, and (d) may be required to undertake some or all of the duties and obligations with respect to the Exclusive Use Area (other than the payment of taxes on the land, but not necessarily the improvements) which would be applicable if the Exclusive Use Area were part of his or her Lot. When an Exclusive Use Area has been designated, the Owner given the right to use such Exclusive Use Area shall have the Exclusive Right to use such area and as far as any other Owners or



Occupants are concerned, the Exclusive Use Area shall no longer be part of the Common Areas. Records of Exclusive Use Areas shall be maintained by the Association and shall be open to examination by any Member at reasonable times. The Association for good cause as reasonably determined by the Association shall have the right to discontinue the use of the Exclusive Use Area by an Owner, in which event the Exclusive Use Area shall become part of the Common Areas for all purposes of this Declaration.

b. Designated by Declarant. Except for the sidewalks, the Declarant has designated the Common Areas in front of each Lot between the Lot and street curb as an Exclusive Use Area, as shown on the Site Plan. Unless otherwise specified in writing by the Association or the Declarant, such Exclusive Use Area shall be limited to the installation of a driveway which connects the driveway on the Lot with private street, the installation of Utility Facilities which are part of the Common Area and, if approved by the Declarant or the ACC, the installation of grass or the installation of trees and other landscaping.

Section 9. Enforcement. The Association shall take all actions reasonably necessary under the circumstances to enforce the provisions of this Declaration.

ARTICLE VII. DAMAGE AND DESTRUCTION

Section 1. Common Area. As used in this paragraph, repair and restoration means repairing and restoring the Summit Highlands II Area to substantially the same condition in which they existed prior to the fire or other casualty, allowing for any changes or improvements necessitated by changes in applicable building codes.

a. Claim for Damage Covered by Association Insurance. Immediately after damage or destruction by fire or other casualty to all or any part of the Summit Highlands II Area covered by insurance written in the name of the Association, the Board or its duly authorized agent shall proceed with the filing and adjustment of all claims arising under such insurance and obtain reliable estimates of the cost of repair and reconstruction.

b. Repair of Damage Covered by Association Insurance

i. Any damage or destruction to non-essential Common Areas required to be insured against by the Association shall be repaired and restored unless the casualty will cost more than Twenty Thousand Dollars (\$20,000) (2001 constant dollars) to restore and the Members representing at least seventy-five percent (75%) of the total vote of each class of Members shall decide within forty-five (45) days after the casualty not to repair or restore. If for any reason either the amount of the insurance proceeds to be paid as a result of such damage or destruction, or reliable estimates of the cost of repair or reconstruction, or both, are not made available to the Association within said period, then the period shall be extended until such information shall be made available; provided, however, such extension shall not exceed sixty (60) additional days. No Mortgagee shall have the right to participate in the determination of whether the damage or destruction to Common Areas shall be repaired or restored; provided, however, this provision shall not apply to construction Mortgagees providing construction financing for such damaged property.

ii. Damage Covered by Association Not Repaired. In the event that it should be determined in the manner described above that the damage or destruction to the



Common Areas shall not be repaired or restored but no alternative improvements are authorized, then and in that event the affected portion of the Summit Highlands II Area shall be returned to their natural state and maintained by the Association in a neat and attractive condition consistent with the Community-Wide Standard.

c. Use of Insurance Proceeds. If the damage or destruction for which the proceeds of insurance policies are paid is to be repaired and restored, the proceeds, or such portion thereof as may be required for such purpose, shall be disbursed in payment of such repairs and restoration as hereinafter provided. Any proceeds remaining after defraying such costs of repair and restoration to the Common Areas shall be retained by and for the benefit of the Association and placed in a capital improvements account. In the event no repair and restoration is made, any insurance proceeds shall be retained by and for the benefit of the Association and placed in a capital improvement account. This is a covenant for the benefit of any Mortgagee of a Lot and may be enforced by such Mortgagee.

d. Damage Exceeding Insurance Proceeds. If after the damage or destruction to the Common Areas insurance proceeds are not sufficient to defray the cost thereof, notwithstanding anything in this Declaration to the contrary, the Board shall, without the necessity of a vote of the Members, levy a Special Assessment against all Owners on the same basis as provided for Annual Base Assessments. Additional Special Assessments may be made in like manner at any time during or following the completion of any repair or reconstruction.

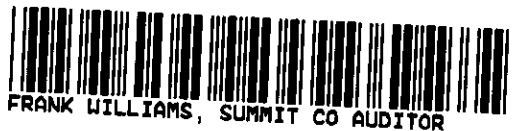
Section 2. Insurance Certificate for Units. Each Unit Owner shall within ten (10) days prior to the date such Owner acquires title to a Unit and at least ten (10) days prior to the expiration of a policy, cause its insurance carrier to (a) issue a certificate to the Association evidencing that such Unit Owner has the insurance required under Article VI. Section 4; and (b) agree to give written notice to the Association of the cancellation or reduction of such coverage. If such insurance or certificate is not obtained, the Association shall have the rights set forth in Article VI. Section 2.

ARTICLE VIII. NO PARTITION

Except as is permitted in this Declaration or amendments thereto, there shall be no physical partition of the Common Areas or any part thereof, nor shall any Person acquiring any interest in the Summit Highlands II Area or any part thereof seek any judicial partition unless the Summit Highlands II Area have been removed from the provisions of this Declaration. This Article VIII shall not be construed to prohibit the Board from acquiring and disposing of tangible personal property nor from acquiring title to real property (and then disposing of such real property) which may or may not be subject to this Declaration.

ARTICLE IX. CONDEMNATION

Whenever all or any part of the Common Areas shall be taken, or conveyed in lieu of and under threat of condemnation by the Board acting on the written direction of Members representing at least two-thirds (2/3) of the total voting power of each class of Membership by any authority having the power of condemnation or eminent domain, each Owner shall be entitled to notice thereof. The award made for such taking shall be payable to the Association for all Owners to be disbursed as follows:



If the taking involves a portion of the Common Areas on which improvements have been constructed, then, unless within sixty (60) days after such taking Members representing at least seventy-five percent (75%) of the total voting power of each class of Membership shall otherwise agree, the Association shall restore or replace such improvements so taken on the remaining land included in the Common Areas to the extent lands are available therefor, in accordance with plans approved by the Board. If such improvements are to be repaired or restored, the above provisions in Article VII hereof regarding the disbursement of funds in respect to casualty damage or destruction which is to be repaired shall apply. If the taking does not involve any improvements on the Common Areas, or if there is a decision made not to repair or restore, or if there are net funds remaining after any such restoration or replacement is completed, then such award or net funds shall be disbursed to the Association and used for such purposes the Board shall determine.

ARTICLE X. STAGED DEVELOPMENT - ADDITION OR DELETION OF PROPERTY

Section 1. Development in Stages. Declarant intends to develop the Lots, Units and the Common Areas within the Summit Highlands II Area as it is expanded (or contracted from time to time) in stages. The Common Areas may be developed, constructed and installed as the Lots are developed and Units constructed. The timing of the development is uncertain, but initially only a small portion of the Lots will be developed and Declarant shall only be required to construct those private drives, drives and Utility Facilities which are necessary to support fully developed Lots and Units.

Section 2. Reduction of Summit Highlands II Area. Declarant reserves the right from time to time (a) to reduce the number of Lots within the Summit Highlands II Area, (b) to eliminate, reduce, or change the configuration of any Common Areas, and (c) to modify, reduce, or change the configuration of the Summit Highlands II Area. To accomplish any of the foregoing changes, Declarant or the Association shall execute and file a Supplemental Declaration with the Summit County Recorder.

Section 3. Declarant's Right to Expand the Summit Highlands II Area. Declarant reserves the right from time to time to expand the Summit Highlands II Area to include all or any part of the land within the Owned Expansion Area or the Non-Owned Expansion Area. (As of the date hereof, Declarant does not own any land within the Non-Owned Expansion Area and has no legal interest of any kind in any of such land.) Upon such expansion, such additional land may be used for Common Areas and/or Lots, as Declarant shall determine. Declarant reserves the right to eliminate one (1) or more Lots in connection with such expansion. To exercise such right of expansion, Declarant or the Association shall file a Supplemental Declaration with the Recorder of Summit County, Ohio, which Supplemental Declaration shall describe the additional land being added to the Summit Highlands II Area and include a Site Plan showing the additional land being added showing the Lots being added and showing the Common Areas, if any. The maximum number of Lots which may be added to the Summit Highlands II Area from time to time in the event of expansion shall be thirty-nine (39) in the Owned Expansion Area and thirty (30) in the Non-Owned Expansion Area, and the total number of Lots which may be within the Summit Highlands II Area when fully expanded shall not exceed eighty-nine (89). Unless at least two-thirds (2/3) of each class of Member of the Association shall approve the right to expand the Summit Highlands II Area at a meeting held for such purpose, the right to expand the Summit Highlands II Area shall expire on the twentieth (20th) anniversary of the date of this Declaration.



Class A Members will have the right to exercise voting rights with respect to Units in the Lots which they own following the first conveyance of the Lot containing a Unit by the Declarant. There are no requirements within the Summit Highlands II Area including any phase and any expansion, that the improvements constructed thereon be consistent with the initial improvements constructed in the Summit Highlands II Area in terms of appearance, type, quality of construction, or otherwise. The foregoing sentence, however, shall not be deemed to change the authority of the ACC pursuant to Article V hereof.

Section 4. Conversion of Common Areas to Lots and Lots to Common Areas.

Declarant shall have the right from time to time prior to the thirtieth (30th) anniversary of the date of this Declaration to convert portions of Lots to Common Areas and to convert Common Areas to Lots. To accomplish said conversion, Declarant or the Association shall execute and file a Supplemental Declaration with the Summit County Recorder describing the portion of the Lot to be converted to a Common Area and/or the portion of a Common Area to be converted to a Lot.

ARTICLE XI. MANAGEMENT OF THE ASSOCIATION

Section 1. Common Area. The Association shall be responsible for the management and control of the Common Areas and all improvements thereon.

Section 2. Personal Property and Real Property for Common Use. The Association, through action of its Board may acquire, hold, and dispose of tangible and intangible personal property and real property. The Board, acting on behalf of the Association, shall accept any real or personal property, leasehold, or other property interests within the Summit Highlands II Area conveyed to it by the Declarant.

Section 3. Employees and Managers. The Association shall have the right to engage employees and agents, including, without limitation, attorneys, accountants and consultants, and maintenance firms and contractors. The Association shall have the right to delegate all or any portion of its authority and responsibilities to a manager, managing agent, or management company (a "Manager"). Such delegation may be evidenced by a management agreement which shall provide for the duties to be performed by the Manager and for the payment to the Manager of reasonable compensation. Upon the expiration of each management agreement, the Association may renew said management agreement or enter into a different agreement with the same or a different Manager, provided that no management agreement or renewal thereof shall be for a period longer than three (3) years, and provided, further, that the Board may designate a different Manager with whom the Association shall enter into an agreement after the expiration of the then existing management agreement. The Manager may be the Declarant or an entity owned, controlled by, affiliated with, or associated with the Declarant or any shareholder, officer, director, agent or employee of Declarant (an "Affiliate"), but any such management agreement with Declarant or an affiliate of Declarant shall not extend longer than three (3) years after the end of the Class B Control Period.

Section 4. Enforcement. The Association may take all actions reasonably necessary under the circumstances to enforce the provisions of this Declaration.

Section 5. Rules and Regulations. The Association, through its Board may make and enforce reasonable Rules governing the use of the Summit Highlands II Area, which Rules

shall be consistent with the rights and duties established by this Declaration. Sanctions may include suspension of the right to vote and/or the right to use recreational facilities that are part of the Common Areas if an infraction is not remedied within sixty (60) days. The Board shall, in addition, have the power to seek relief in any court for violations or to abate nuisances.

Section 6. Implied Rights. The Association may exercise any other right or privilege given to it expressly by this Declaration or the By-Laws, and every other right or privilege reasonably to be implied from the existence of any right or privilege given to it herein or reasonably necessary to effectuate any such right or privilege.

ARTICLE XII. RESTRICTIONS

The Summit Highlands II Area shall be used only for residential, recreational, and related purposes (which shall include, without limitation, offices for any property manager retained by the Association or sales or business offices for the Declarant or the Association). The Association, acting through its Board of Trustees, shall have standing and the power to enforce such restrictions. The following restrictions shall be applicable to the Summit Highlands II Area and all Owners, Occupants or any guests:

Section 1. Signs. No sign or advertising device of any kind, including but not limited to political signs, shall be erected within the Summit Highlands II Area without the prior written consent of the Declarant during the Class B Control Period or the Board thereafter. Except for signs installed by Declarant and the Association, no "For Sale" or "For Rent" or similar signs shall be permitted. The Board and the Declarant shall have the right to erect signs or other advertising devices within the Summit Highlands II Area as they, in their sole discretion, deem appropriate.

Section 2. Parking - Motor Vehicles. Vehicles shall be parked only in the attached garages or in the designated parking spaces or other designated areas. The Declarant and/or the Association may designate certain on-street parking areas for visitors or guests subject to reasonable Rules. Commercial vehicles (excluding two-axle trucks), tractors, mobile homes, boats, recreational vehicles, trailers (either with or without wheels), campers, camper trailers, and boat trailers shall not be parked or stored in the Summit Highlands II Area other than in garages unless permitted by the Board and then only in areas designated by the Board. No unlicensed motor vehicles may be parked anywhere in the Summit Highlands II Area except within garages. The Declarant shall be permitted to park vehicles in parking spaces and other areas designated by Declarant as may be necessary to perform construction, repairs, sales and other functions of the Declarant. Notwithstanding anything herein to the contrary, the Board shall have the right to adopt rules relating to parking in drives.

Section 3. Animals and Pets. No animals, livestock, or poultry of any kind shall be raised, bred, or kept on any portion of the Summit Highlands II Area, except that one (1) dog, up to two (2) cats, fish in indoor aquariums or tanks, and birds and reptiles in cages and tanks shall be permitted. No pets are permitted to roam free; those which, in the sole discretion of the Board, endanger the health, make objectionable noise or odors, or constitute a nuisance or inconvenience shall be removed upon request of the Board; and if the Owner fails to honor such request, the animal may be removed by the Board. No animals shall be kept, bred, or maintained

for any commercial purpose. Dogs or cats which are household pets shall at all times whenever they are outside be confined on a leash held by a responsible person.

Section 4. Nuisance. No portion of the Summit Highlands II Area shall be used, in whole or in part, for the storage of any property or thing that will cause it to be or to appear to be in an unclean or untidy condition or that will be obnoxious to the eye; nor shall any substance, thing, or material be kept upon any portion of the Summit Highlands II Area that will emit foul or obnoxious odors or that will cause any noise or other condition that will or might disturb the peace, quiet, safety, comfort, or serenity of the occupants of surrounding property. No noxious or offensive activity shall be carried on upon any portion of the Summit Highlands II Area, nor shall anything be done thereon tending to cause embarrassment, discomfort, annoyance, or nuisance to any person using any portion of the Summit Highlands II Area. There shall not be maintained any plants or animals or device or thing of any sort whose activities or existence in any way is noxious, dangerous, unsightly, unpleasant, or of a nature as may diminish or destroy the enjoyment or value of the Summit Highlands II Area.

Section 5. Antennas. No exterior antennas, aerials, satellite dishes, or other apparatus for the reception or transmission of television, radio, or other signals of any kind shall be placed, allowed, or maintained upon any portion of the Summit Highlands II Area, including any Lot, without the prior written consent of the Board. The Declarant and/or the Association shall have the right, without obligation, to erect an aerial, satellite dish, or other apparatus for a master antenna or cable system for the benefit of all or a portion of the Summit Highlands II Area, should any such master system or systems be utilized by the Association and require any such exterior apparatus. The provisions of this Section 5 are subject to applicable federal law as may be promulgated from time to time.

Section 6. Subdivision of Residences. Except for Lots owned by Declarant, no Lot shall be subdivided or the boundary lines of a Lot changed except with the prior written approval of the Board. Declarant, however, hereby expressly reserves the right to re-plat any Lot owned by Declarant. Any such subdivision, boundary line change, or replatting shall not be in violation of the applicable subdivision and zoning regulations.

Section 7. Guns. The discharge of weapons within the Summit Highlands II Area is prohibited. The term "weapons" includes "B-B" guns, pellet guns, and firearms of all types, regardless of size, bows and arrows, and slingshots.

Section 8. Tents, Trailers and Temporary Structures. Except as may be permitted by the Declarant within the Summit Highlands II Area, no tent, utility shed, shack, trailer or other structure of a temporary nature shall be placed upon a Lot or any part of the Summit Highlands II Area.

Section 9. Lighting. Except for seasonal decorative lights, which may be displayed between Thanksgiving and January 10 only, all exterior lights must be approved in accordance with Article V of this Declaration.

Section 10. Waiver of Subrogation. Declarant, each owner and Occupant, the Association, and any Person who owns, leases, operates or controls any Unit, improvement, building, structure, fixture, or item of personal property within the Summit Highlands II Area, as a condition of accepting title and/or possession of a Residence or other building or structure



agrees for themselves, and their respective successors, heirs, executors, administrators, personal representatives, assigns and lessees, provided such agreement does not invalidate or prejudice any policy of insurance, in the event that any Unit, building, structure, improvement, fixture, or item of personal property within the Summit Highlands II Area are damaged or destroyed by fire or other casualty that is covered by insurance of the Declarant, Association, any Owner, Occupant or any other Person that owns, leases, operates or controls any portion of the Summit Highlands II Area, and lessees and sublessees of any of them, the rights, if any, of any of them against any other, or against the guests, employees, agents, employees, licensees or invitees of any of them with respect to such damage or destruction and with respect to any loss resulting therefrom, are hereby waived to the extent of the proceeds of insurance covering such damage or destruction.

Section 11.Grading. No person shall change the grade of any portion of the Summit Highlands II Area without first obtaining the prior written consent of the Board or the ACC.

Section 12.Unsightly or Unkempt Conditions. It shall be the responsibility of each Owner to prevent the development of any unclean, unhealthy, unsightly, or unkempt condition on his or her Lot or Exclusive Use Area or any property therein. The pursuit of hobbies or other activities, including specifically, without limiting the generality of the foregoing, the assembly and disassembly of motor vehicles and other mechanical devices which might tend to cause disorderly, unsightly or unkempt conditions shall not be pursued or undertaken on any part of the Summit Highlands II Area.

Section 13.Garbage Cans. All garbage cans and other similar items shall be kept within garages except during a reasonable period to be established by the Board preceding the pick-up of such garbage so as to be concealed from view of neighboring Units, streets, and property located adjacent to the Unit. All rubbish, trash and garbage shall be kept in proper containers in accordance with applicable law and the rules to be adopted by the Association.

Section 14.Air Conditioning Units. Except as may be permitted by the Board, no window air conditioning units will be installed in any Unit.

Section 15.Leasing. No Owner shall lease his or her Unit for less than six (6) months or lease a portion (but not all) of a Unit, without the prior consent of the Association. The names of all persons leasing a Unit shall be furnished to the Association by the Owner as a condition of such lease; and any lessee shall be subject to all of the duties and obligations set forth in this Declaration.

Section 16.Business Use. No trade or business may be conducted in or from any Unit, except that an Owner or Occupant may conduct business activities within the Unit so long as:

- a. The existence or operation of the business activity is not apparent or detectable by sight, sound or smell outside of the Unit;
- b. The business activity conforms to all zoning and other governmental requirements;

c. The business activity does not involve door to door solicitation of residents within the Summit Highlands II Area;

d. The business activity is consistent with the residential character of the Summit Highlands II Area and does not constitute a nuisance, or hazardous or offensive use, or threaten the security or safety of other residents, as may be determined in the sole discretion of the Board; and

e. The business will not generate the need for more than one (1) parking space at any given time for the visitors of such Unit and any such visitor must park in front of the Unit in which the business is being operated.

Section 17. Repair or Removal of Damaged Property. In the event that any improvement, building or structure within a Lot or Exclusive Use Area shall be damaged or destroyed by fire or other casualty the Owner shall promptly either (a) commence the repair or rebuilding of said improvements following such damage or destruction and thereafter diligently and continuously complete the same, or (b) provided the following is not prohibited herein, raze said improvement, building or structure and remove all rubble and debris from the area as promptly as possible in the circumstances, but in any event the improvement, building or structure promptly shall be placed in a safe, clean and sightly condition, so as not to distract from the appearance of the Summit Highlands II Area.

Section 18. Compliance With Recorded Instruments. All Owners shall comply with all recorded easements, restrictions, and covenants affecting their Lots and/or their Exclusive Use Areas.

Section 19. Violation of Article XII. If any Person required to comply with the foregoing covenants, conditions, and restrictions shall violate any one of the same, the Declarant or the Board shall have the right to give such written notice to such Person to terminate, remove or extinguish such violation. Such notice shall expressly set forth the facts constituting such violation.

If within fifteen (15) days after written notice of such violation, reasonable steps shall not have been taken toward the removal, alleviation or termination of same or if such remedial action is not prosecuted with due diligence until satisfactory completion of same, the Declarant or the Board shall have the right, through their respective agents and employees, to enter upon that portion of the Summit Highlands II Area where the violation exists and to summarily terminate, remove or extinguish the same. In addition to the foregoing, the Declarant or the Board shall have the right to obtain an injunction from any court having jurisdiction for the cessation of such violation. The rights and remedies of the Board and the Declarant contained in this Paragraph shall be nonexclusive and in addition to any other rights or remedies available at law or in equity.

The Board or the Declarant shall notify in writing the person in violation of this Article XII of all the costs incurred to remedy same and any other damages to which the Association or Declarant may be entitled. If such amounts are not paid within ten (10) days following said notification, then the Board shall have the right to levy a Special Assessment and, upon failure to pay such Special Assessment, may perfect a lien upon a portion of the Property owned by such Person. In addition, the Owner of any portion of the Summit Highlands II Area

in violation of this Article XII shall be liable, jointly and severally, for any violations of an Occupant of such Owner's property.

ARTICLE XIII. EASEMENTS

In addition to any easements created elsewhere in this Declaration, the Summit Highlands II Area is hereby made subject to the following easements and reservations of easements, each of which together with all other easements created in this Declaration shall, unless otherwise expressly provided, be non-exclusive, continue in perpetuity, run with the land, and inure to the benefit of and be binding upon the grantors and grantees thereof, each Mortgagee, and any other Person having an interest in the Summit Highlands II Area, or any part thereof, and the respective heirs, devisees, administrators, executors, personal representatives, successors and assigns of any of the foregoing.

Section 1. Easements of Encroachment. There shall be reciprocal appurtenant easements of encroachment as between each Unit and such portion or portions of the Common Areas adjacent thereto or between adjacent Units and Lots due to the initial placement or settling or shifting of the Units or improvements constructed, reconstructed, or altered thereon.

Section 2. Easements for Utilities, Etc.

a. Blanket Easements.

i. There is hereby reserved unto Declarant, the Association, and those designated by each (which may include, without limitation, any Owner, governmental body, political subdivision, and any public or private utility company), blanket easements upon, in, across, over, and under:

(1) all portions of the Summit Highlands II Area including, without limitation, Lots and Units, for installing, tying into, using, replacing, repairing and maintaining drainage systems, exterior lights and Utility Facilities, for the benefit of one or more than one Unit or Lot, or the Common Areas, together with ingress and egress thereto; and

(2) the Common Areas of the Summit Highlands II Area for installing, using, replacing, repairing and maintaining private roads, walkways, trails, and bicycle pathways, together with ingress and egress thereto.

ii. In the event that any Person shall tie into and use any Utility Facilities now or hereafter located in, upon, over, or under the surface of the land of the Summit Highlands II Area, the beneficiary may, in the Declarant's sole discretion, be required to pay to Declarant a proportionate share of the costs of constructing, installing, maintaining, repairing, and replacing such Utility Facility based on the proportion the use thereof by each such beneficiary bears to the total use thereof by all Persons using such Utility Facility, as determined in the sole discretion of the Declarant.

b. Specific Easements. Should any Person furnishing a service covered by the general easement herein provided or should any Person benefiting from a general easement herein provided request a specific easement by separate recordable document, the Board of Trustees shall have the right to grant such easement over the Summit Highlands II Area. The



easements provided for in this Article XIII shall in no way adversely affect any other recorded easement on the Summit Highlands II Area.

c. Use of Easements. If the Association or Declarant does any work on a Lot or Unit pursuant to the rights granted in this Section 2 of Article XIII, the Association or Declarant shall promptly repair any damage it caused.

Section 3. Easements for Construction, Alterations, Etc. Easements are hereby created in favor of Declarant, the Association, and the designees of each (which may include, without limitation, any Owner, governmental body, and any public or private utility company) upon portions of the Common Areas necessary in connection with the construction, alteration, rebuilding, restoration, maintenance and repair of any Lots or Common Areas within the Summit Highlands II Area; provided that in the exercise of any rights under this easement, there shall be no unreasonable interference with the use of any building or structure on the Summit Highlands II Area. Any Person benefiting from the foregoing easement shall indemnify and save harmless the Declarant, the Association and each Owner from and against any and all lawsuits, damages, liabilities, claims and expenses, including reasonable attorneys fees, resulting from any construction, rebuilding, alteration, restoration, maintenance and repair within the Summit Highlands II Area and shall repair any damage caused in connection with such activities.

Section 4. Granting Easements to Others - Easements Reserved to Declarant.

a. Granting Non-Exclusive Easements. The Declarant and the Association shall each have the right to grant and reserve non-exclusive easements:

i. to third parties to install, use, tie into, repair, maintain, replace and inspect all or any part of the Utility Facilities located from time to time in the Common Areas or within a Lot, and the private streets, drives and walks within the Common Areas of the Summit Highlands II Area, and

ii. to utility companies for the installation, repair and replacement of Utility Facilities within the Common Areas or on a Lot as may be desired by the Declarant or the Association (acting through the Board). For example, the Declarant and/or the Association could grant the owner of adjacent property the right to install and/or to tie in to a Utility Facility in the Summit Highlands II Area or to use a private street or drive located within the Common Areas of the Summit Highlands II Area, without violation of this Declaration and without the authorization of the Class A Members.

b. Reserved Easements. Without limiting the generality of the provisions of this Section 4a of this Article XIII, Declarant reserves the right and easement to install, tie into, use, repair, replace, inspect and maintain all or any part of the Utility Facilities located from time to time in the Common Areas or within a Lot and the private drives, drives and walks within the Common Areas of the Summit Highlands II Area, for the benefit of Declarant, its successors, assigns and grantees and any other owners and occupants of the land within the Owned Expansion Area (as it may be expanded by the inclusion of the Non-Owned Expansion Area if Declarant acquires ownership rights thereunder), or within any land which is now or subsequently becomes a part of the Summit Highlands II Area or which is deleted from the Summit Highlands II Area by Declarant or the Association. Further, in addition to any other ways in which such easements may be acknowledged, Declarant shall have the right to record an



affidavit or other documentation referring to the rights granted to and reserved by Declarant herein and specifying the land which will have the rights and easements reserved herein.

c. Benefitted Property. The real property benefiting from the easements reserved or granted pursuant to Section 4a or Section 4b of this Article XIII hereof is referred to as the "Benefitted Property" and the owners of the Benefitted Property are referred to as the "Benefitted Owners." The Association shall keep the Common Areas, including, without limitation, the Utility Facilities in the Common Areas and Lots and the private streets, drives and walks within the Common Areas of the Summit Highlands II Area in good condition and repair, free from unreasonably accumulations of ice and snow. Each Benefitted Owner shall pay to the Association such Owner's "Share" of the cost of repairing, maintaining and replacing the Utility Facilities and private streets, drives and walks which such Benefitted Owner shall have the right to use pursuant to this Section 4. Such "Share" shall be determined by multiplying such costs times a fraction, the numerator of which being one (1), and the denominator of which being the total number of dwelling units located within the Summit Highlands II Area and the Benefitted Property which have the right to use such the Utility Facility or private street, drive or walk for which such cost shall have been incurred.

d. Easements Granted by Owners of Lots. In granting any such easements set forth in this Section 4 of this Article XIII with respect to a Utility Facility on a Lot, the Owner of the Lot who is requested by the Declarant or the Board to grant such easement shall execute any instruments or documents requested to grant such easement except no such easement shall be granted on land on which a Unit has or will be constructed. Each Owner and his or her respective Mortgagees, by acceptance of a deed conveying such ownership interest or a Mortgage encumbering such ownership interest, as the case may be, hereby agrees to grant such easements in recordable form; and such Owner and Mortgagees irrevocably appoint any member of the Board as his or her attorney-in-fact, coupled with an interest, and authorizes, directs and empowers such attorney, at the option of the attorney, to execute, acknowledge and record for and in the name of such Owner and his or her Mortgagees such easements, subordinations of Mortgages, or other instruments as may be necessary or desirable to effect and/or enjoy the foregoing.

Section 5. Parking Easements. The Declarant and its agents, contractors, employees, and customers shall have the right and easement to park in parking spaces and other areas where permitted by the Board, Declarant, or the Architectural Control Committee as may be necessary during construction or sale of Units or improvements or the repair and maintenance thereof, or in connection with the sales of Units, whether or not such construction is taking place on or off the Summit Highlands II Area.

Section 6. Easement to Maintain Sales Offices, Models, Etc. Notwithstanding any provisions contained in this Declaration to the contrary, so long as construction and sale of Lots or Units shall continue on the Summit Highlands II Area or on any expansion area, it shall be expressly permissible for Declarant and those designated by Declarant to maintain and carry on upon portions of the Common Areas or Lots such facilities and activities as, in the sole opinion of Declarant, may be reasonably required, convenient, or incidental to the construction or sale of Units whether such Units are located on or off the Summit Highlands II Area, including, but not limited to, administrative/customer services, construction offices/trailers, parking signs, signs, model residences, and sales and resales offices, and the Declarant and its

designees and their guests, licensees and invitees shall have an easement for access to such facilities and for use of other facilities reasonably required.

ARTICLE XIV. GENERAL PROVISIONS

Section 1. Term. The covenants, restrictions, easements and provisions of this Declaration shall run with and bind the Summit Highlands II Area, and shall inure to the benefit of and shall be enforceable by the Declarant, the Association or the Owner of any Lot in the Summit Highlands II Area subject to this Declaration, their respective legal representatives, heirs, successors, and assigns, for the term of thirty (30) years from the date this Declaration is recorded, after which time they shall be automatically extended for successive periods of ten (10) years, unless an instrument in writing, signed by the then Owners having a majority of the voting power of the Association, has been recorded within the year preceding the beginning of each successive period of ten (10) years, agreeing to change said covenants and restrictions, in whole or in part, or to terminate the same, in which case this Declaration shall be modified or terminated as specified therein.

Section 2. Amendment of Declaration.

a. Amendment by Declarant. The Declarant shall have the sole right to amend this Declaration and By-Laws during the Class B Control Period unilaterally so long as the amendments shall not change the voting rights of the Class A members or the method of calculating Base and Special Assessments pursuant to this Declaration.

b. Amendment to Correct Errors or to Comply with Law. In addition, the Declarant or the Board shall have the right to amend this Declaration, the Articles of Incorporation and/or the By-Laws without the consent of any Person to correct errors of omission or commission or as required to comply with the requirements of The Federal National Mortgage Association, the Government National Mortgage Association, The Federal Home Loan Mortgage Corporation, the Department of Housing and Urban Development, The Federal Housing Association, the Veterans Administration, or any other governmental agency or any other governmental agency or public or quasi public private entity which performs (or may in the future perform) functions similar to those currently performed by such entities, or to bring the Declaration, the Articles of Incorporation and/or the By-Laws in compliance with applicable laws or to resolve any conflicts or ambiguities of the provisions of this Declaration, the Articles or the By-Laws.

c. Amendment by Members. After the Class B Control Period, except as set forth in paragraph (b) above or as otherwise provided in this Declaration or the By-Laws, this Declaration or the By-Laws may be amended only by the affirmative vote of Members representing seventy-five (75%) percent of the total voting power of each Class of Members present and voting at a meeting called for such purpose.

d. Constructive Notice. Each Owner and Mortgagee shall be deemed to have knowledge of any amendment made pursuant to this Section 2 of this Article XIV upon the recording of such amendment in the Summit County Records; and each Owner and Mortgagee shall be entitled at any time to request from the Declarant or the Board copies of the Declaration as then amended.

e. An amendment to be effective must be recorded in the public records of Summit County, Ohio. During the Class B Control Period, the Declarant acting unilaterally shall have the right to execute and file such amendment for recording. The Association, however, shall execute any documents or instruments required or requested by the Declarant to manifest the intention of this Section 2 of this Article XIV.

f. No amendment may remove, revoke, or modify any right or privilege of Declarant without the written consent of Declarant or the assignee of such right or privilege. No amendment may impair the validity or priority of the lien of any Mortgage held by a Mortgagee or impair the rights granted to Mortgagees herein without the prior written consent of such Mortgagees.

Section 3. Severability. Invalidation of any one of these covenants or restrictions by judgment or court order shall in no way affect any other provisions, which shall remain in full force and effect.

Section 4. Right of Entry. The Association shall have the right, but not the obligation, to enter into any Lot or Unit for emergency, security, or safety, which right may be exercised by the Association's Board of Trustees, officers, agents, employees or managers. Except in an emergency situation, entry shall only be made during reasonable hours and after notice to the Owner. This right of entry shall include the right of the Association to enter a Unit to cure any condition which may increase the possibility of a fire or other hazard in the event an Owner fails or refuses to cure the condition upon request by the Board.

Section 5. Perpetuities. If any of the covenants, conditions, restrictions, or other provisions of this Declaration shall be unlawful, void, or voidable for violation of the rule against perpetuities, then such provisions shall continue only until twenty-one (21) years after the death of the last survivor of the now living descendants of George Bush, former President of the United States.

Section 6. Litigation. Except during the Class B Control Period, no judicial or administrative proceeding shall be commenced or prosecuted by the Association unless approved by a vote of seventy-five (75%) percent of the Board members and seventy-five percent (75%) of the Class A Membership. This Section shall not apply, however, to (a) actions brought by the Association to enforce the provisions of this Declaration (including, without limitation, the foreclosure of liens); (b) the imposition and collection of Assessments; (c) proceedings involving challenges to ad valorem taxation; or (d) counterclaims brought by the Association in proceedings instituted against it.

Section 7. Indemnification. The Association shall indemnify, to the full extent then permitted by law, Declarant and every officer and trustee of the Association who was or is a party or is threatened to be made a party to any threatened, pending or completed action, suit or proceeding (including settlement of any suit or proceeding, if approved by the then Board), whether civil, criminal, administrative or investigative, by reason of the fact that he is or was a trustee, officer, employee or agent of Declarant or an officer or trustee of the Association, or is or was serving at the request of the Association or Declarant as a director, trustee, officer, employee or agent of another corporation, domestic or foreign, non-profit or for profit, partnership, joint venture, trust or other enterprise or as a result of action or inaction by Declarant or such person;

provided, however, that the Association shall indemnify any such agent (as opposed to any trustee, officer or employee) of Declarant or the Association to an extent greater than that required by law only if and to the extent that the trustees may, in their discretion, so determine. The indemnification provided hereby shall not be deemed exclusive of any other rights to which those seeking indemnification may be entitled under any law, the Articles or any agreement, vote of disinterested trustees or otherwise, both as to action in official capacities and as to action in another capacity while he is a trustee, officer, employee or agent of Declarant or an officer or trustee of the Association, and shall continue as to a person who has ceased to be a director, trustee, officer, employee or agent and shall inure to the benefit of the heirs, executors and administrators of such a person. Without limiting the generality of the foregoing, the Association shall indemnify Declarant and every officer and trustee of the Association for any act or failure to act taken in his capacity as such, whether or not including any mistake of judgment (negligent or otherwise), except for any act or failure to act of willful malfeasance.

Declarant and the officers and trustees of the Association shall have no personal liability with respect to any contract or other commitment made by them on behalf of Declarant and/or the Association, and the Association shall indemnify and forever hold Declarant and each such officer and trustee of the Association free and harmless against any and all liability to others on account of any such contract or commitment, unless such contract or other commitment is illegal or is made with his own individual willful malfeasance.

Section 8. Exhibits. All exhibits referred to in this Declaration are attached to and made a part hereof.

ARTICLE XV. MORTGAGEE PROVISIONS

The following provisions are for the benefit of holders of first Mortgages on Units in the Summit Highlands II Area. The provisions of this Article apply to both this Declaration and to the By-Laws, notwithstanding any other provisions contained therein.

Section 1. Notices of Action. An institutional first Mortgagee and any insurer or guarantor of an institutional first Mortgage who provides written request to the Association (such request to state the name and address of such holder, insurer, or guarantor and the residence address, therefore becoming an "eligible holder"), will be entitled to timely written notice of:

a. any condemnation loss or any casualty loss which affects a material portion of the Summit Highlands II Area or which affects any Lot on which there is a first Mortgage held, insured, or guaranteed by such eligible holder;

b. any delinquency in the payment of Assessments owed by an Owner of a Unit subject to the Mortgage of such eligible holder, where such delinquency has continued for a period of sixty (60) days; provided, however, notwithstanding this provision, any holder of a First Institutional Mortgage, upon request, is entitled to written notice from the Association of any default in the performance by an Owner of a Unit subject to the Mortgage of such eligible holder of any obligation under the Declaration or By-Laws of the Association which is not cured within sixty (60) days;

c. any lapse, cancellation, or material modification of any insurance policy maintained by the Association; or



d. any proposed action which would require the consent of a specified percentage of eligible holders.

Section 2. Special FHLMC Provision. So long as required by the Federal Home Loan Mortgage Corporation, the following provisions apply in addition to and not in lieu of foregoing. Unless at least two-thirds (2/3) of the first Institutional Mortgagees or Members representing at least two-thirds (2/3) of the total Association vote entitled to be cast thereon consent, the Association shall not:

a. by act or omission seek to abandon, partition, subdivide, encumber, sell, or transfer all or any portion of the real property comprising the Common Areas which the Association owns, directly or indirectly (the granting of easements for public utilities or other similar purposes consistent with the intended use of the Common Areas, the transfer of Common Areas by Declarant in connection with the creation or modification of Lots, and the transfer of diminutive portions of the Common Areas by Declarant or the Board in good faith shall not be deemed a transfer within the meaning of this subsection);

b. change the method of determining the obligations, Assessments, dues, or other charges which may be levied against an Owner;

c. by act or omission change, waive, or abandon any scheme of regulations or enforcement thereof pertaining to the architectural design or the exterior appearance and maintenance of Units and of the Common Areas (The issuance and amendment of architectural standards, procedures, rules and regulations, or use restrictions shall not constitute a change, waiver, or abandonment within the meaning of this provision);

d. fail to maintain insurance, as required by this Declaration; or

e. use hazard insurance proceeds for any Common Areas losses for other than the repair, replacement, or reconstruction of such property.

First Institutional Mortgagees may, jointly or singly, pay taxes or other charges which are in default and which may or have become a charge against the Common Areas and may pay overdue premiums on casualty insurance policies or secure new casualty insurance coverage upon the lapse of an Association policy, and first institutional Mortgagees making such payments shall be entitled to immediate reimbursement from the Association.

Section 3. No Priority. No provision of this Declaration or the By-Laws gives or shall be construed as giving any Owner or other party priority over any rights of the First Institutional Mortgagee of any Lot in the case of distribution to such Owner of insurance proceeds or condemnation awards for losses to or a taking of the Common Areas.

Section 4. Notice to Association. Upon request, each Owner shall be obligated to furnish to the Association the name and address of the holder of any Mortgage encumbering such Owner's residence.

Section 5. Amendment by Board. Should the Federal National Mortgage Association or the Federal Home Loan Mortgage Corporation subsequently delete any of their respective requirements which necessitate the provisions of this Article XV or make any such

requirements less stringent, the Board, without approval of the Owners, may cause an amendment to this Article to be recorded to reflect such changes.

Section 6. Applicability of Article. Nothing contained in this Article XV shall be construed to reduce the percentage vote that must otherwise be obtained under the Declaration, By-Laws, or Ohio corporate law for any of the acts set out in this Article XV.

Section 7. Failure of Mortgagee to Respond. Any Mortgagee who receives a written request from the Board to respond to or consent to any action shall be deemed to have approved such action if the Association does not receive a written response from the Mortgagee within thirty (30) days of the date of the Association's request.

ARTICLE XVI. DECLARANT'S RIGHTS

Section 1. Transfer of Declarant's Rights. Any or all of the special rights and obligations of the Declarant may be transferred to other Persons, provided that the transfer shall not reduce an obligation nor enlarge a right beyond that contained herein, and provided further, no such transfer shall be effective unless it is in a written instrument signed by the Declarant.

Section 2. Declarant's Consent Required. So long as Declarant continues to have rights as a Class B Member, no Person shall record any declaration of covenants, conditions and restrictions, or declaration of condominium or similar instrument or any amendment thereof affecting any portion of the Summit Highlands II Area without Declarant's review and written consent thereto, and any attempted recordation without compliance herewith shall result in such declaration of covenants, conditions and restrictions, or declaration of condominium or similar instrument or any Amendment thereof being void and of no force and effect unless subsequently approved by recorded consent signed by the Declarant.

Section 3. No Amendment. This Article XVI may not be amended without the express written consent of the Declarant; provided, however, the rights contained in this Article XVI shall terminate upon the earlier of (i) twenty (20) years from the date this Declaration is recorded, or (ii) upon recording by Declarant of a written statement that all sales activity has ceased.

Section 4. Judgments Against Declarant. In the event that a money judgment shall be obtained against Declarant, such judgment shall be satisfied only out of the interest of the Declarant in the lands constituting the Summit Highlands II Area. As then constituted, it being agreed the Declarant shall have no personal liability for any deficiency.

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FRANK WILLIAMS, SUMMIT CO AUDITOR

IN WITNESS WHEREOF, the undersigned Declarant has executed this Declaration this 9th day of November 2001.

Signed and acknowledged in the presence of:

Springhill Residential Associates, an Ohio general partnership, Declarant

By: FC Springhill Residential, Inc., General Partner

Janice L. Patsolic
JANICE L. PATSOLIC

By: Robert F. Monchein

Robert F. Monchein, Vice President

Michelle L. Hoff
MICHELLE L. HOFF

By: HGG Springhill Residential Corporation, General Partner

Kurt Updegraff
KURT UPDEGRAFF

Barbara Patcher
BARBARA PATCHER

By: Harley I. Gross
Harley I. Gross, President

The Summit Highlands II Homeowners Association joins in the execution of this Declaration to express its consent and approval of the terms and provisions hereof, this 9th day of November, 2001.

Signed and acknowledged in the presence of [As to both Signatures]:

SUMMIT HIGHLANDS II HOMEOWNERS ASSOCIATION

Barbara Patcher
BARBARA PATCHER

By: [Signature], President

Kay L. Shaide
KAY L. SHAUDE

By: Kurt Updegraff, Secretary

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FRANK WILLIAMS, SUMMIT CO AUDITOR

STATE OF OHIO)
) SS.
COUNTY OF CUYAHOGA)

Before me, a Notary Public in and for the State of Ohio, personally appeared the above-named Springhill Residential Associates, an Ohio general partnership, by its general partner FC Springhill Residential, Inc., an Ohio corporation, acting by and through ROBERT F. MONTGOMERY its Vice President, who acknowledged that he did sign the foregoing Declaration on behalf of the General Partnership, the Corporation and the General Partner and that the same was his free act and deed the free act and deed of the General Partnership, the Corporation and General Partner.

IN TESTIMONY WHEREOF, I have hereunto set my hand and official seal at Cleveland, Ohio this 15th day of NOVEMBER, 2001.

Janice L. Patsolic
Notary Public

JANICE L. PATSOLIC, Notary Public
STATE OF OHIO
My Commission Expires Jan. 27, 2005
(Recorded in Cuyahoga County)



STATE OF OHIO)
) SS.
COUNTY OF CUYAHOGA)

Before me, a Notary Public in and for the State of Ohio, personally appeared the above-named Springhill Residential Associates, an Ohio general partnership, by its general partner HGG Springhill Residential Corporation, an Ohio corporation, acting by and through Harley Gross its President, who acknowledged that he did sign the foregoing Declaration on behalf of the General Partnership, the Corporation and the General Partner and that the same was his free act and deed the free act and deed of the General Partnership, the Corporation and General Partner.

IN TESTIMONY WHEREOF, I have hereunto set my hand and official seal at North Royalton, Ohio this 9th day of December, 2001.

Barbara A. Patchen
Notary Public



BARBARA A. PATCHEN
Notary Public, State of Ohio
Recorded in Medina Co.
My Commission Expires
June 23, 2002

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FRANK WILLIAMS, SUMMIT CO AUDITOR

STATE OF OHIO)
) SS:
COUNTY OF CUYAHOGA)

BEFORE ME, a Notary Public in and for the State of Ohio, personally appeared the above-named Summit Highlands II Homeowners Association, an Ohio corporation, by GARY GROSS the PRESIDENT and KURT WIDEGRAH the SECRETARY who acknowledged that they did sign the foregoing Declaration on behalf of the corporation and the same was their free act and deed and the free act and deed of the corporation.

IN TESTIMONY WHEREOF, I have hereunto set my hand and official seal at North Royalton, Ohio this 9th day of November, 2001.

Barbara A. Patchen
Notary Public



BARBARA A. PATCHEN
Notary Public, State of Ohio
Recorded in Medina Co.
My Commission Expires
June 23, 2002

This instrument prepared by:

Randall A. Cole
Jones, Day, Reavis & Pogue
North Point
901 Lakeside Avenue
Cleveland, Ohio 44114

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FRANK WILLIAMS, SUMMIT CO AUDITOR

EXHIBITS:

- Exhibit A -- Legal Description of the Initial Summit Highlands II Area
- Exhibit A-I -- Legal Description of the Initial Common Areas
- Exhibit A-2 -- Legal Description of the Owned Expansion Area
- Exhibit B -- Site Plan
- Exhibit C -- Articles of Incorporation
- Exhibit D -- By-Laws

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EXHIBIT A

Legal Description of the Initial Summit Highlands II Area

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DONALD G. BOHNING & ASSOCIATES, INC.

CIVIL ENGINEERING & SURVEYING

7979 HUB PARKWAY • VALLEY VIEW, OHIO 44125 • (216) 642-1130

FAX • (216) 642-1132

**Exhibit A - Legal Description of
Summit Highlands II Area**

Situated in the City of Macedonia, County of Summit, and State of Ohio, and known as being part of Original Northfield Township Lots 33 and 34, and bounded and described as follows:

Beginning at a point in the southerly line of Firestone Lane, 60 feet wide, at its intersection with the easterly line of Sublot 97 in the Spring Hill Phase 5 Subdivision as shown by the plat recorded in Cabinet M, Slides 296-297 of Summit County Plat Records;

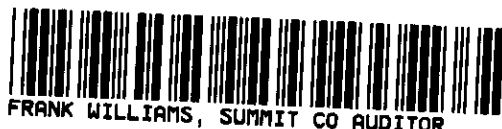
Thence easterly along the curved southerly line of Firestone Lane, being the arc of a curve deflecting to the left, 89.30 feet to its intersection with the westerly line of Sublot 114 in the Spring Hill Phase 6 Subdivision as shown by the plat recorded as Reception No. 54066861 of Summit County Records, said arc having a radius of 2530.00 feet, a central angle of 2 degrees 01 minute 20 seconds, and a chord which bears North 88 degrees 43 minutes 50 seconds East, 89.29 feet;

Thence southwesterly along the curved westerly line of Sublot 114, being the arc of a curve deflecting to the left, 31.06 feet to a point of tangency, said arc having a radius of 20.00 feet, a central angle of 88 degrees 59 minutes 20 seconds, and a chord which bears South 43 degrees 13 minutes 30 seconds West, 28.03 feet;

Thence South 1 degree 16 minutes 10 seconds East along the westerly line of Sublot 114, 175.40 feet to its intersection with the southerly line of said Spring Hill Phase 6;

Thence South 87 degrees 07 minutes 55 seconds East along the southerly line of said Spring Hill Phase 6, 521.56 feet to a point;

Thence South 41 degrees 13 minutes 52 seconds West, 337.47 feet to a point;



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FRANK WILLIAMS, SUMMIT CO AUDITOR

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Exhibit A

Thence South 84 degrees 38 minutes 22 seconds West, 87.74 feet to a point;

Thence South 42 degrees 46 minutes 12 seconds West, 147.39 feet to a point;

Thence southeasterly along the arc of a curve deflecting to the left, 45.05 feet to a point of tangency, said arc having a radius of 55.00 feet, a central angle of 46 degrees 56 minutes 03 seconds, and a chord which bears South 23 degrees 45 minutes 46 seconds East, 43.80 feet;

Thence South 47 degrees 13 minutes 48 seconds East, 29.26 feet to a point;

Thence South 42 degrees 46 minutes 12 seconds West, 65.00 feet to a point;

Thence westerly along the arc of a curve deflecting to the left, 81.28 feet to a point of compound curvature, said arc having a radius of 47.50 feet, a central angle of 98 degrees 02 minutes 55 seconds, and a chord which bears South 83 degrees 44 minutes 45 seconds West, 71.72 feet;

Thence southerly along the arc of a curve deflecting to the left, 282.11 feet to a point, said arc having a radius of 367.50 feet, a central angle of 43 degrees 59 minutes 00 seconds, and a chord which bears South 12 degrees 43 minutes 47 seconds West, 275.24 feet;

Thence South 80 degrees 44 minutes 17 seconds West, 350.20 feet to a point in the easterly line of Spring Hill Detached Clusters Phase I as shown by the plat recorded as Reception No. 54134064 of Summit County Records;

Thence North 2 degrees 41 minutes 31 seconds East along the easterly line of said Spring Hill Clusters Phase I, 854.16 feet to its intersection with the southerly line of said Spring Hill Phase 5;



FRANK WILLIAMS, SUMMIT CO AUDITOR

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DONALD G. BOHNING & ASSOCIATES, INC.

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Exhibit A

Thence South 87 degrees 07 minutes 55 seconds East along the southerly line of said Spring Hill Phase 5, 281.73 feet to its intersection with the easterly line of said Sublot 97;

Thence North 1 degree 16 minutes 10 seconds West along the easterly line of said Sublot 97, 171.79 feet to a point of curvature, therein;

Thence northwesterly along the curved easterly line of said Sublot 97, being the arc of a curve deflecting to the left, 31.06 feet to the place of beginning, said arc having a radius of 20.00 feet, a central angle of 88 degrees 59 minutes 20 seconds, and a chord which bears North 45 degrees 45 minutes 50 seconds West, 28.03 feet, and containing 10.0000 acres of land as described by Donald G. Bohning & Associates, Inc. in October, 2001.

The courses used in this description are referenced to an assumed meridian and are used to indicate angles only.

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EXHIBIT A-1

Legal Description of Initial Common Areas

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**Exhibit A-1 - Legal Description of
Common Areas**

Situated in the City of Macedonia, County of Summit, and State of Ohio, and known as being part of Original Northfield Township Lots 33 and 34, and bounded and described as follows:

Beginning at a point in the southerly line of Firestone Lane, 60 feet wide, at its intersection with the easterly line of Sublot 97 in the Spring Hill Phase 5 Subdivision as shown by the plat recorded in Cabinet M, Slides 296-297 of Summit County Plat Records;

Thence easterly along the curved southerly line of Firestone Lane, being the arc of a curve deflecting to the left, 89.30 feet to its intersection with the westerly line of Sublot 114 in the Spring Hill Phase 6 Subdivision as shown by the plat recorded as Reception No. 54066861 of Summit County Records, said arc having a radius of 2530.00 feet, a central angle of 2 degrees 01 minute 20 seconds, and a chord which bears North 88 degrees 43 minutes 50 seconds East, 89.29 feet;

Thence southwesterly along the curved westerly line of Sublot 114, being the arc of a curve deflecting to the left, 31.06 feet to a point of tangency, said arc having a radius of 20.00 feet, a central angle of 88 degrees 59 minutes 20 seconds, and a chord which bears South 43 degrees 13 minutes 30 seconds West, 28.03 feet;

Thence South 1 degree 16 minutes 10 seconds East along the westerly line of Sublot 114, 175.40 feet to its intersection with the southerly line of said Spring Hill Phase 6;

Thence South 87 degrees 07 minutes 55 seconds East along the southerly line of said Spring Hill Phase 6, 521.56 feet to a point;

Thence South 41 degrees 13 minutes 52 seconds West, 337.47 feet to a point;



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FRANK WILLIAMS, SUMMIT CO AUDITOR



DONALD G. BOHNING & ASSOCIATES, INC.

CIVIL ENGINEERING & SURVEYING

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FAX • (216) 642-1132

Exhibit A-1

Thence South 84 degrees 38 minutes 22 seconds West, 87.74 feet to a point;

Thence South 42 degrees 46 minutes 12 seconds West, 147.39 feet to a point;

Thence southeasterly along the arc of a curve deflecting to the left, 45.05 feet to a point of tangency, said arc having a radius of 55.00 feet, a central angle of 46 degrees 56 minutes 03 seconds, and a chord which bears South 23 degrees 45 minutes 46 seconds East, 43.80 feet;

Thence South 47 degrees 13 minutes 48 seconds East, 29.26 feet to a point;

Thence South 42 degrees 46 minutes 12 seconds West, 65.00 feet to a point;

Thence westerly along the arc of a curve deflecting to the left, 81.28 feet to a point of compound curvature, said arc having a radius of 47.50 feet, a central angle of 98 degrees 02 minutes 55 seconds, and a chord which bears South 83 degrees 44 minutes 45 seconds West, 71.72 feet;

Thence southerly along the arc of a curve deflecting to the left, 282.11 feet to a point, said arc having a radius of 367.50 feet, a central angle of 43 degrees 59 minutes 00 seconds, and a chord which bears South 12 degrees 43 minutes 47 seconds West, 275.24 feet;

Thence South 80 degrees 44 minutes 17 seconds West, 350.20 feet to a point in the easterly line of Spring Hill Detached Clusters Phase I as shown by the plat recorded as Reception No. 54134064 of Summit County Records;

Thence North 2 degrees 41 minutes 31 seconds East along the easterly line of said Spring Hill Clusters Phase I, 854.16 feet to its intersection with the southerly line of said Spring Hill Phase 5;



FRANK WILLIAMS, SUMMIT CO AUDITOR

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DONALD G. BOHNING & ASSOCIATES, INC.

CIVIL ENGINEERING & SURVEYING

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Exhibit A-1

Thence South 87 degrees 07 minutes 55 seconds East along the southerly line of said Spring Hill Phase 5, 281.73 feet to its intersection with the easterly line of said Sublot 97;

Thence North 1 degree 16 minutes 10 seconds West along the easterly line of said Sublot 97, 171.79 feet to a point of curvature, therein;

Thence northwesterly along the curved easterly line of said Sublot 97, being the arc of a curve deflecting to the left, 31.06 feet to the place of beginning, said arc having a radius of 20.00 feet, a central angle of 88 degrees 59 minutes 20 seconds, and a chord which bears North 45 degrees 45 minutes 50 seconds West, 28.03 feet, as described by Donald G. Bohning & Associates, Inc. in October, 2001.

The courses used in this description are referenced to an assumed meridian and are used to indicate angles only.


Less and excluding Unit Parcels 32 through 45 and 85 through 90, both inclusive in Spring Hill Detached Clusters Phase 2A Plat.

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EXHIBIT A-2

Legal Description of the Owned Expansion Area

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DONALD G. BOHNING & ASSOCIATES, INC.

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FAX • (216) 642-1132

**Exhibit A-2 - Legal Description of
the Owned Expansion Area**

Situated in the City of Macedonia, County of Summit, and State of Ohio, and known as being part of Original Northfield Township Lots 33 and 34, and bounded and described as follows:

Beginning at a point in the southerly line of Firestone Lane, 60 feet wide, at its intersection with the easterly line of Sublot 97 in the Spring Hill Phase 5 Subdivision as shown by the plat recorded in Cabinet M, Slides 296-297 of Summit County Plat Records;

Thence easterly along the curved southerly line of Firestone Lane, being the arc of a curve deflecting to the left, 89.30 feet to its intersection with the westerly line of Sublot 114 in the Spring Hill Phase 6 Subdivision as shown by the plat recorded as Reception No. 54066861 of Summit County Records, said arc having a radius of 2530.00 feet, a central angle of 2 degrees 01 minute 20 seconds, and a chord which bears North 88 degrees 43 minutes 50 seconds East, 89.29 feet;

Thence southwesterly along the curved westerly line of Sublot 114, being the arc of a curve deflecting to the left, 31.06 feet to a point of tangency, said arc having a radius of 20.00 feet, a central angle of 88 degrees 59 minutes 20 seconds, and a chord which bears South 43 degrees 13 minutes 30 seconds West, 28.03 feet;

Thence South 1 degree 16 minutes 10 seconds East along the westerly line of Sublot 114, 175.40 feet to its intersection with the southerly line of said Spring Hill Phase 6;

Thence South 87 degrees 07 minutes 55 seconds East along the southerly line of said Spring Hill Phase 6, 521.56 feet to a point, and the principal place of beginning of the parcel herein described;

Thence South 42 degrees 28 minutes 24 seconds East along the southerly line of said Spring Hill Phase 6, 99.58 feet to an angle point therein.



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FRANK WILLIAMS, SUMMIT CO AUDITOR



DONALD G. BOHNING & ASSOCIATES, INC.

CIVIL ENGINEERING & SURVEYING

7979 HUB PARKWAY • VALLEY VIEW, OHIO 44125 • (216) 642-1130

FAX • (216) 642-1132

Exhibit A-2

Thence South 2 degrees 11 minutes 07 seconds West along the southerly line of said Spring Hill Phase 6, 153.83 feet to an angle point, therein;

Thence South 87 degrees 43 minutes 53 seconds East along the southerly line of said Spring Hill Phase 6, 100.00 feet to its intersection with the westerly line of the Macedonia Hills Subdivision as shown by the plat recorded in Book 110, Pages 48-49 of Summit County Plat Records;

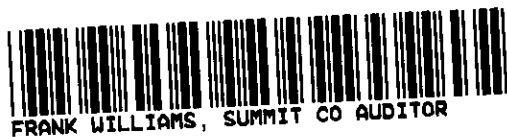
Thence South 1 degree 51 minutes 25 seconds West along the westerly line of said Macedonia Hills Subdivision, 1036.28 feet to its intersection with the northerly line of a parcel of land conveyed to Faith Fellowship Church, Inc. by deed recorded in Volume 612, Page 92 of the Official Records of Summit County;

Thence North 87 degrees 18 minutes 29 seconds West along the northerly line of said land conveyed to Faith Fellowship Church, Inc., 1040.49 feet to its intersection with the easterly line of the Spring Hill Detached Clusters Phase 1 as shown by the plat recorded as Reception No. 54134064 of Summit County Records;

Thence North 2 degrees 41 minutes 31 seconds East along the easterly line of said Spring Hill Detached Clusters Phase 1, 407.78 feet to a point;

Thence North 80 degrees 44 minutes 17 seconds East, 350.20 feet to a point;

Thence northerly along the arc of a curve deflecting to the right, 282.11 feet to a point of compound curvature, said arc having a radius of 367.50 feet, a central angle of 43 degrees 59 minutes 00 seconds, and a chord which bears North 12 degrees 43 minutes 47 seconds East, 275.24 feet;



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FAX • (216) 642-1132

Exhibit A-2

Thence easterly along the arc of a curve deflecting to the right, 81.28 feet to a point, said arc having a radius of 47.50 feet, a central angle of 98 degrees 02 minutes 55 seconds, and a chord which bears North 83 degrees 44 minutes 45 seconds East, 71.72 feet;

Thence North 42 degrees 46 minutes 12 seconds East, 65.00 feet to a point;

Thence North 47 degrees 13 minutes 48 seconds West, 29.26 feet to a point of curvature;

Thence northwesterly along the arc of a curve deflecting to the right, 45.05 feet to a point, said arc having a radius of 55.00 feet, a central angle of 46 degrees 56 minutes 03 seconds, and a chord which bears North 23 degrees 45 minutes 46 seconds West, 43.80 feet to a point;

Thence North 42 degrees 46 minutes 12 seconds East, 147.39 feet to a point;

Thence North 84 degrees 38 minutes 22 seconds East, 87.74 feet to a point;

Thence North 41 degrees 13 minutes 52 seconds East, 337.47 feet to the principal place of beginning, and containing 19.5000 acres of land as described by Donald G. Bohning & Associates, Inc. in October, 2001.

The courses used in this description are referenced to an assumed meridian and are used to indicate angles only.

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EXHIBIT B

Site Plan

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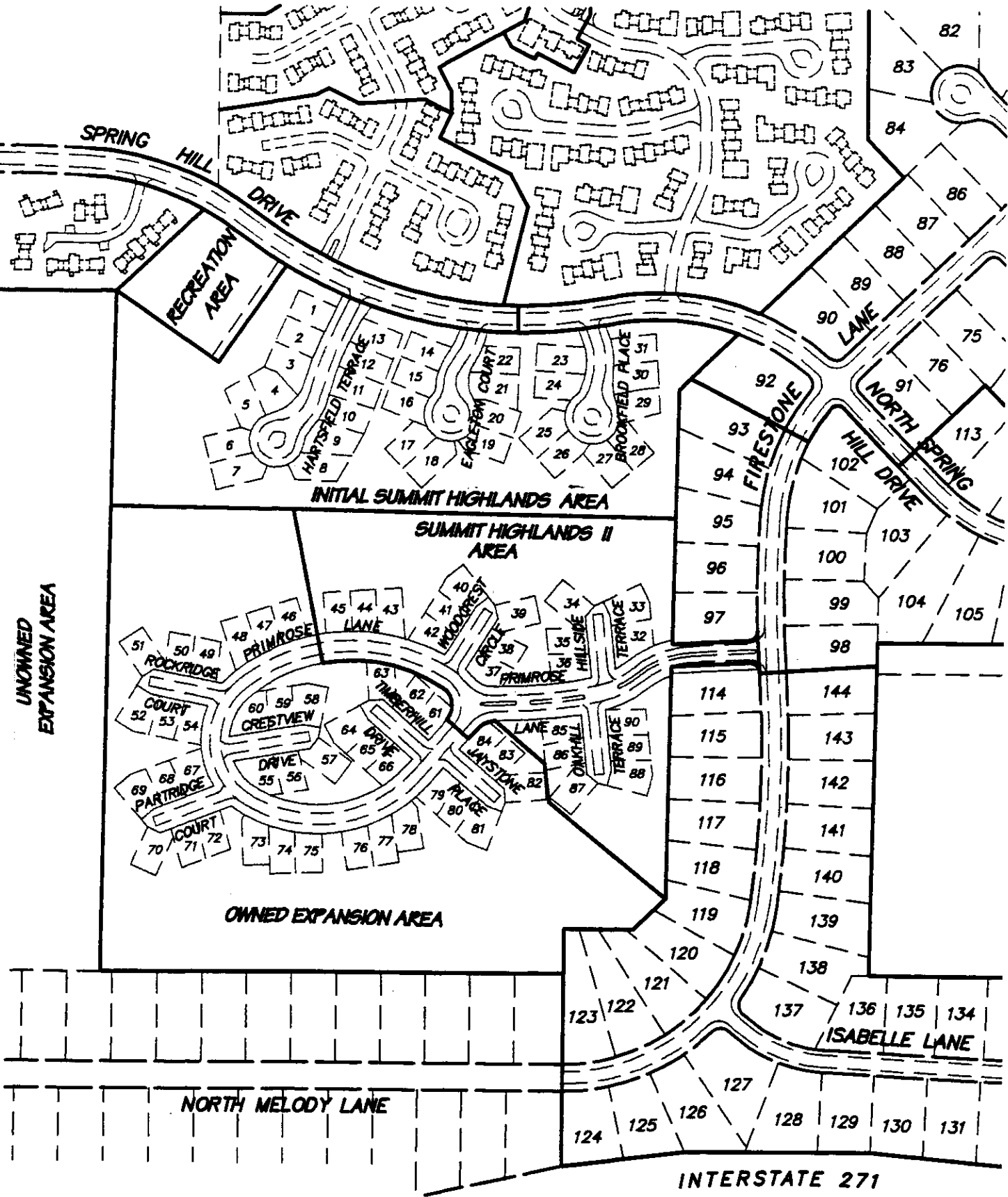
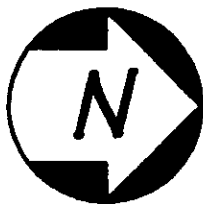


EXHIBIT "B"
SITE PLAN
 SUMMIT HIGHLANDS II
 MACEDONIA, OHIO



DONALD G. BOHNING & ASSOCIATES, INC. CIVIL ENGINEERING & SURVEYING 7870 HARB PARKWAY • VALLEY VIEW, OHIO 44125 PHONE: (216) 648-1130 FAX: (216) 648-1133			
PROJECT: 1" 1" = 200'	DATE: F.O.	DATE: D.G.	DATE: OCT., 2001
SHEET: ---	FILE NO.: 201235X3	SHEET NO.: 2012-18	1 / 1

EXHIBIT C

Articles of Incorporation

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FRANK WILLIAMS, SUMMIT CO AUDITOR



Prescribed by **J. Kenneth Blackwell**

Please obtain fee amount and mailing instructions from the Filing Reference Guide (using the 3 digit form # located at the bottom of this form). To obtain the Filing Reference Guide or for assistance, please call Customer Service:

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

Expedite is an additional fee of \$100.00
 Expedite

ARTICLES OF INCORPORATION

(Under Chapter 1702 of the Ohio Revised Code)
Non-Profit Corporation

The undersigned, desiring to form a corporation, not for profit, under Sections 1702.01 et seq of the Ohio Revised Code do hereby state the following:

FIRST. The name of said corporation shall be:
Summit Highlands II Homeowners Association

SECOND. The place in Ohio where its principal office is to be located is
North Royalton , Cuyahoga County, Ohio

THIRD. The purpose(s) for which this corporation is formed is :

1. To own, maintain, repair, replace, manage and operate the Common Area of the Summit Highlands Phase II Area and to do certain maintenance on the Lots shown upon a recorded drawing or subdivision map of the Summit Highlands Phase II Area with the exception of the Common Areas, intended to contain a Unit.
2. To establish rules, regulations and criteria applicable to the Summit Highlands Phase II Area.
3. To establish an orderly and efficient system of billing to pay for the expenses incurred in the furtherance of the purposes of the corporation.
4. To carry out the responsibilities and obligations of the corporation set forth in the Declaration of Covenants, Conditions and Restrictions for Summit Highlands II Homeowners Association (the "Declaration") which will be filed for record in the office of the Summit County Recorder, 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.



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11/19/2001 03:04P
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FRANK WILLIAMS, SUMMIT CO AUDITOR

Version: 7/1/01

SECOND SUPPLEMENTAL DECLARATION OF AND AMENDMENT TO THE
COVENANTS, CONDITIONS AND RESTRICTIONS

FOR

SUMMIT HIGHLANDS II HOMEOWNERS ASSOCIATION

This Second Supplemental Declaration of and Amendment to the Covenants, Conditions and Restrictions ("Second Supplemental Declaration") is made as of the 29th day of July, 2003, by SPRINGHILL RESIDENTIAL ASSOCIATES, an Ohio partnership ("Declarant"), for the purpose of subjecting additional property to the provisions of the Declaration of Covenants, Conditions and Restrictions for Summit Highlands II Homeowners Association.

WITNESSETH:

WHEREAS, Declarant caused (1) the Declaration of Covenants, Conditions and Restrictions for Summit Highlands II Homeowners Association (the "Original Declaration") to be recorded on November 19, 2001 as Reception No. 54623147 of Summit County Records.

WHEREAS, Declarant caused the Supplemental Declaration of and Amendment to the Covenants, Conditions and Restrictions for Summit Highlands II Homeowners Association (the "Supplemental Declaration") to be recorded on June 14, 2002 as Reception No. 54713063 of Summit County Records. The Original Declaration and Supplemental Declaration are hereinafter collectively referred to as the "Declaration."

WHEREAS, Article X, Section 3 of the Declaration provides that the Declarant shall have the right to expand the Summit Highlands II Area by executing and filing with the Summit County Recorder a Supplemental Declaration to the Declaration;

WHEREAS, Declarant desires to expand the Summit Highlands II Area in accordance with Article X, Section 3 of the Declaration; and

NOW, THEREFORE, Declarant hereby expands the Summit Highlands II Area as follows:



John A Donofrio, Summit Fiscal Officer

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U. S. TITLE AGENCY, INC.
AC-1022

1. Declarant as owner of the real property designated as "Phase C" and described in Exhibit A hereby declares that all of the real property described in Exhibit A and shown as "Phase C Area" on Exhibit B (the "Additional Property") shall be subject to the Declaration and shall be held, sold and conveyed subject to the easements, restrictions, covenants and conditions set forth in the Declaration which shall run with the real property subject to the Declaration and shall be binding upon and shall inure to the benefit of all parties having any right, title or interest in the Additional Property, their heirs, personal representatives, successors and assigns.

2. The Common Areas in this phase are described on Exhibit A-1.

3. This Phase C of the Summit Highlands II Area shall consist of a maximum number of twenty-one (21) units being added to the Summit Highlands II Area.

4. The Summit Highlands II Area is hereby made subject to: the easements and reservations of easements set forth in the Declaration, the easements and reservation of easements set forth in the Declaration of Easements as recorded as Reception No. 54623146 of Summit County, Ohio Records, the Supplemental Declaration of Easements No. 1 as recorded as Reception No. 54713062 of Summit County, Ohio Records, those easements and reservations of easements now encumbering the Summit Highlands II Area, and the easements and reservations of easements set forth in the Supplemental Declaration of Easements No. 2 attached hereto as Schedule 1 and made a part hereof.

5. The Declaration and Supplemental Declaration as modified by this Second Supplemental Declaration is hereby ratified and confirmed and shall be and remain in full force and effect.




IN WITNESS WHEREOF, the undersigned have executed this instrument as of the day and year set forth above.

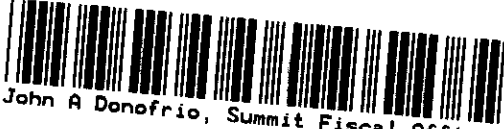
SPRINGHILL RESIDENTIAL ASSOCIATES

BY: HGG SPRINGHILL RESIDENTIAL CORPORATION, General Partner

By: 
Harley I. Gross, President

BY: FC SPRINGHILL RESIDENTIAL, INC., General Partner

By: 
SAMUEL H. MILLER
Title: *President & Treasurer*

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MISC 232.00
John A Donofrio, Summit Fiscal Officer

STATE OF OHIO)
) SS:
COUNTY OF CUYAHOGA)

Before me, a Notary Public in and for the State of Ohio, personally appeared the above named SPRINGHILL RESIDENTIAL ASSOCIATES, an Ohio general partnership, by its general partner HGG Springhill Residential Corporation, an Ohio corporation, by Harley I. Gross, its President, who acknowledged that he did sign the foregoing document on behalf of the Corporation and the Partnership and that the same was his free act and deed and the free act and deed of the Corporation and the Partnership.

IN WITNESS WHEREOF, I have hereunto set my hand and seal this 29th day of July, 2003.

Barbara A. Patchen
NOTARY PUBLIC



BARBARA A. PATCHEN
Notary Public, State of Ohio
Recorded in Medina Co.
My Commission Expires
July 4, 2007

STATE OF OHIO)
) SS:
COUNTY OF CUYAHOGA)

Before me, a Notary Public in and for the State of Ohio, personally appeared the above named SPRINGHILL RESIDENTIAL ASSOCIATES, an Ohio general partnership, by its general partner FC Springhill Residential, Inc., an Ohio corporation, by Samuel H. Miller, its President and Treasurer, who acknowledged that he did sign the foregoing document on behalf of the Corporation and the Partnership and that the same was his free act and deed and the free act and deed of the Corporation and the Partnership.

IN WITNESS WHEREOF, I have hereunto set my hand and seal this 30th day of July, 2003.

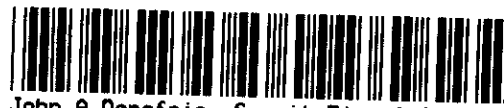
Rose Ann Foliano
NOTARY PUBLIC



ROSE ANN FOLIANO, Notary Public
STATE OF OHIO
My Commission Expires July 14, 2006

This instrument was prepared by:

Aaron S. Evenchik, Esq.
14300 Ridge Road, Suite 100
North Royalton, Ohio 44133



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MISC 232.00

John A Donofrio, Summit Fiscal Officer



DONALD G. BOHNING & ASSOCIATES, INC.

CIVIL ENGINEERING & SURVEYING

7979 HUB PARKWAY • VALLEY VIEW, OHIO 44125 • (216) 642-1130

FAX • (216) 642-1132

**Exhibit A - Legal Description of
Summit Highlands II Phase C Area**

Situated in the City of Macedonia, County of Summit, and State of Ohio, and known as being part of Original Northfield Township Lot 34, and bounded and described as follows:

Beginning at a point in the southerly line of Firestone Lane, 60 feet wide, at its intersection with the easterly line of Sublot 97 in the Spring Hill Phase 5 Subdivision as shown by the plat recorded in Cabinet M, Slides 296-297 of Summit County Plat Records;

Thence easterly along the curved southerly line of Firestone Lane, being the arc of a curve deflecting to the left, 89.30 feet to its intersection with the westerly line of Sublot 114 in the Spring Hill Phase 6 Subdivision as shown by the plat recorded as Reception No. 54066861 of Summit County Records, said arc having a radius of 2530.00 feet, a central angle of 2 degrees 01 minute 20 seconds, and a chord which bears North 88 degrees 43 minutes 50 seconds East, 89.29 feet;

Thence southwesterly along the curved westerly line of Sublot 114, being the arc of a curve deflecting to the left, 31.06 feet to a point of tangency, said arc having a radius of 20.00 feet, a central angle of 88 degrees 59 minutes 20 seconds, and a chord which bears South 43 degrees 13 minutes 30 seconds West, 28.03 feet;

Thence South 1 degree 16 minutes 10 seconds East along the westerly line of Sublot 114, 175.40 feet to its intersection with the southerly line of said Spring Hill Phase 6;

Thence South 87 degrees 07 minutes 55 seconds East along the southerly line of said Spring Hill Phase 6, 521.56 feet to a point;

Thence South 42 degrees 28 minutes 24 seconds East along the southerly line of said Spring Hill Phase 6, 99.58 feet to an angle point therein;



John A Donofrio, Summit Fiscal Officer

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DONALD G. BOHNING & ASSOCIATES, INC.

CIVIL ENGINEERING & SURVEYING

7979 HUB PARKWAY • VALLEY VIEW, OHIO 44125 • (216) 642-1130

FAX • (216) 642-1132

Exhibit A

Thence South 2 degrees 11 minutes 07 seconds West along the southerly line of said Spring Hill Phase 6, 153.83 feet to an angle point, therein;

Thence South 87 degrees 43 minutes 53 seconds East along the southerly line of said Spring Hill Phase 6, 100.00 feet to its intersection with the westerly line of the Macedonia Hills Subdivision as shown by the plat recorded in Book 110, Pages 48-49 of Summit County Plat Records;

Thence South 1 degree 51 minutes 25 seconds West along the westerly line of said Macedonia Hills Subdivision, 148.67 feet to a point, and the principal place of beginning of the parcel herein described;

Thence South 1 degree 51 minutes 25 seconds West along the westerly line of said Macedonia Hills Subdivision, 887.61 feet to its intersection with the northerly line of a parcel of land conveyed to Faith Fellowship Church, Inc. by deed recorded in Volume 612, Page 92 of the Official Records of Summit County;

Thence North 87 degrees 18 minutes 29 seconds West along the northerly line of said land conveyed to Faith Fellowship Church, Inc., 1040.49 feet to its intersection with the easterly line of the Spring Hill Detached Clusters Phase 1 as shown by the plat recorded as Reception No. 54134064 of Summit County Records;

Thence North 2 degrees 41 minutes 31 seconds East along the easterly line of said Spring Hill Detached Clusters Phase 1, 158.22 feet to a point;

Thence North 73 degrees 59 minutes 08 seconds East, 387.85 feet to a point;

Thence North 53 degrees 24 minutes 41 seconds East, 65.00 feet to a point;



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John A Donofrio, Summit Fiscal Officer



DONALD G. BOHNING & ASSOCIATES, INC.

CIVIL ENGINEERING & SURVEYING

7979 HUB PARKWAY • VALLEY VIEW, OHIO 44125 • (216) 642-1130

FAX • (216) 642-1132

Exhibit A

Thence northwesterly along the arc of a curve deflecting to the right, 71.67 feet to a point, said arc having a radius of 367.50 feet, a central angle of 11 degrees 10 minutes 24 seconds, and a chord which bears North 31 degrees 00 minutes 07 seconds West, 71.55 feet;

Thence North 12 degrees 34 minutes 25 seconds East, 112.30 feet to a point;

Thence South 77 degrees 25 minutes 50 seconds East, 114.11 feet to a point;

Thence North 37 degrees 34 minutes 25 seconds East, 92.00 feet to a point;

Thence South 52 degrees 25 minutes 35 seconds East, 89.09 feet to a point;

Thence North 86 degrees 01 minute 30 seconds East, 180.00 feet to a point;

Thence North 32 degrees 49 minutes 07 seconds East, 425.18 feet to the principal place of beginning, and containing 10.5000 acres of land as described by Donald G. Bohning & Associates, Inc. in April, 2002.

The courses used in this description are referenced to an assumed meridian and are used to indicate angles only.

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CIVIL ENGINEERING & SURVEYING

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**Exhibit A-1 - Legal Description of Common Areas,
Summit Highlands II Phase C Area**

Situated in the City of Macedonia, County of Summit, and State of Ohio, and known as being part of Original Northfield Township Lot 34, and bounded and described as follows:

Beginning at a point in the southerly line of Firestone Lane, 60 feet wide, at its intersection with the easterly line of Sublot 97 in the Spring Hill Phase 5 Subdivision as shown by the plat recorded in Cabinet M, Slides 296-297 of Summit County Plat Records;

Thence easterly along the curved southerly line of Firestone Lane, being the arc of a curve deflecting to the left, 89.30 feet to its intersection with the westerly line of Sublot 114 in the Spring Hill Phase 6 Subdivision as shown by the plat recorded as Reception No. 54066861 of Summit County Records, said arc having a radius of 2530.00 feet, a central angle of 2 degrees 01 minute 20 seconds, and a chord which bears North 88 degrees 43 minutes 50 seconds East, 89.29 feet;

Thence southwesterly along the curved westerly line of Sublot 114, being the arc of a curve deflecting to the left, 31.06 feet to a point of tangency, said arc having a radius of 20.00 feet, a central angle of 88 degrees 59 minutes 20 seconds, and a chord which bears South 43 degrees 13 minutes 30 seconds West, 28.03 feet;

Thence South 1 degree 16 minutes 10 seconds East along the westerly line of Sublot 114, 175.40 feet to its intersection with the southerly line of said Spring Hill Phase 6;

Thence South 87 degrees 07 minutes 55 seconds East along the southerly line of said Spring Hill Phase 6, 521.56 feet to a point;

Thence South 42 degrees 28 minutes 24 seconds East along the southerly line of said Spring Hill Phase 6, 99.58 feet to an angle point therein;



John A Donofrio, Summit Fiscal Officer

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DONALD G. BOHNING & ASSOCIATES, INC.

CIVIL ENGINEERING & SURVEYING

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FAX • (216) 642-1132

Exhibit A-1

Thence South 2 degrees 11 minutes 07 seconds West along the southerly line of said Spring Hill Phase 6, 153.83 feet to an angle point, therein;

Thence South 87 degrees 43 minutes 53 seconds East along the southerly line of said Spring Hill Phase 6, 100.00 feet to its intersection with the westerly line of the Macedonia Hills Subdivision as shown by the plat recorded in Book 110, Pages 48-49 of Summit County Plat Records;

Thence South 1 degree 51 minutes 25 seconds West along the westerly line of said Macedonia Hills Subdivision, 148.67 feet to a point, and the principal place of beginning of the parcel herein described;

Thence South 1 degree 51 minutes 25 seconds West along the westerly line of said Macedonia Hills Subdivision, 887.61 feet to its intersection with the northerly line of a parcel of land conveyed to Faith Fellowship Church, Inc. by deed recorded in Volume 612, Page 92 of the Official Records of Summit County;

Thence North 87 degrees 18 minutes 29 seconds West along the northerly line of said land conveyed to Faith Fellowship Church, Inc., 1040.49 feet to its intersection with the easterly line of the Spring Hill Detached Clusters Phase 1 as shown by the plat recorded as Reception No. 54134064 of Summit County Records;

Thence North 2 degrees 41 minutes 31 seconds East along the easterly line of said Spring Hill Detached Clusters Phase 1, 158.22 feet to a point;

Thence North 73 degrees 59 minutes 08 seconds East, 387.85 feet to a point;

Thence North 53 degrees 24 minutes 41 seconds East, 65.00 feet to a point;



John A Donofrio, Summit Fiscal Officer

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DONALD G. BOHNING & ASSOCIATES, INC.

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FAX • (216) 642-1132

Exhibit A-1

Thence northwesterly along the arc of a curve deflecting to the right, 71.67 feet to a point, said arc having a radius of 367.50 feet, a central angle of 11 degrees 10 minutes 24 seconds, and a chord which bears North 31 degrees 00 minutes 07 seconds West, 71.55 feet;

Thence North 12 degrees 34 minutes 25 seconds East, 112.30 feet to a point;

Thence South 77 degrees 25 minutes 50 seconds East, 114.11 feet to a point;

Thence North 37 degrees 34 minutes 25 seconds East, 92.00 feet to a point;

Thence South 52 degrees 25 minutes 35 seconds East, 89.09 feet to a point;

Thence North 86 degrees 01 minute 30 seconds East, 180.00 feet to a point;

Thence North 32 degrees 49 minutes 07 seconds East, 425.18 feet to the principal place of beginning as described by Donald G. Bohning & Associates, Inc. in April, 2002.

The courses used in this description are referenced to an assumed meridian and are used to indicate angles only.

Less and excluding Unit Parcels 49 through 60, and 67 through 75, all inclusive in Spring Hill Detached Clusters Phase 2C Plat.

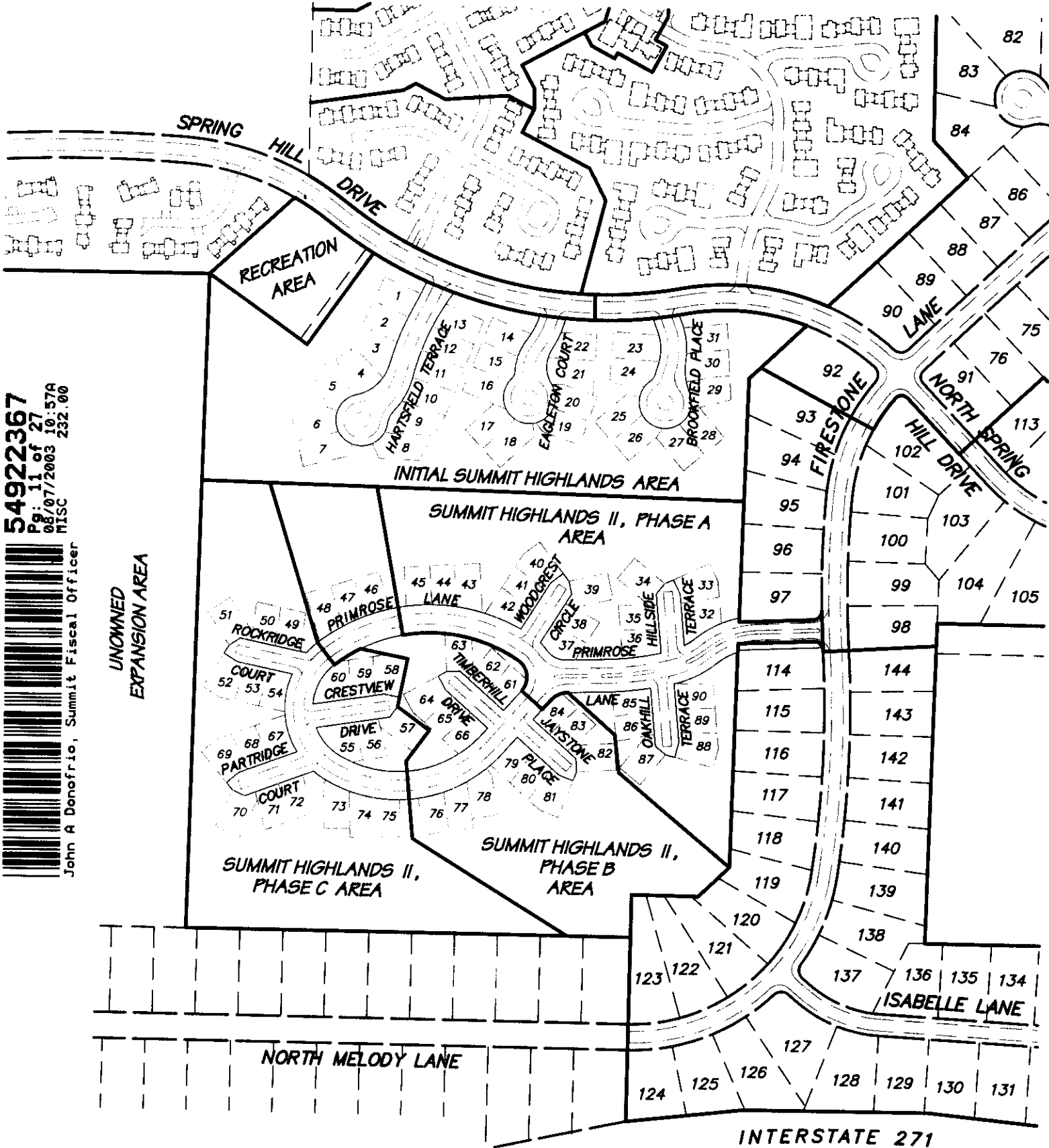
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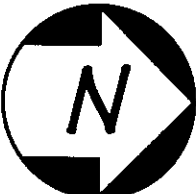
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John A Donofrio, Summit Fiscal Officer



UNOWNED
 EXPANSION AREA

EXHIBIT "B"
SITE PLAN
 SUMMIT HIGHLANDS II
 MACEDONIA, OHIO



DONALD G. BOHNING & ASSOCIATES, INC. CIVIL ENGINEERING & SURVEYING 7878 HUB PARKWAY • VALLEY VIEW, OHIO 44125 PHONE: (216) 642-1130 FAX: (216) 642-1132			
HORIZ. SCALE 1" = 300'	DATE F.O. D.G. APR., 2002	SHEET NO. 201235X5	TOTAL SHEETS 1
VERT. SCALE ---	FILE NO. 2012-18	ORDER NO. 2012-18	TOTAL SHEETS 1

Schedule 1

SUPPLEMENTAL DECLARATION OF EASEMENTS NO. 2

This Supplemental Declaration of Easements No. 2 is made as of the _____ day of _____, 2003 by SPRINGHILL RESIDENTIAL ASSOCIATES, an Ohio general partnership (the "Grantor"), whose address is 14300 Ridge Road, Suite 100, North Royalton, Ohio 44133.

A. Grantor, as Declarant, caused the Declaration of Covenants, Conditions and Restrictions for Summit Highlands II Homeowners Association, to be filed for record on November 19, 2001 as Reception No. 54623147 of Summit County Records (the "Original Declaration"), which provided for the formation of the Summit Highlands II Homeowners Association and the creation of the "Summit Highlands II Area."

B. Grantor has expanded the Summit Highlands II Area by recording the Supplemental Declaration of and Amendment to the Covenants, Conditions and Restrictions for Summit Highlands II Homeowners Association filed for record on June 14, 2003 as Reception No. 54713063 of Summit County Records ("Amendment No. 1"). The Original Declaration together with Amendment No. 1 are hereinafter collectively referred to as the "Declaration." The real property comprising the Summit Highlands II Area is described in Exhibit A.

C. Immediately prior to the recording of the Original Declaration Grantor caused the Original Declaration of Easements to be recorded on November 19, 2001 as Reception No. 54623146 of Summit County Records.

D. Concurrent with the recording of the Amendment No. 1 Grantor caused the Supplemental Declaration of Easements No. 1 to be filed for record on June 14, 2002 as Reception No. 54713062 of Summit County Records.

E. Immediately following the recording of this Supplemental Declaration of Easements No. 2, Grantor as the owner of the parcel of land situated in Macedonia, Ohio and more particularly described in Exhibit A and shown as Phase A and Phase B on Exhibit B, shall expand the Summit Highlands II Area to include the land described in Exhibit C (the "Summit Highlands II Phase C Area" as shown on Exhibit B).

F. Included within the Summit Highlands II Phase C Area are Common Areas consisting of sixty foot (60') rights-of-way (the "Rights-of-Way") on a portion of which Grantor has constructed or will construct private roads (the "Roadways") known as Primrose Lane, Rockridge Court, Partridge Court and Crestview Drive as identified as "Common Ingress/Egress Easement Areas" on the Spring Hill Detached Clusters Phase 2C Plat as recorded in Reception No. _____ of Summit County Records.

G. Grantor desires to reserve the right (i) to use the Roadways on the Summit Highlands II Phase C Area for access, passage and ingress and egress purposes, and (ii) to use the Rights-of-Way for installation, construction and tying into lines, pipes, poles, wires and other facilities and equipment (the "Utility Facilities") for electricity, gas, water, telephone, cable TV, storm sewer and sanitary sewer services (collectively, the "Utility Services") for the benefit of (a) Grantor; (b) existing and future owners of land (the "Spring Hill Benefited Owners") encumbered by the Declaration of Covenants and Easements for The Spring Hill Drive Recreation Association recorded on October 9, 1992 in O.R. 1105, Page 001 of Summit County Records, as the same may be supplemented



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John A Donofrio, Summit Fiscal Officer

Schedule I

and amended from time to time (the "Spring Hill Declaration"); and (c) owners of other land and other persons or entities expressly designated by Grantor (the "Other Beneficiaries").

NOW, THEREFORE, for the purposes and upon the terms and conditions hereinafter set forth, and in consideration of One Dollar (\$1.00) and other valuable consideration received by the Grantor, Grantor hereby grants, reserves, declares and covenants as follows:

1. The Roadways Easement. (a) Grantor hereby declares, grants and reserves (i) to Grantor; and (ii) to the Spring Hill Benefited Owners, the nonexclusive, perpetual right and easement (the "Roadway Easement") to use the Roadways on the Right-of-Ways for the purpose of pedestrian and vehicular ingress, egress, access and passage to, from and between the real property within and outside the boundaries of the Summit Highlands II Phase C Area. Grantor also declares, grants and reserves the right to designate from time to time Other Beneficiaries to have the nonexclusive, perpetual right to use the Roadways for the purpose of pedestrian and vehicular ingress, egress, access and passage by so designating such right (and describing the land or the persons benefited) in any instrument recorded in Summit County Records. (b) The Summit Highlands II Homeowners Association shall be responsible for the maintenance, repair, replacement, and snow removal of the Roadways, which shall be paid for exclusively by the Members of Summit Highlands II Homeowners Association. (c) All persons entitled by the terms of this Supplemental Declaration of Easements No. 2 to utilize the Roadways shall do so in compliance with all applicable Legal Requirements and in accordance with the reasonable rules and regulations that Grantor, or the Summit Highlands II Homeowner Association, shall establish from time to time.
2. Utility Easements. Grantor declares, grants and reserves the right and easement for (a) Grantor; (b) for all Spring Hill Benefited Owners; and (c) all Other Beneficiaries hereafter to be expressly designated by Grantor in any instrument recorded in Summit County Records (and describing the land or the persons benefited) (i) to tie into and use, repair, maintain, replace, inspect, and otherwise deal with any Utility Facilities designed to provide Utility Services which now or hereafter exist in the Rights-of-Way; and (ii) to install, maintain, use, repair, inspect, improve and replace Utility Facilities to serve any other land which may be owned by the Grantor or by any Spring Hill Benefited Owner or by Other Beneficiaries so designated by Grantor.
3. Indemnity. Each person or entity which uses the Roadway or the Rights-of-Way for access or utility related purposes shall use the same in a manner which shall protect against damage or injury either to the person or the property of any other person entitled to use the same and to any third person. Each person which uses the Roadway and/or the Rights-of-Way shall indemnify and save Grantor, the Summit Highlands II Homeowners Association and the owners and occupants of the Summit Highlands II Area harmless from and against all liability, loss, damage, costs and expense which, directly or indirectly, arises out of or results from any act, whether commission or omission, of such party (or its



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John A Donofrio, Summit Fiscal Officer

Schedule 1

agents, contractors or servants, whether in the exercise of its or their rights hereunder or in breach or excess thereof). In the event that any improvements (including, without limitation, landscaping) installed, maintained, repaired, replaced, inspected, or otherwise dealt with in the Rights-of-Way cause any damage to the Roadway or other such improvements thereon, the person or entity which caused such damage shall repair such damage and shall restore the Roadway and/or other such improvements to their condition immediately preceding the use thereof.

4. Binding Effect. This Supplemental Declaration of Easements No. 2 shall run with the land and bind each and every part thereof, and shall be binding upon and shall inure to the benefit of Grantor, the Summit Highlands II Homeowners Association, the Owners and Occupants of the Summit Highlands II Area, including the Summit Highlands Phase C Area, and all Spring Hill Benefited Owners designated by Grantor, and its and their respective invitees, successors, heirs, executors, administrators and assigns.
5. Time Limits. If (and only to the extent that) any of the privileges, easements, covenants, rights, obligations or other provisions of this Supplemental Declaration of Easements No. 2 shall be unlawful or void for violation of (i) the rules against perpetuities or some analogous statutory provision; (ii) the rules restricting restraints on alienation; or (iii) any other statutory or common law rules imposing time limits, then such provision shall continue only until twenty-one (21) years after the death of the survivor of George W. Bush, 43rd President of the United States of America, and his now living lawful descendant.
6. Grantor's Successors. Notwithstanding any provision to the contrary herein, all rights, privileges, obligations, benefits, powers and authority vested in, imposed upon or reserved by Grantor under or by virtue of any provision of this Supplemental Declaration of Easements No. 2 shall be deemed to be vested in, imposed upon or reserved for, the successors and assigns of Grantor (including the grantees of land previously owned by the Grantor) to the same extent and effect as the same are vested in or reserved for Grantor.
7. Exhibits. Each exhibit attached to this Supplemental Declaration of Easements No. 2 shall be deemed to have been made a part of this Easement Declaration.


John A Donofrio, Summit Fiscal Officer

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Schedule 1

IN WITNESS WHEREOF, Grantor and the Association have caused this Supplemental Declaration of Easements No. 2 to be executed as of the date and year first written above.

SPRINGHILL RESIDENTIAL ASSOCIATES

BY: HGG SPRINGHILL RESIDENTIAL
CORPORATION, General Partner

By: _____
Harley I. Gross, President

BY: FC SPRINGHILL RESIDENTIAL,
INC., General Partner

By: _____

Title: _____


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John A Donofrio, Summit Fiscal Officer

Schedule 1

STATE OF OHIO)
) SS:
COUNTY OF CUYAHOGA)

Before me, a Notary Public in and for the State of Ohio, personally appeared the above named SPRINGHILL RESIDENTIAL ASSOCIATES, an Ohio general partnership, by its general partner HGG Springhill Residential Corporation, an Ohio corporation, by Harley I. Gross, its President, who acknowledged that he did sign the foregoing document on behalf of the Corporation and the Partnership and that the same was his free act and deed and the free act and deed of the Corporation and the Partnership.

IN WITNESS WHEREOF, I have hereunto set my hand and seal this _____ day of _____, 2003.

NOTARY PUBLIC

STATE OF OHIO)
) SS:
COUNTY OF CUYAHOGA)

Before me, a Notary Public in and for the State of Ohio, personally appeared the above named SPRINGHILL RESIDENTIAL ASSOCIATES, an Ohio general partnership, by its general partner FC Springhill Residential, Inc., an Ohio corporation, by _____, its _____, who acknowledged that he did sign the foregoing document on behalf of the Corporation and the Partnership and that the same was his free act and deed and the free act and deed of the Corporation and the Partnership.

IN WITNESS WHEREOF, I have hereunto set my hand and seal this _____ day of _____, 2003.

NOTARY PUBLIC

Prepared by:
Aaron S. Evenchik, Esq.
14300 Ridge Road, Suite 100
North Royalton, OH 44133



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MISC 232.00

John A Donofrio, Summit Fiscal Officer



DONALD G. BOHNING & ASSOCIATES, INC.

CIVIL ENGINEERING & SURVEYING

7979 HUB PARKWAY • VALLEY VIEW, OHIO 44125 • (216) 642-1130
FAX • (216) 642-1132

Exhibit A Legal Description of
Summit Highlands II phase A Area

Situated in the City of Macedonia, County of Summit, and State of Ohio, and known as being part of Original Northfield Township Lots 33 and 34, and bounded and described as follows:

Beginning at a point in the southerly line of Firestone Lane, 60 feet wide, at its intersection with the easterly line of Sublot 97 in the Spring Hill Phase 5 Subdivision as shown by the plat recorded in Cabinet M, Slides 296-297 of Summit County Plat Records;

Thence easterly along the curved southerly line of Firestone Lane, being the arc of a curve deflecting to the left, 89.30 feet to its intersection with the westerly line of Sublot 114 in the Spring Hill Phase 6 Subdivision as shown by the plat recorded as Reception No. 54066861 of Summit County Records, said arc having a radius of 2530.00 feet, a central angle of 2 degrees 01 minute 20 seconds, and a chord which bears North 88 degrees 43 minutes 50 seconds East, 89.29 feet;

Thence southwesterly along the curved westerly line of Sublot 114, being the arc of a curve deflecting to the left, 31.06 feet to a point of tangency, said arc having a radius of 20.00 feet, a central angle of 88 degrees 59 minutes 20 seconds, and a chord which bears South 43 degrees 13 minutes 30 seconds West, 28.03 feet;

Thence South 1 degree 16 minutes 10 seconds East along the westerly line of Sublot 114, 175.40 feet to its intersection with the southerly line of said Spring Hill Phase 6;

Thence South 87 degrees 07 minutes 55 seconds East along the southerly line of said Spring Hill Phase 6, 521.56 feet to a point;

Thence South 41 degrees 13 minutes 52 seconds West, 337.47 feet to a point;



John A Donofrio, Summit Fiscal Officer

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DONALD G. BOHNING & ASSOCIATES, INC.

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Exhibit A

Thence South 84 degrees 38 minutes 22 seconds West, 87.74 feet to a point;

Thence South 42 degrees 46 minutes 12 seconds West, 147.39 feet to a point;

Thence southeasterly along the arc of a curve deflecting to the left, 45.05 feet to a point of tangency, said arc having a radius of 55.00 feet, a central angle of 46 degrees 56 minutes 03 seconds, and a chord which bears South 23 degrees 45 minutes 46 seconds East, 43.80 feet;

Thence South 47 degrees 13 minutes 48 seconds East, 29.26 feet to a point;

Thence South 42 degrees 46 minutes 12 seconds West, 65.00 feet to a point;

Thence westerly along the arc of a curve deflecting to the left, 81.28 feet to a point of compound curvature, said arc having a radius of 47.50 feet, a central angle of 98 degrees 02 minutes 55 seconds, and a chord which bears South 83 degrees 44 minutes 45 seconds West, 71.72 feet;

Thence southerly along the arc of a curve deflecting to the left, 282.11 feet to a point, said arc having a radius of 367.50 feet, a central angle of 43 degrees 59 minutes 00 seconds, and a chord which bears South 12 degrees 43 minutes 47 seconds West, 275.24 feet;

Thence South 80 degrees 44 minutes 17 seconds West, 350.20 feet to a point in the easterly line of Spring Hill Detached Clusters Phase I as shown by the plat recorded as Reception No. 54134064 of Summit County Records;

Thence North 2 degrees 41 minutes 31 seconds East along the easterly line of said Spring Hill Clusters Phase I, 854.16 feet to its intersection with the southerly line of said Spring Hill Phase 5;



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Exhibit A

Thence South 87 degrees 07 minutes 55 seconds East along the southerly line of said Spring Hill Phase 5, 281.73 feet to its intersection with the easterly line of said Sublot 97;

Thence North 1 degree 16 minutes 10 seconds West along the easterly line of said Sublot 97, 171.79 feet to a point of curvature, therein;

Thence northwesterly along the curved easterly line of said Sublot 97, being the arc of a curve deflecting to the left, 31.06 feet to the place of beginning, said arc having a radius of 20.00 feet, a central angle of 88 degrees 59 minutes 20 seconds, and a chord which bears North 45 degrees 45 minutes 50 seconds West, 28.03 feet, and containing 10.0000 acres of land as described by Donald G. Bohning & Associates, Inc. in October, 2001.

The courses used in this description are referenced to an assumed meridian and are used to indicate angles only.

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Exhibit A - Legal Description of
Summit Highlands II Phase B Area

Situated in the City of Macedonia, County of Summit, and State of Ohio, and known as being part of Original Northfield Township Lots 33 and 34, and bounded and described as follows:

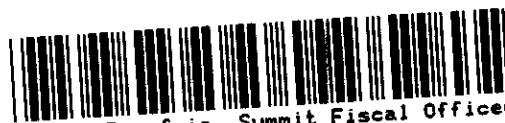
Beginning at a point in the southerly line of Firestone Lane, 60 feet wide, at its intersection with the easterly line of Sublot 97 in the Spring Hill Phase 5 Subdivision as shown by the plat recorded in Cabinet M, Slides 296-297 of Summit County Plat Records;

Thence easterly along the curved southerly line of Firestone Lane, being the arc of a curve deflecting to the left, 89.30 feet to its intersection with the westerly line of Sublot 114 in the Spring Hill Phase 6 Subdivision as shown by the plat recorded as Reception No. 54066861 of Summit County Records, said arc having a radius of 2530.00 feet, a central angle of 2 degrees 01 minute 20 seconds, and a chord which bears North 88 degrees 43 minutes 50 seconds East, 89.29 feet;

Thence southwesterly along the curved westerly line of Sublot 114, being the arc of a curve deflecting to the left, 31.06 feet to a point of tangency, said arc having a radius of 20.00 feet, a central angle of 88 degrees 59 minutes 20 seconds, and a chord which bears South 43 degrees 13 minutes 30 seconds West, 28.03 feet;

Thence South 1 degree 16 minutes 10 seconds East along the westerly line of Sublot 114, 175.40 feet to its intersection with the southerly line of said Spring Hill Phase 6;

Thence South 87 degrees 07 minutes 55 seconds East along the southerly line of said Spring Hill Phase 6, 521.56 feet to a point, and the principal place of beginning of the parcel herein described;



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Exhibit A

Thence South 42 degrees 28 minutes 24 seconds East along the southerly line of said Spring Hill Phase 6, 99.58 feet to an angle point therein;

Thence South 2 degrees 11 minutes 07 seconds West along the southerly line of said Spring Hill Phase 6, 153.83 feet to an angle point, therein;

Thence South 87 degrees 43 minutes 53 seconds East along the southerly line of said Spring Hill Phase 6, 100.00 feet to its intersection with the westerly line of the Macedonia Hills Subdivision as shown by the plat recorded in Book 110, Pages 48-49 of Summit County Plat Records;

Thence South 1 degree 51 minutes 25 seconds West along the westerly line of said Macedonia Hills Subdivision, 148.67 feet to a point;

Thence South 32 degrees 49 minutes 07 seconds West, 425.18 feet to a point;

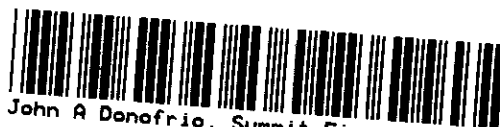
Thence South 86 degrees 01 minute 30 seconds West, 180.00 feet to a point;

Thence North 52 degrees 25 minutes 35 seconds West, 89.09 feet to a point;

Thence South 37 degrees 34 minutes 25 seconds West, 92.00 feet to a point;

Thence North 77 degrees 25 minutes 50 seconds West, 114.11 feet to a point;

Thence South 12 degrees 34 minutes 25 seconds West, 112.30 feet to a point;



John A Donofrio, Summit Fiscal Officer

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Exhibit A

Thence southeasterly along the arc of a curve deflecting to the left, 71.67 feet to a point, said arc having a radius of 367.50 feet, a central angle of 11 degrees 10 minutes 24 seconds, and a chord which bears South 31 degrees 00 minutes 07 seconds East, 71.55 feet;

Thence South 53 degrees 24 minutes 41 seconds West, 65.00 feet to a point;

Thence South 73 degrees 59 minutes 08 seconds West, 387.85 feet to a point in the easterly line of the Spring Hill Detached Clusters Phase 1 as shown by the plat recorded as Reception No. 54134064 of Summit County Records;

Thence North 2 degrees 41 minutes 31 seconds East along the easterly line of said Spring Hill Detached Clusters Phase 1, 249.56 feet to a point;

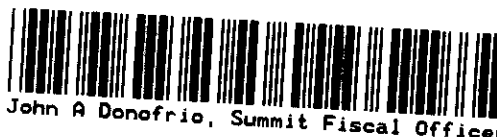
Thence North 80 degrees 44 minutes 17 seconds East, 350.20 feet to a point;

Thence northerly along the arc of a curve deflecting to the right, 282.11 feet to a point of compound curvature, said arc having a radius of 367.50 feet, a central angle of 43 degrees 59 minutes 00 seconds, and a chord which bears North 12 degrees 43 minutes 47 seconds East, 275.24 feet;

Thence easterly along the arc of a curve deflecting to the right, 81.28 feet to a point, said arc having a radius of 47.50 feet, a central angle of 98 degrees 02 minutes 55 seconds, and a chord which bears North 83 degrees 44 minutes 45 seconds East, 71.72 feet;

Thence North 42 degrees 46 minutes 12 seconds East, 65.00 feet to a point;

Thence North 47 degrees 13 minutes 48 seconds West, 29.26 feet to a point of curvature;



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Exhibit A

Thence northwesterly along the arc of a curve deflecting to the right, 45.05 feet to a point, said arc having a radius of 55.00 feet, a central angle of 46 degrees 56 minutes 03 seconds, and a chord which bears North 23 degrees 45 minutes 46 seconds West, 43.80 feet to a point;

Thence North 42 degrees 46 minutes 12 seconds East, 147.39 feet to a point;

Thence North 84 degrees 38 minutes 22 seconds East, 87.74 feet to a point;

Thence North 41 degrees 13 minutes 52 seconds East, 337.47 feet to the principal place of beginning, and containing 9.0000 acres of land as described by Donald G. Bohning & Associates, Inc. in April, 2002.

The courses used in this description are referenced to an assumed meridian and are used to indicate angles only.

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UNOWNED
EXPANSION AREA

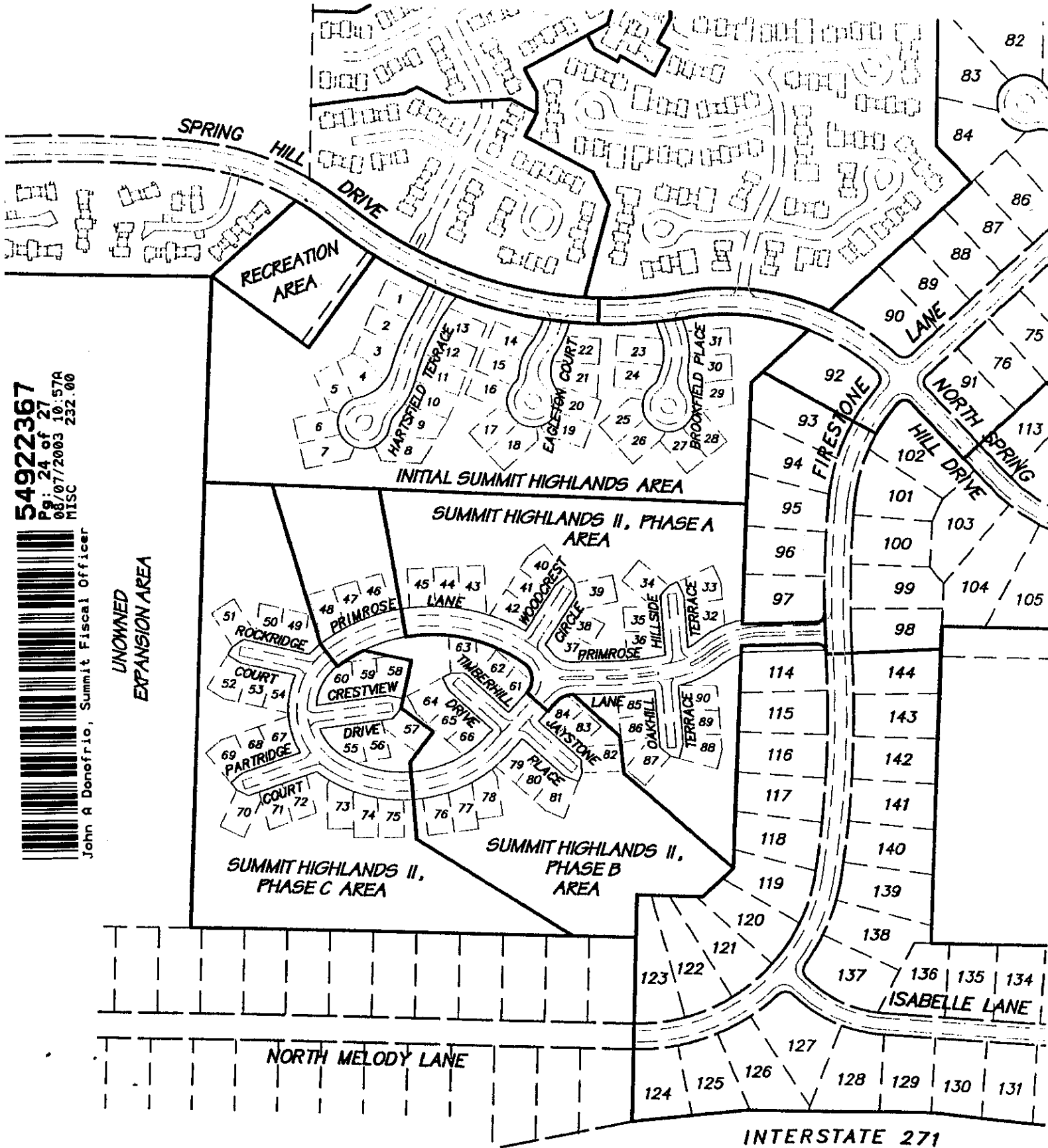
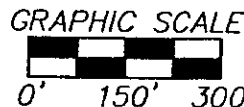
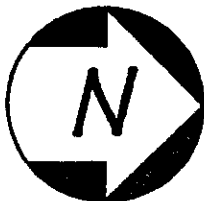


EXHIBIT "B" SITE PLAN

SUMMIT HIGHLANDS II
MACEDONIA, OHIO



ESB				DONALD G. BOHNING & ASSOCIATES, INC. CIVIL ENGINEERING & SURVEYING 7878 HUB PARKWAY • VALLEY VIEW, OHIO 44125 PHONE: (216) 842-1130 FAX: (216) 842-1132	
HORIZ. SCALE 1" = 300'	DRW. FILE NO. 201235X5	CHG. D.G.	DATE APR., 2002	1	1
VERT. SCALE	FILE NO. 201235X5	ORDER NO. 2012-18			



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**Exhibit C - Legal Description of
Summit Highlands II Phase C Area**

Situated in the City of Macedonia, County of Summit, and State of Ohio, and known as being part of Original Northfield Township Lot 34, and bounded and described as follows:

Beginning at a point in the southerly line of Firestone Lane, 60 feet wide, at its intersection with the easterly line of Sublot 97 in the Spring Hill Phase 5 Subdivision as shown by the plat recorded in Cabinet M, Slides 296-297 of Summit County Plat Records;

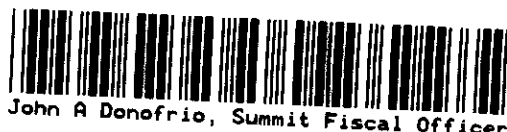
Thence easterly along the curved southerly line of Firestone Lane, being the arc of a curve deflecting to the left, 89.30 feet to its intersection with the westerly line of Sublot 114 in the Spring Hill Phase 6 Subdivision as shown by the plat recorded as Reception No. 54066861 of Summit County Records, said arc having a radius of 2530.00 feet, a central angle of 2 degrees 01 minute 20 seconds, and a chord which bears North 88 degrees 43 minutes 50 seconds East, 89.29 feet;

Thence southwesterly along the curved westerly line of Sublot 114, being the arc of a curve deflecting to the left, 31.06 feet to a point of tangency, said arc having a radius of 20.00 feet, a central angle of 88 degrees 59 minutes 20 seconds, and a chord which bears South 43 degrees 13 minutes 30 seconds West, 28.03 feet;

Thence South 1 degree 16 minutes 10 seconds East along the westerly line of Sublot 114, 175.40 feet to its intersection with the southerly line of said Spring Hill Phase 6;

Thence South 87 degrees 07 minutes 55 seconds East along the southerly line of said Spring Hill Phase 6, 521.56 feet to a point;

Thence South 42 degrees 28 minutes 24 seconds East along the southerly line of said Spring Hill Phase 6, 99.58 feet to an angle point therein;



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Exhibit C

Thence South 2 degrees 11 minutes 07 seconds West along the southerly line of said Spring Hill Phase 6, 153.83 feet to an angle point, therein;

Thence South 87 degrees 43 minutes 53 seconds East along the southerly line of said Spring Hill Phase 6, 100.00 feet to its intersection with the westerly line of the Macedonia Hills Subdivision as shown by the plat recorded in Book 110, Pages 48-49 of Summit County Plat Records;

Thence South 1 degree 51 minutes 25 seconds West along the westerly line of said Macedonia Hills Subdivision, 148.67 feet to a point, and the principal place of beginning of the parcel herein described;

Thence South 1 degree 51 minutes 25 seconds West along the westerly line of said Macedonia Hills Subdivision, 887.61 feet to its intersection with the northerly line of a parcel of land conveyed to Faith Fellowship Church, Inc. by deed recorded in Volume 612, Page 92 of the Official Records of Summit County;

Thence North 87 degrees 18 minutes 29 seconds West along the northerly line of said land conveyed to Faith Fellowship Church, Inc., 1040.49 feet to its intersection with the easterly line of the Spring Hill Detached Clusters Phase 1 as shown by the plat recorded as Reception No. 54134064 of Summit County Records;

Thence North 2 degrees 41 minutes 31 seconds East along the easterly line of said Spring Hill Detached Clusters Phase 1, 158.22 feet to a point;

Thence North 73 degrees 59 minutes 08 seconds East, 387.85 feet to a point;

Thence North 53 degrees 24 minutes 41 seconds East, 65.00 feet to a point;



John A Donofrio, Summit Fiscal Officer

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Exhibit C

Thence northwesterly along the arc of a curve deflecting to the right, 71.67 feet to a point, said arc having a radius of 367.50 feet, a central angle of 11 degrees 10 minutes 24 seconds, and a chord which bears North 31 degrees 00 minutes 07 seconds West, 71.55 feet;

Thence North 12 degrees 34 minutes 25 seconds East, 112.30 feet to a point;

Thence South 77 degrees 25 minutes 50 seconds East, 114.11 feet to a point;

Thence North 37 degrees 34 minutes 25 seconds East, 92.00 feet to a point;

Thence South 52 degrees 25 minutes 35 seconds East, 89.09 feet to a point;

Thence North 86 degrees 01 minute 30 seconds East, 180.00 feet to a point;

Thence North 32 degrees 49 minutes 07 seconds East, 425.18 feet to the principal place of beginning, and containing 10.5000 acres of land as described by Donald G. Bohning & Associates, Inc. in April, 2002.

The courses used in this description are referenced to an assumed meridian and are used to indicate angles only.

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