

Ashley Oaks



Declaration of Covenants and Restrictions

and

By-Laws

of

ASHLEY OAKS HOMEOWNERS' ASSOCIATION

Strongsville, Ohio

PARK GROUP COMPANIES OF AMERICA
13370 Prospect Road
Strongsville, Ohio 44136

**ASHLEY OAKS DOCUMENTS
AS RECORDED WITH
THE CUYAHOGA COUNTY RECORDER
AS OF AUGUST 26, 2014**

1999-0820-0213 ASHLEY OAKS ORIGINAL DECLARATIONS

2000-0113-0710 A.O AMENDMENT 1 – FENCE AND POOL RESTRICTIONS

**2000-0225-1034 A.O AMENDMENT 2 – ESTABLISHES OAKMONT VILLAS
INCLUDES DECLARATIONS AND BY-LAWS**

2000-1025-0377 A.O AMENDMENT 3 – ESTABLISHES A.O. PHASE II

2000-1025-0375 A.O AMENDMENT 4 – ESTABLISHES OAKMONT PHASE II

2001-1083-0250 A.O AMENDMENT 5 – ESTABLISHES A.O. PHASE III

2010-0032-0494 A.O AMENDMENT 6 – ERROR IN DOCUMENT, RE-FILED

**2010-0816-0537 A.O AMENDMENT 6 – ENABLES LEGAL COST RECOVERY
MODIFIES LATE FEE ASSESSMENT
PROHIBITS SEX OFFENDERS**

MODIFICATIONS TO AMENDMENT 2 (OAKMONT VILLAS)

2003-129-1188 O.V. AMENDMENT 1 – DELETES NAMED INSURED REQUIREMENT

**2007-0620-0008 O.V. AMENDMENT 2 – PROHIBITS SEX OFFENDERS
ENABLES LEGAL COST RECOVERY
CORRECTS TRUSTEE COUNT
MODIFIES LANDSCAPE RESTRICTIONS
MODIFIES LATE FEE ASSESSMENT
CORRECTS BILLING CYCLE**

**2011-0222-0691 O.V. RESTATEMENT OF OAKMONT DOCUMENTS TO INCLUDE ALL
AMENDMENTS TO DATE**

ASHLEY OAKS BYLAWS

2010-1215-0339 A.O. BYLAWS ORIGINAL

2014-0818-0008 A.O. BY-LAWS AMENDMENT

DECLARATION
OF
COVENANTS AND RESTRICTIONS
FOR
ASHLEY OAKS SUBDIVISION
Strongsville, Ohio

CUYAHOGA COUNTY RECORDER
PATRICK J. OMALLEY
DECL 08/20/1999 11:20:29 AM
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This Declaration, made this 18th day of February, 1999, by Queenswood Developers, Inc., an Ohio corporation, hereinafter called "Developer".

W I T N E S S E T H:

WHEREAS Developer is the owner of certain property described in Article II of this Declaration consisting of approximately 23 acres and Developer desires to create thereon a residential community with approximately 190 living units therein (consisting of approximately 115 detached single family living units and approximately 75 cluster and/or condominium living units, as said number of living units and mix thereof may be adjusted from time to time as provided in Article II hereof) with permanent open spaces, easement areas and other common properties and facilities for the benefit of the said residential community; and

WHEREAS such residential community will be developed in phases over a period of years; and

WHEREAS the Developer, pursuant to the general plan of residential development and in furtherance of the desire to provide for the presentation of the values and amenities in said residential community, desires to subject the real property described in Article II, together with such additions as may hereafter be made thereto (as provided in Article II), to the covenants, restrictions, charges and liens hereinafter set forth, each and all of which is and are for the benefit of said property and each owner thereof; and

WHEREAS the Developer has deemed it desirable for the efficient preservation of the values and amenities in said residential community to create an agency to which should be delegated and assigned the power of maintaining and administering the open spaces, common properties and facilities and easement areas as set forth in Article IV hereof and administering and enforcing the covenants and restrictions set forth herein and collecting and disbursing the assessments and charges hereinafter created; and

WHEREAS Developer has therefore caused to be incorporated under the laws of the State of Ohio, as a non-profit corporation, Five Oaks Homeowners Association, for the purposes of exercising the functions aforesaid;

NOW, THEREFORE, the Developer declares that the real property described in Article II, and such additions thereto, as may hereafter be made, pursuant to Article II hereof, is and shall be held, transferred, sold, conveyed and occupied subject to the covenants, restrictions, easements, charges and liens (sometimes referred to as "covenants and restrictions") hereinafter set forth and further specifies that this Declaration shall constitute covenants to run with the land and shall be binding upon the Developer and its successors and assigns, and all subsequent owners of all or any

part of said real property, together with their grantees, successors, heirs, executors, administrators or assigns. Developer may impose a separate and additional Declaration of Covenants and Restrictions applicable only to a Unit Cluster Parcel or a Condominium Property and create a separate ancillary homeowners' association or condominium association to enforce and administer same, but in any event the within Declaration of Covenants and Restrictions shall nevertheless be binding upon such Unit Cluster Parcel and/or Condominium Property with priority and precedence over such separate ancillary Declaration.

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ARTICLE I

DEFINITIONS

SECTION 1. The following words, when used in this Declaration or any Supplemental Declaration (unless the context prohibits), shall have the following meanings:

- (a) "Association" shall mean and refer to the Five Oaks Homeowners Association.
- (b) The "Properties" shall mean and refer to the property described in Article II and any additions made thereto in accordance with Article II.
- (c) "Common Properties" shall mean and refer to those areas of land and improvements and facilities thereon, shown on any recorded subdivision plat of the Properties and intended to be devoted to the common use and enjoyment of all owners of the Properties. All Easement Areas and recreational facilities, unless specifically designated in writing upon any subdivision plat pertaining to such separate ancillary Declaration to be solely for the benefit of the members of such Unit Cluster Parcel or Condominium Property encumbered by said separate ancillary Declaration, shall be deemed to be Common Properties and all such recreational facilities shall be available for use by any owner of a Living Unit and by Developer.
- (d) "Condominium Property" shall mean and refer to any building and related common and limited common areas which are dedicated to be a condominium project pursuant to Chapter 5311 of the Ohio Revised Code.
- (e) "Condominium Unit" shall mean any Unit and its related limited common areas and its pro rata share of any common areas of a Condominium Property.
- (f) "Developer" shall mean and refer to Queenswood Developers, Inc. and its successors and assigns and an individual or entity to whom or to which Queenswood Developers, Inc. or a successor Developer conveys all or substantially all of the real estate comprising the Properties which have not been previously conveyed and one (1) or more individuals or entities to whom or to which Queenswood Developers, Inc. or a successor Developer, at any time or from time to time, assigns or conveys all or any portion of the rights and/or obligations of the Developer hereunder.
- (g) "Development Period" shall mean the development of the residential community in stages, projected to occur over a period of years ending December 31, 2004.

(h) "Living Unit" shall mean and refer to any building, or any portion of a building situated upon a Lot, or any unit of Condominium Property and/or any Unit Cluster Parcel, situated within the Properties, designed and intended for use and occupancy as a residence by a single family.

(i) "Lot" shall mean and refer to any subplot (whether or not improved with a house) shown upon any recorded subdivision plat of the Properties.

(j) "Member" shall mean and refer to all those Owners called members of the Association as provided in Article III, Section 1, hereof.

(k) "Owner" shall mean and refer to the record owner, whether one or more persons or entities, of the fee simple title to any Lot or Living Unit situated upon the Properties, but shall not mean or refer to the mortgagee thereof unless and until such mortgagee has acquired title pursuant to foreclosure, or any proceeding in lieu of foreclosure.

(l) "Residential Community" shall include and mean the 190 Living Units to be developed upon the Properties, as said number may be adjusted from time to time pursuant to Article II hereof.

(m) "Unit Cluster Parcel" shall mean and refer to those areas of land shown on any recorded subdivision plat of the Properties and intended to be devoted to the uses allowed by Section 1252.32 of the Codified Ordinances of the City of Strongsville, or any other successor ordinance regulating Unit Cluster Developments.

(n) "City" shall mean the City of Strongsville, a municipal corporation organized and existing under the laws of the State of Ohio. It is specifically acknowledged by all parties to these Covenants and Restrictions that the "City" is a third party beneficiary to these Covenants and Restrictions and has the same authority to administer and enforce these Covenants and Restrictions as they relate to the open spaces, Common Properties, storm sewers and swales, and other Easement Areas as more fully set out herein, as does the Association or Developer. The City, as a third-party beneficiary to these Covenants and Restrictions and by giving its approval to these documents, shall in no way be deemed to have waived any of its zoning, building or other requirements of ordinances or general law which requirements shall still be binding upon the Properties if they are more restrictive than the requirements set out within these Covenants and Restrictions.

ARTICLE II

PROPERTIES SUBJECT TO THE DECLARATION; ADDITIONS THERETO

SECTION 1. Existing Property.

The real property which is and shall be held, transferred, sold, conveyed and occupied subject to this Declaration is located in the City of Strongsville, Ohio, includes the Five Oaks

Subdivision and is more particularly described in Exhibit "A" annexed hereto and made a part hereof.

All of the aforesaid real property shall hereinafter be referred to as "Existing Property".

SECTION 2. Additions to Existing Property.

Additional lands may become subject to this Declaration in the following manner:

(a) Additions by the Developer With the Prior Approval of the City. The Developer, with the prior written approval of the City, shall have the right to bring within the scheme of this Declaration additional properties in future stages of the development. Nothing, however, contained herein shall bind the Developer to make any additions or to adhere to any particular plan of development.

(b) Additions by the Association with the Prior Approval of the City. The Association, with the prior written approval of the City, shall have the right to bring within the scheme of this Declaration additional properties in future stages of the development. Nothing, however, contained herein shall bind the Association to make any additions or to adhere to any particular plan of development.

(c) Any such addition shall be made by filing of record a Supplemental Declaration of Covenants and Restrictions in a form approved by the Developer or the Association, as applicable, with respect to the additional property which shall extend the scheme of the covenants and restrictions of this Declaration to such additional property. Such Supplemental Declaration may contain such complementary additions and modifications of these Covenants and Restrictions as may be necessary to reflect the different character, if any, of the added property and as are not inconsistent with the scheme of these Covenants and Restrictions. In no event, however, shall such Supplemental Declaration revoke, modify or add to the Covenants and Restrictions established by this Declaration within the Existing Property, nor shall such instrument provide for assessment of the added property at a lower rate than that applicable to the Existing Property.

(d) Such additions shall extend the jurisdiction, functions, duties and membership of the Association to such properties. In the event of such addition, the definition of Residential Community shall be amended to include any additional Living Units to be developed in such additional property.

(e) The Association may be merged or consolidated with another Association as provided in its Articles, By-Laws or Rules and Regulations. Upon such merger or consolidation, the Association's properties, rights and obligations may, by operation of law, be added to the properties, rights and obligations of the Association as a surviving corporation pursuant to a merger. The surviving or consolidated association may administer the covenants and restrictions established upon any other properties as one scheme. No such merger or consolidation, however, shall effect any revocation, change or addition to the covenants and restrictions established by this Declaration with the Existing Property except as hereinafter provided.

Developer shall have the right to assign any and all of the rights reserved to it in this Article II.

Developer, on its own behalf as the owner of all the Existing Property, and on behalf of all subsequent owners, hereby consents to and approves, and each subsequent Owner and its mortgagee by acceptance of a deed conveying such ownership interest, as the case may be, thereby consents to and approves the provisions of this Article II, including without limitation and the generality of the foregoing, and the amendment and modification of this Declaration by Developer in the manner provided in this Article II herein and Article VII herein.

SECTION 3. Changes in Development.

Developer reserves the right to add to or subtract from the projected 190 Living Units to be developed by Developer as part of the Residential Community, and/or the mix of detached single family living units and/or Cluster Units or Condominium Units within the Residential Community. In the event of any change in the number of Living Units, the definition of Residential Community shall be amended to reflect said change. In no event does Developer warrant, expressly or by implication, that any particular number of Living Units, whether 190 or any other particular number, more or less, will, in fact, be developed within the Existing Property and/or any addition thereto or that 115 or any other number, more or less, of detached single family living units will be developed or that 75 or any other particular number, more or less, of Cluster Units or Condominium Units will be developed, now or in the future in the Existing Property or any addition thereto.

Developer reserves the right to make such changes in the boundaries of Lots and/or Unit Cluster Parcels or Condominium Property shown on any subdivision plat, with the approval of the City, as Developer deems advisable, provided that no such change may be made if same would materially adversely affect the boundaries or the beneficial use and enjoyment of any Living Unit then owned by persons other than Developer without the written consent of such person.

ARTICLE III

MEMBERSHIP AND VOTING RIGHTS
IN THE ASSOCIATION

SECTION 1. Membership.

Each person or entity who is a record Owner of a fee or undivided fee simple interest in any Lot or Living Unit shall automatically be a Member of the Association, provided that any such person or entity who holds such interest merely as a security for the payment of money or performance of an obligation shall not be a Member. When more than one person holds such interest or interests, in any Lot or Living Unit, all such persons shall be Members, but for quorum, voting, consenting and all other rights of Membership, such persons shall collectively be counted as a single Member, and entitled to one vote for each such Lot or Living Unit, which vote for such Lot or Living Unit shall be exercised as they among themselves deem. Each such

Member shall be jointly and severally liable for the payment of the assessments hereinafter provided with respect to such Lot or Living Unit.

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SECTION 2. Voting Rights.

The Association (until the expiration of the Development Period, or until the occurrence of the event specified below, whichever event shall first occur) shall have two classes of voting Membership:

CLASS A: Class A Members shall be all Members (with the exception of the Developer until such time as the Developer's Class B votes are converted to Class A votes). Class A Members shall be entitled to one vote for each Lot or Living Unit owned by them.

CLASS B: The Class B Member shall be the Developer. The Class B Member shall be entitled to 2 votes for each Living Unit then owned by Developer and each Lot, Unit Cluster within a proposed Unit Cluster Parcel or Condominium Unit within a proposed Condominium Property then owned by Developer which constitutes a part of the Residential Community (as hereinbefore defined), provided that the Class B Membership shall cease and become converted to a Class A Membership on the happening of the following event:

When, or on the expiration of the Development Period, whichever event shall first occur, the total votes outstanding in the class A Membership equal the total votes outstanding in the Class B Membership as computed upon the basis set forth above.

From and after the happening of the said event, the Class B Member shall be deemed to be a Class A Member and entitled to one vote for each Lot or Living Unit owned by it.

SECTION 3. Articles and By-Laws of the Association.

The Articles of Incorporation and By-Laws of the Association may contain any provisions not in conflict with this Declaration or any Supplemental Declaration as are permitted to be set forth in such Articles and By-Laws by the non-profit corporation law of the State of Ohio as from time to time in effect.

ARTICLE IV

RESERVED EASEMENTS UPON THE PROPERTIES

SECTION 1. Spillway and Retention Pond.

Developer does hereby reserve the right to create easement(s) upon any one or more Lots, Unit Cluster Parcels and/or Condominium Properties for the installation and use of a spillway and retention pond for the benefit of the Properties as may be shown from time to time on any subdivision plat relating to any part of the Properties.

SECTION 2. Access Road.

Developer does hereby reserve the right to create easement(s) upon any one or more Lots, Unit Cluster Parcels and/or Condominium Properties for the construction and use of an access road to any such spillway and retention pond for the benefit of the Properties as may be shown from time to time on any subdivision plat relating to any part of the Properties.

SECTION 3. Landscaping Easement.

Developer does hereby reserve the right to create easement(s) upon any one or more Lots, Unit Cluster Parcels and/or Condominium Properties within the first ten (10) feet thereof which abuts a roadway appurtenant to any such Lot, Unit Cluster Parcel and/or Condominium Property to install and maintain landscaping for the benefit of the Properties as may be shown from time to time on any subdivision plat relating to any part of the Properties.

SECTION 4. Signage Easement.

Developer does hereby reserve the right to create easement(s) upon any one or more Lots, Unit Cluster Parcels and/or Condominium Properties within the first ten (10) feet thereof which abuts a roadway which is appurtenant to any such Lot, Unit Cluster Parcel and/or Condominium Property for the purpose of installing and maintaining signs for the benefit of the Properties and/or the sale of any Lot or Living Unit within the Properties by Developer, as may be shown from time to time on any subdivision plat relating to any part of the Properties.

SECTION 5. Storm and Sanitary Sewer Easement Areas.

Developer has reserved and/or created and granted or may create and grant easements for the installation and maintenance of sanitary sewers, storm sewers, drainage, and swales to the City of Strongsville, all as shown on the subdivision plat to be recorded for the Subdivision. Developer does hereby reserve the right to create further easement(s) upon any one or more Lots, Unit Cluster Parcels and/or Condominium Properties for the purpose of installing and maintaining storm and sanitary sewers, drainage and swales for the benefit of the Properties as may be shown from time to time on any subdivision plat relating to any part of the Properties. No structures (including but not limited to sidewalks and driveways), plantings or other materials shall be placed or permitted to remain within such easement areas which may damage or interfere with the installation and/or maintenance of such improvements in such easement areas or which may change, retard or increase the flow of water through the respective easement areas. The easement areas and all improvements therein shall be maintained continuously by the Association unless those easement areas are accepted by the City of Strongsville and which the City of Strongsville has formally undertaken to maintain. The City of Strongsville has the right to enter upon and cross each Lot at any place that the City deems necessary in order to install or maintain, or to perform any function or operation in accordance with such easements.

SECTION 6. Public Utility Easements.

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Developer does hereby reserve the right to create easement(s) upon any one or more Lots, Unit Cluster Parcels and/or Condominium Properties for the installation, use and maintenance of all utilities as Developer may determine, including, but not limited to, electrical, gas, T.V. cable, sewer and/or water service lines, all as may be shown from time to time on any subdivision plat relating to any part of the Properties. Developer does hereby reserve the right to create additional easement(s) across each Lot, Unit Cluster Parcel and/or Condominium Property for the purpose of installing a second electrical meter on any Living Unit, as Developer deems necessary, for the purpose of providing common electrical metering for lighting of signs and street lighting, and an easement to install and maintain and use such electrical lines across said Lot, Unit Cluster Parcel and/or Condominium Property to and from said electrical meter as may be shown from time to time on any subdivision plat relating to any part of the Properties.

SECTION 7. Members' Easements of Enjoyment.

Subject to the provisions of Section 9 of this Article IV, each Member or each Lessee of a Lot or Living Unit of a Member, shall have a right and easement of enjoyment in and to the Common Properties (for himself, his immediate household and guests), in common with all others entitled to use the same, and such easement shall be appurtenant to and shall pass with the title to each Lot or Living Unit. Common areas, facilities and improvements located entirely within a Unit Cluster Parcel and/or a Condominium Property which are designated in writing upon subdivision plat pertaining to such Unit Cluster Parcel or Condominium Property to be solely for the benefit of the Members of such Unit Cluster Parcel or Condominium Property shall be limited in use and enjoyment to the Members of said separate Unit Cluster Parcel or Condominium Property.

SECTION 8. Title to Common Property.

Developer may retain the legal title to any part or all of the Common Properties until such time as all improvements to be constructed upon said Common Properties have been completed thereon, and until such time as, in the opinion of the Developer, the Association is able to maintain the same. Notwithstanding any provisions herein, the Developer hereby covenants for itself and its successors and assigns that it shall convey all of the Common Properties to the Association no later than the expiration of the Development Period. Developer, with the prior written approval of the City, retains the right to change and adjust the boundaries, location and size of any Common Properties so long as Developer is the owner of said Common Properties or until the expiration of the Development Period, whichever last occurs.

SECTION 9. Extent of Membership Easements.

The rights and easements of enjoyment created hereby shall be subject to the following:

(a) The right of the Developer and of the Association in accordance with its Articles and By-Laws to borrow money for the purposes of improving the Common Properties and in aid thereof to mortgage said Common Properties. In the event of a default upon any such mortgage,

the lender's rights thereunder shall be limited to a right, after taking possession of such Common Properties, to charge admission and other fees as a condition to continued enjoyment by the Members, and, if necessary, to open the enjoyment of such common Properties to a wider public until the mortgage debt is satisfied, whereupon the possession of such Common Properties shall be returned to the Association and all rights of the Members thereof shall be fully restored; and

(b) The right of the Association to take such steps as are reasonably necessary to protect the Common Properties against foreclosure; and

(c) The right of the Association in accordance with its Articles and By-Laws to suspend the enjoyment of the rights described above in Section 7, for any period during which the Member's assessment remains unpaid and for any infraction of its rules and regulations; and

(d) The right of the Association to charge reasonable admission and other fees for the use of the Common Properties; and

(e) The right of the Association to issue annual permits to non-members for the use of all or a part of the Common Properties when and upon such terms as may be determined at a meeting of the Members by the affirmative vote of Members entitled to exercise two-thirds (2/3) of the voting power of the Association; and

(f) The right of the Association to dedicate or transfer all or any part of the Common Properties to any municipality or any public agency, authority or utility for such purposes and subject to such conditions as may be determined at a meeting of the Members by the affirmative vote of Members entitled to exercise two-thirds (2/3) of the voting power of the Association, provided that written notice shall be given to every Member at least thirty (30) days in advance of the date of such meeting stating that such a dedication or transfer will be considered at such meeting.

SECTION 10. Common Property Maintenance Obligations.

Developer, on behalf of the Association, shall maintain all common Properties until such time as all improvements to be located upon said Common Properties are installed, completed, paid for in full, and turned over or conveyed to the Homeowners' Association. Maintenance shall include, but not be limited to, painting, repairing, replacing, and caring for all appurtenances, exterior and interior building surfaces, trees, shrubs, grass areas, driveways, walls, concrete, and other improvements in and/or on the Common Properties. Developer shall be entitled to reimbursement for such maintenance costs from the assessments arising pursuant to Article V hereof. All costs of initial construction or completion of any such improvements upon any Common Properties by the Developer shall be payable solely by Developer.

SECTION 11. Association's Maintenance Obligations.

The Association shall assume the same duty to maintain all Common Properties as does the Developer, as set out in this Article, after title has been conveyed to the Association.

SECTION 12. City as Third-Party Beneficiary.

The City, as a Third-Party Beneficiary, may — although no obligation or duty to do so — compel compliance with Sections 10 and 11 of this Article as the City deems necessary by court action or any other legal means.

ARTICLE VCOVENANT FOR MAINTENANCE ASSESSMENTSSECTION 1. Creation of the Lien and Personal Obligation of Assessments.

The Developer, for each Lot with a house thereon or a Living Unit within the Properties owned by Developer and leased to or rented to another person, hereby covenants and each other Owner of any Lot or Living Unit by acceptance of a deed therefor, whether or not it shall be so expressed in any such deed or other conveyance, shall be deemed to covenant and agree to pay to the Association:

(a) An annual assessment for the continued operation, maintenance and repair of the Common Properties and for the Association's performance of its other functions and responsibilities; and

(b) An annual assessment for the continued operation, maintenance and repair of all Easement Areas, and for continued operation, maintenance and repair of the sanitary/storm sewer facilities servicing the Properties until such time, if any, as the City of Strongsville assumes the obligation of maintenance and repair of said sanitary/storm sewer facilities and for sidewalks located on the Properties, and for the Association's performance of its other functions and responsibilities; and

(c) Special assessments for improvements or other capital expenditures, for emergency, operating, maintenance or repair costs, and for other costs and expenses not anticipated in determining the applicable annual assessment. Each assessment shall be in the same amount for each such Lot or Living Unit. Each such Lot with a house thereon or a Living Unit owned by the Developer and leased or rented to another person, and each such Lot or Living Unit owned by any other Owner, shall be subject to a lien in favor of the Association securing any and all unpaid annual and special assessments, as hereinafter provided. All annual and special assessments, together with interest thereon as hereinafter provided, shall be a charge upon such Lot or Living Unit and if not paid within thirty (30) days after their due date, the Association shall have a lien upon the Lot or Living Unit for which such assessment has not been paid. Each such assessment, together with such interest thereon and cost of collection thereof as hereinafter provided, shall also be the personal obligation of the person who was the Owner of such property at the time when the assessment fell due.

SECTION 2. Annual Assessments.

The Annual assessment shall be levied annually by the Association prior to the date of the annual meeting of the Members, in such amounts as in its discretion shall be reasonably necessary to meet expenses anticipated during the ensuing year and to accumulate reasonable reserves for anticipated future operating or capital expenditures. At the annual meeting of the Members, the amount of the annual assessment as levied by the Trustees may be increased or decreased by the affirmative vote of Members entitled to exercise a majority of the voting power of the Association. In no event, however, shall the annual assessment for years beginning prior to January 1, 2000, exceed One Hundred Fifty Dollars (\$150.00) per Lot or Living Unit. Provided, however, that during such period of time as said maximum level of assessment is in effect, Developer shall have no obligation to pay any assessment upon any Lot or Living Unit owned by Developer unless said Living Unit is leased or rented to another person. Any builder who purchases a Lot from Developer shall have no liability to pay any general or special assessment for a period of one (1) year from the transfer of title to such Lot to such builder.

SECTION 3. Special Assessments.

Special assessments may be levied by the Association from time to time at a meeting of the Members by the affirmative vote of Members entitled to exercise a majority of the voting power of the Association and, if there be more than one class of membership, then by the affirmative vote of Members entitled to exercise a majority of the voting power of each class of membership, provided that written notice shall be given to each Member at least thirty (30) days in advance of the date of such meeting stating that a special assessment will be considered at and discussed at such meeting. Special assessments may, if so stated in the Resolution authorizing such assessment, be payable in installments over a period of years.

SECTION 4. Due Dates of Assessments; Defaults.

The due date of the annual assessments shall be January 1 in each year. The due date of any special assessment or installment thereof shall be fixed in the Resolution of the Members authorizing such assessment, and written notice of such special assessment or installment thereof shall be given to each Owner subject thereto at least sixty (60) days in advance of such due date.

If any annual or special assessment, or installment of a special assessment, is not paid within ten (10) days after the due date, such delinquent assessment or installment shall bear interest from the due date at the prime rate then being charged by Society Bank plus three percent (3%) per annum, and the Association may after such thirty (30) day period bring an action at law against the Owner responsible for the payment of such assessment, and (additionally or alternatively) may foreclose the lien against the property, and in the event a judgment is obtained, such judgment shall include interest on the assessment or installment amount as above provided, together with the costs of the action and reasonable attorneys' fees.

The Association may file in the office of the County Recorder a Notice of Lien to evidence any delinquent assessment or installment, but the Association shall not be under any duty to file such Notice of Lien and its failure or omission to do so shall not in any way impair or affect the Association's lien and other rights in and against the property and against the Owner of such property.

SECTION 5. Statement of Unpaid Assessments of Charges.

Any prospective grantee or mortgagee of a fee or undivided fee interest in a Lot or Living Unit may rely upon a written statement from the President, Vice-President or Treasurer of the Association setting forth the amount of unpaid assessments or charges with respect to such fee or undivided fee interest. In the case of a sale of any such interest, no grantee shall be liable for, nor shall the interest purchased be subject to a lien for, any unpaid assessments which became due prior to the date of such statement and which are not set forth in such statement; nor shall the membership privileges of such grantee (or his household or guests) be suspended by reason of any such unpaid assessment. In the case of the creation of any mortgage, any lien of the Association for unpaid assessments which became due prior to the date of such statement and which are not set forth in such statement shall be subordinate to such mortgage.

SECTION 6. Exempt Property.

The following property shall be exempted from the assessments and lien created herein:

- (a) All properties to the extent of any easement or other interest therein dedicated and accepted by the local public authority and devoted to public use;
- (b) The Common Properties as defined in Article I, Section 1 hereof;
- (c) All properties exempted from taxation by the laws of the State of Ohio.

Notwithstanding any provisions herein, except as otherwise specifically provided in this Article V, no Lot or Living Unit devoted to residential use shall be exempt from said assessments or liens.

SECTION 7. Association's Duty of Maintenance and Repair.

The Association shall have the duty to maintain and repair and to comply with all applicable governmental laws, ordinances and regulations pertaining to any Easement Area, including, but not limited to, the sanitary/storm sewer facilities servicing the Properties if the City of Strongsville does not assume the obligation of maintenance and repair of said sanitary/storm sewer facilities and for the Association's performance of its other functions and responsibilities.

SECTION 8. Rights of City.

After the transfer of title to the Common Properties to the Association, the City shall have the right, but not the obligation, to impose any special assessments for improvements made by the

City which would otherwise be a lien on the Common Properties, on the Living Units within the Properties or the real property on which said Living Units are located, on an equitable basis to be determined by the City.

ARTICLE VI

PROTECTIVE COVENANTS

SECTION 1. Land Use.

No industry, business, trade, occupation or profession of any kind whether for commercial, religious, educational, charitable, or other purposes shall be conducted, maintained or permitted on any Lot or in any Living Unit except such as may be permitted by the Association, and except that:

(a) The Developer may perform or cause to be performed such work and conduct such activities as are incident to the completion of the development and construction of the Properties, and to the sale or lease of Lots or Living Units, including but not limited to the maintaining of model houses, and sales offices by the Developer; nothing herein contained shall restrict the right of the Developer to delegate or assign its rights hereunder to an authorized builder, building company or other person, firm or entity; and

(b) An Owner, the Association, or its agent or representative may perform or cause to be performed any maintenance, repair or remodeling work with respect to any Lot or Living Unit; and

(c) Any business, trade, occupation or profession (the conduct of which does not violate any ordinance of the City), provided, however, that the business, trade, occupation or profession does not involve visits by business invitees to the Lot or Living Unit and does not involve any activities outside of the Living Unit and does not involve any activities (except for deliveries by the United States Postal Service or United Parcel Service or Federal Express or similar delivery services) or any thing visible outside of the Living Unit and does not involve any sounds, vibrations or odors noticeable outside of the Living Unit.

SECTION 2. Architectural Control.

(a) No building, fence, wall or other structure, including, without limitation, any structure used for the receipt or transmission of radio or television signals except a television antennae of the type customarily used in residential areas in the immediate vicinity, shall be commenced, erected or maintained upon any Lot or Living Unit except by the Developer, or its authorized builder or building company, nor shall any exterior addition to or change or alteration therein be made until the plans and specifications showing the nature, kind, shape, heights, materials and location of the same (the "Plans") have been submitted to and approved in writing as to harmony or external design and location in relation to surrounding structures and topography by the Board of Trustees of the Association, or by an architectural committee composed of three or more representatives appointed by the Board. Notwithstanding anything to the contrary herein,

no Lot shall be architecturally approved with a detached single family house if such detached single family house to be constructed thereon has less than 2,000 square feet of living area for a one-story home and 2,100 square feet for a home in excess of one story and in any event, all one-story detached single family homes must have a minimum of 6/12 roof pitch. Said Plans must be submitted, together with the completed Architectural Review Committee Approval Application, as to exterior color, materials used, front door selection, roof color and garage door design, etc. In the event said Board or its designated committee fails to approve or disapprove such design and location within thirty (30) days after said Plans have been submitted to it, the request shall be deemed to have been denied and the Plans disapproved. No such limitations contained herein shall be applicable to Unit Cluster Parcels or Condominium Properties.

(b) Not in limitation of the foregoing, the Architectural Review Committee may, but is not obligated to, approve fences (at such locations and with such dimensions and designs and constructed of such materials as it deems appropriate) on Lots, on Common Properties or on Unit Cluster Parcels which are adjacent to real estate which is not subject to these covenants and restrictions and at such other locations with respect to which the Board may, from time to time, authorize the Architectural Review Committee to approve fences as provided above.

(c) Notwithstanding any provision of these covenants and restrictions to the contrary, an Owner may install on the Owner's Lot or Living Unit one (1) direct television dish or other reception appliance; provided, however, that the dish or reception appliance does not exceed eighteen inches (18") as measured in a straight line from any point on the dish or other reception appliance to any other point thereon.

SECTION 3. Nuisances.

No noxious or offensive activity shall be carried on or upon any Lot or Living Unit nor shall anything be done thereon or therein, either willfully or negligently which may be or become an annoyance or nuisance to any other Lot or Living Unit.

SECTION 4. Temporary Structures.

No temporary buildings or structures (including, without limitation, tents, shacks, and storage sheds) shall be erected or placed upon any Lot or Living Unit without the prior approval of the Board of Trustees of the Association. No such temporary building or structure nor any trailer, basement, tent, shack, garage, barn or other building shall be used on any Lot or Living Unit at any time as a residence either temporarily or permanently. Nothing herein contained shall prohibit the erection and maintenance of temporary structures as approved by the Developer incident to the development and construction of the Properties.

SECTION 5. Garage and Parking Facilities.

Every detached single-family residence shall include or have provided for it, on the Lot or Living Unit on which it is located, a garage sufficient to store at least one full-size automobile, and an accessory paved driveway; and no such garage shall be converted by alteration or use so as to diminish its area below that required for such purpose unless in conjunction with such

conversion a garage with equivalent space is provided and approved under the provisions of Section 2 of this Article VI.

CUYAHOGA COUNTY RECORDER

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SECTION 6. Storage and Parking of Vehicles.

No commercial vehicle, truck, tractor, mobile home or trailer (either with or without wheels) or any other transportation device of any kind except as hereinafter provided for shall be stored or kept within the Properties. Private automobiles may be stored in a garage or parked in a private driveway provided such garage or driveway conforms to the requirements of Section 5 when incident to the residential use of the Lot or Living Unit upon which such garage or driveway is situated. Boats and travel trailers when incident to the residential use of any Owner may be stored in a garage upon the Lot or Living Unit associated with such dwelling provided such garage conforms to the requirements of Section 5 of this Article VI.

SECTION 7. Signs.

No signs of any kind shall be displayed to the public view by the Owner on any Lot or Living Unit except one sign of not more than five (5) square feet advertising the property for sale or rent, or signs used by the Developer or authorized by Developer to advertise the Property during the construction and sales periods for such Lot.

SECTION 8. Oil and Mining Operations.

No oil drilling, oil development operations, oil refining, quarrying or mining operations of any kind shall be permitted upon or in any Lot or Living Unit nor shall oil wells, tanks, tunnels, mineral excavations or shafts be permitted upon or in any Lot or Living Unit. No derrick or other structures designed for use in boring for oil or natural gas shall be erected, maintained or permitted upon any Lot or Living Unit.

SECTION 9. Livestock and Poultry.

No animals or birds of any kind shall be raised, bred or kept on any Lot or Living Unit except that dogs, cats and other household pets may be kept provided that they are not kept, bred or maintained for any commercial purposes nor permitted to cause or create a nuisance or disturbance.

SECTION 10. Garbage and Refuse Disposal.

No Owner or Occupant of any Lot or Living Unit shall deposit or leave garbage, waste, putrid substances, junk or other waste materials on any Lot, Living Unit or on any other part of the Properties or on any public street or other public property or in any lake, pond or water course nor permit any other person to deposit any of such materials on any property owned by, or in the possession of, such Owner or Occupant. An Owner or Occupant of any Lot or Living Unit may keep such garbage and refuse as shall necessarily accumulate from the last garbage and rubbish collection provided any such garbage is kept in sanitary containers which shall be subject to

regulation by the Association, which containers and refuse, except on the day scheduled for garbage and rubbish collection, shall be kept from public view.

As used in this Section 10, "waste material" shall mean any material which has been discarded or abandoned or any material no longer in use; and without limiting the generality of the foregoing, shall include junk, waste boxes, cartons, plastic or wood scraps or shavings, waste paper and paper products and other combustible materials or substances no longer in use, or if unused, those discarded or abandoned; metal or ceramic scraps or pieces of all types, glass or other non-combustible materials or substances no longer in use, or if unused, those discarded or abandoned; and machinery, appliances or equipment or parts thereof no longer in use, or if unused, those discarded or abandoned.

As used in this Section 10, "junk" shall mean abandoned, inoperable, partially dismantled or wrecked vehicles of any kind, whether motor vehicle, automobile, motorcycle, emergency vehicle, school bus, bicycle, commercial tractor, agricultural tractor, house trailer, truck, bus, trailer, semitrailer, pole trailer, railroad train, railroad car, street car or trackless trolley, aircraft, lighter-than-air-craft, watercraft or any other form of device for the transportation of persons or property; and without limiting the generality of the foregoing, with respect to any automobile or other transportation device of any kind the operation of which requires issuance of a license by the United States Government or any agency thereof or by the State of Ohio or any agency or political subdivision thereof, any such automobile or other transportation device shall be deemed to be junk unless a current valid license has been issued for the operation of such automobile or other transportation device and (if required by law) is displayed upon such automobile or other transportation device.

SECTION 11. Mowing.

The Owner of each Lot shall mow or cause to be mowed all grass or other vegetation thereon, except decorative landscaping, ground cover and garden plants, to a height not exceeding four inches.

SECTION 12. Sight Distance at Intersections.

No fence, wall, hedge or shrub planting which obstructs sight lines at elevations between two (2) and six (6) feet above the roadways shall be placed or permitted to remain on any corner Lot or Living Unit within the triangular area formed by the street property lines and a line connecting them at points fifteen (15) feet from the intersection of the street lines, or in the case of a rounded property corner from the intersection of the street property lines extended. The same sight-line limitation shall apply on any Lot or Living Unit within ten (10) feet from the intersection of a street property line with the edge of a driveway or alley pavement. No tree shall be permitted to remain within such distances of such intersection unless the foliage line is maintained at sufficient height to prevent obstruction of such sight lines.

SECTION 13. Land Near Parks and Water Courses.

No building shall be placed nor shall any material or refuse be placed or stored on any Lot or Living Unit within twenty (20) feet of the property line or any park or edge of any open water course, except that clean fill may be placed nearer provided that the natural water course is not altered or blocked by such fill.

SECTION 14. Exterior Maintenance.

The Owner of each Lot or Living Unit shall provide reasonable exterior maintenance upon each such Lot or Living Unit as follows: paint, repair, replace and care for roofs, gutters, downspouts, exterior building surfaces, trees, shrubs, grass, drains, catch basins, sewers, traps, driveways, walks and all other exterior improvements.

SECTION 15. Easements.

Easements for installation and maintenance of utilities and drainage facilities are reserved in favor of the Developer until the expiration of the Development Period, and thereafter in favor of the Association, over the rear ten (10) feet of each Lot and where required on each Unit Cluster Parcel or Condominium Property within the Properties. Within these easements, no structure, planting or other material shall be placed or permitted to remain which may damage or interfere with the installation and maintenance of utilities, or which may change the direction or flow of drainage channels or which may obstruct or retard the flow of water through Drainage channels. The Easement Area of each Lot and Unit Cluster Parcel and all improvements therein shall be maintained continuously by the Owner thereof except for those improvements therein for which a public authority or public utility is responsible. The Developer, until the expiration of the Development Period, and thereafter, the Association shall be empowered to assign such easements to the municipality or to the appropriate public authorities or public utilities. Such easements shall entitle the holder thereof to enter upon and across each Lot or Unit Cluster Parcel or Condominium Property at any place as required in order to make any such installation or maintenance within the easement.

SECTION 16. Correction by Association of Breach of Covenant.

If the Board of Trustees of the Association, after giving reasonable notice to the Owner of the Lot or Living Unit, Unit Cluster Parcel or Condominium Property involved and reasonable opportunity for such owner to be heard, determines by the affirmative vote of three-fourths (3/4) of the authorized number of Trustees that a breach of any protective covenant has occurred and that it is necessary in order to prevent material deterioration of neighborhood property values that the Association correct such breach, then after giving such Owner notice of such determination by certified mail, the Association, through its duly authorized agents or employees, shall enter upon the Lot or Living Unit, Unit Cluster Parcel or Condominium Property involved and correct such breach of covenant by reasonable means. The cost of such correction of a breach of covenant shall be assessed against the Lot or Living Unit, Unit Cluster Parcel or Condominium Property upon which such corrective work is done, and shall become a lien upon such Lot or Living Unit,

Unit Cluster Parcel or Condominium Property and the obligation of the Owner thereof, and immediately due and payable, in all respects as provided in Article V hereof.

Any Owner of a Lot or Living Unit, Unit Cluster Parcel or Condominium Property affected by such a determination of the Trustees to correct a breach of covenant pursuant to this Section 16 may, within ten (10) days after the date of the mailing of the certified mail notice of such determination, appeal such determination to the membership by sending a Notice of Appeal to the President or Secretary of the Association by registered or certified mail at the address of such officer as it appears on the records of the Association at the time of such mailing. No action shall be taken or authorized by the Association pursuant to any such determination until after ten (10) days have elapsed from the date the certified mail notice to the Owner involved was mailed, and, if Notice of Appeal has not been received by the President or Secretary (or other officer in the absence of the President or Secretary) within such ten (10) day period, then the Association may take or authorize the taking of action pursuant to such determination; but if within such period such Notice of Appeal has been received, or if after such period but before the taking of such action a Notice of Appeal is received which has been mailed within such ten (10) day period, then no action shall be taken pursuant to such determination until such determination has been confirmed at a meeting of the Members by the affirmative vote of Members entitled to exercise a majority of the voting power of the Association, and if there be more than one class of membership, then by the affirmative vote of Members entitled to exercise a majority of the voting power of each class of membership, provided that written notice shall be given to all members at least thirty (30) days in advance of the date of such meeting, stating that such determination and Notice of Appeal will be considered at such meeting.

SECTION 17. Additional Remedies for Breach of Covenant and Restrictions.

In addition, for each day of any violation of any of the covenants hereinafter the expiration of ten (10) days written notice to the Owner of such alleged violation, there shall be due and payable by the Owner a fine of Fifty Dollars (\$50.00) and such fine shall be subject to collection and secured in the same manner as assessments not paid by the Owner under Article V hereof.

ARTICLE VII

DURATION, WAIVER AND MODIFICATION

SECTION 1. Duration and Provision for Periodic Modification.

The covenants and restrictions of this Declaration and any Supplemental Declaration shall run with the land and shall inure to the benefit of and be enforceable by and against the Association, the Developer and any other Owner and their respective legal representatives, heirs, devisees, successors and assigns until December 31, 2042, after which time, said covenants and restrictions shall be automatically renewed for successive periods of five (5) years each unless modified or canceled, effective on the last day of the then current term or renewal term, at a meeting of the Members by the affirmative vote of Members entitled to exercise three-fourths (3/4) of the voting power of the Association, provided that such meeting shall be held at least one (1) year in advance of such effective date, and written notice of such meeting shall be given to each

Member at least sixty (60) days in advance of the date of such meeting, stating that such modification or cancellation will be considered at such meeting. Promptly following the meeting at which such modification or cancellation is enacted, the President and Secretary of the Association will execute and record an instrument reciting such modification or cancellation.

SECTION 2. Modification by Developer.

Until the expiration of the Development Period, or when the total votes outstanding in the Class A Membership of the Association equal the total votes outstanding in the Class B Membership as provided in Article III, Section 2 hereof, whichever event first occurs, the Developer shall be entitled to modify any of the provisions of these covenants and restrictions or to waive any such provisions either generally or with respect to particular properties if in the judgment of the Developer, the development or lack of development of the Properties requires such modification or waiver or if in the judgment of the Developer, the purposes of the general plan of development will be better served by such modification or waiver, provided that the Developer may not, pursuant to this Section 2, increase the maximum annual assessment provided by Section 2 of Article V for years beginning prior to January 1, 2000. Promptly following any modifications of the covenants and restrictions of this Declaration adopted by the Developer, pursuant to this Section 2, the Developer shall execute and record an instrument reciting such modification. The Developer shall have the right to assign its rights hereunder.

SECTION 3. Other Modifications.

(a) The covenants and restrictions of this Declaration may be modified effective on the ninetieth (90th) day following a meeting of the Members held for such purposes by the affirmative vote of Members entitled to exercise seventy-five percent (75%) of the voting power of the Association provided that written notice shall be given to every Member at least sixty (60) days in advance of the date of such meeting stating that such modification will be considered at such meeting. Promptly following the meeting at which such modification or cancellation is enacted, the President and Secretary of the Association shall execute and record an instrument reciting such modification or cancellation.

(b) At any time and from time to time, Developer or any of one (1) or more successor Developers may assign all or any portion of the rights and/or obligations of Developer hereunder. Any such assignment shall be effective upon the filing for record of an instrument executed by the Developer making the assignment specifying the successor Developer and rights and/or obligations assigned.

SECTION 4. Duration of Common Properties Obligations.

Notwithstanding anything in these covenants and Restrictions to the contrary, the duties and obligations of either the Developer or Association, as they relate to the Common Properties and the authority to enforce these duties and obligations shall be of unlimited duration, shall be non-modifiable and shall be non-waiverable without the prior written consent of the City.

ARTICLE VIII

GENERAL PROVISIONS

CUYAHOGA COUNTY RECORDER

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SECTION 1. Notices.

Any notice required to be sent to any Member or Owner under the provisions of this Declaration shall be deemed to have been properly sent when mailed, post paid, to the last-known address of the person who appears as Member or Owner on the records of the Association at the time of such mailing.

SECTION 2. Enforcement.

Enforcement of the covenants and restrictions of this Declaration or any supplemental declaration shall be by any proceeding at law or in equity against any person or persons violating or attempting to violate any covenant or restriction, either to restrain violation or to recover damages, or both, and against the land to enforce any lien created by the restrictions and covenants of this Declaration, and failure by the Association or any Owner to enforce any covenant or restriction herein contained shall in no event be deemed a waiver of the right to do so thereafter.

SECTION 3. Service Provided by Association.

The Association, in addition to its performance of the functions and responsibilities hereinabove provided for it, may, but shall not be required to, provide other services determined by the Trustees to be of general benefit or utility to the Owners of the Properties, including, without limitation, the services of refuse collection and disposal in lieu of or supplementary to municipal refuse collection and disposal, and the expense of any such service or services shall be met by the levy of assessments pursuant to Article V.

SECTION 4. Perpetuities and Restraints on Alienation.

If any of the options, privileges, covenants or rights created by this Declaration shall be unlawful or void for violation of (a) the rule against perpetuities or some analogous statutory provision, (b) the rule restricting restraints on alienation, or (c) 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 survivor of the now living descendants of Richard A. Puzzitiello, Jr.

IN WITNESS WHEREOF, Queenswood Developers, Inc., an Ohio corporation, has, by its authorized officer, executed this Declaration this 18th day of February, 1999.

SIGNED IN THE PRESENCE OF:

QUEENSWOOD DEVELOPERS, INC.

Ann M. Barlow
Kimberly J. Cashman-Helke

By [Signature]
Richard A. Puzzitiello, Jr., President

STATE OF OHIO :
 : SS:
COUNTY OF CUYAHOGA :

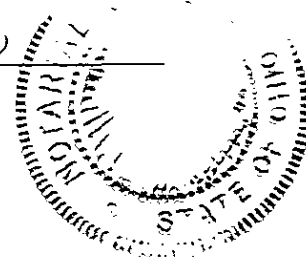
CUYAHOGA COUNTY RECORDER
199908200213 PAGE 21 of 28

BEFORE ME, a Notary Public in and for said County and State, personally appeared the above-named QUEENSWOOD DEVELOPERS, INC., by and through RICHARD A. PUZZITIELLO, JR. , its duly authorized President, who acknowledged that he did sign the foregoing instrument and that the same is his free act and deed individually and as such officer and the free act and deed of said Corporation.

IN TESTIMONY WHEREOF, I have hereunto set my hand and official seal at Strongsville, Ohio, this 18th day of February, 1999.

Ann M. Barlow
Notary Public

ANN M. BARLOW
NOTARY PUBLIC, STATE OF OHIO
Recorded in Cuyahoga County
My Comm. Expires Jan. 31, 2000



This Instrument Prepared By:
Attorney Robert P. Ellis, Jr.
WICKENS, HERZER & PANZA
A Legal Professional Association
1144 West Erie Avenue
P.O. Box 840
Lorain, Ohio 44052-0840

Approved as to legal form only

by the Law Department of the

City of Strongsville

by, Samuel J. Kolich,

Assistant Director of Law.

Dated 3-25-99

HOFMANN-METZKER, INC.

REGISTERED PROFESSIONAL SURVEYORS

24 Beech Street • P.O. Box 343

Berea, Ohio 44017 (216) 234-7350

UPOUR AREA CODE HAS BEEN CHANGED TO (440)

George A. Hofmann, P.S., President

Richard D. Metzker, P.S., Vice President

EXHIBIT "A"

CUYAHOGA COUNTY RECORDER

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BENDER

DESCRIPTION
ASHLEY OAKS PHASE I

MARCH 1, 1999
REVISED APRIL 6, 1999

Situated in the City of Strongsville, County of Cuyahoga, State of Ohio and known as being part of Parcel "B" and "D" in a Lot Split for Whitlatch & Company recorded in Volume 295, Pages 31 and 32 and other lands in Original Strongsville Township Lot Nos. 84 and 85, and further bounded and described as follows:

Beginning at an Iron Monument at the Southeasterly corner of said Lot No. 85, said monument being at the intersection of the centerline of Lunn Road (60 feet wide) with the centerline of Prospect Road (60 feet wide);

Thence North 00 degrees 28 minutes 05 seconds East along said centerline of Prospect Road, a distance of 461.34 feet to a point;

Thence North 88 degrees 58 minutes 12 seconds West, a distance of 30.00 feet to a point in the Westerly line of Prospect Road, said point being the principal place of beginning;

Thence continuing North 88 degrees 58 minutes 12 seconds West, a distance of 10.00 feet to a point;

Thence North 00 degrees 28 minutes 05 seconds East and parallel with said Westerly line, a distance of 71.65 feet to a point of curvature;

Thence Northwesterly along the arc of a circle deflecting to the left, a distance of 43.90 feet to a point of tangency in the Southerly line of a proposed 50 foot wide street, said arc having a radius of 25.00 feet and a chord which bears North 49 degrees 50 minutes 16 seconds West, a distance of 38.47 feet;

Thence Southeasterly along the arc of a circle deflecting to the left, a distance of 17.18 feet to a point of reverse curvature, said arc having a radius of 70.00 feet and a chord which bears South 72 degrees 49 minutes 35 seconds West, a distance of 17.13 feet;

Thence Southwesterly along the arc of a circle deflecting to the right, a distance of 57.25 feet to a point of tangency, said arc having a radius of 130.00 feet and a chord which bears South 78 degrees 24 minutes 47 seconds West, a distance of 56.79 feet;

Thence North 88 degrees 58 minutes 12 seconds West, a distance of 84.78 feet to a point of curvature;

Thence Southwesterly along the arc of a circle deflecting to the left, a distance of 55.70 feet to a point of compound curvature, said arc having a radius of 571.43 feet and a chord which bears South 88 degrees 14 minutes 14 seconds West, a distance of 55.68 feet;

Thence Southwesterly along the arc of a circle deflecting to the left, a distance of 18.24 feet to a point the Westerly line of Parcel "B" in said Lot Split, said arc having a radius of 270.00 feet and a chord which bears South 83 degrees 30 minutes 40 seconds West, a distance of 18.24 feet;

Thence South 00 degrees 28 minutes 05 seconds West along said Westerly line, a distance of 304.32 feet to a point;

Thence North 88 degrees 56 minutes 48 seconds West, a distance of 250.07 feet to a point;

Thence North 00 degrees 28 minutes 05 seconds East, a distance of 35.10 feet to a point;

Thence Southwesterly along the arc of a circle deflecting to the right, a distance of 97.20 feet to a point, said arc having a radius of 205.00 feet and a chord which bears South 48 degrees 41 minutes 05 seconds West, a distance of 96.29 feet;

Thence South 01 degrees 01 minutes 48 seconds West, a distance of 166.29 feet to a point;

Thence North 88 degrees 58 minutes 12 seconds West, a distance of 340.01 feet to a point;

Thence South 01 degrees 01 minutes 48 seconds West, a distance of 158.53 feet to a point;

Thence North 88 degrees 58 minutes 12 seconds West, a distance of 201.00 feet to a point;

Thence North 01 degrees 01 minutes 48 seconds East, a distance of 36.58 feet to a point;

Thence North 88 degrees 58 minutes 12 seconds West, a distance of 198.88 feet to a point;

Thence North 25 degrees 46 minutes 32 seconds West, a distance of 45.65 feet to a point;

Thence North 69 degrees 26 minutes 05 seconds West, a distance of 64.43 feet to a point;

Thence North 06 degrees 34 minutes 34 seconds East, a distance of 69.38 feet to a point;

Thence North 86 degrees 19 minutes 42 seconds West, a distance of 197.81 feet to a point;

Thence Northeasterly along the arc of a circle deflecting to the right, a distance of 13.76 feet to a point, said arc having a radius of 580.00 feet and a chord which bears North 04 degrees 21 minutes 06 seconds East, a distance of 13.76 feet;

Thence North 84 degrees 58 minutes 07 seconds West, a distance of 141.00 feet to a point;

Thence Southwesterly along the arc of a circle deflecting to the left, a distance of 65.02 feet to a point, said arc having a radius of 721.00 feet and a chord which bears South 02 degrees 26 minutes 52 seconds West, a distance of 65.00 feet;

PAGE 3 - DESCRIPTION
BENDER - ASHLEY OAKS PHASE I
MARCH 1, 1999

CUYAHOGA COUNTY RECORDER
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Thence South 89 degrees 51 minutes 52 seconds West, a distance of 272.38 feet to a point in the Southeasterly right-of-way of the B & O Railroad (66 feet wide);

Thence North 23 degrees 05 minutes 18 seconds East along said Southeasterly line, a distance of 768.70 feet to a point;

Thence South 88 degrees 58 minutes 12 seconds East, a distance of 1,453.99 feet to the Northwesterly corner of Parcel "D" in said Lot Split;

Thence South 00 degrees 28 minutes 05 seconds West along the Westerly line of said Parcel "D" and its prolongation Southerly, a distance of 128.65 feet to a point in the Northerly line of said proposed 50 foot wide street;

Thence South 88 degrees 58 minutes 12 seconds East, a distance of 159.02 feet to a point of curvature;

Thence Northeasterly along the arc of a circle deflecting to the left, a distance of 35.23 feet to a point of reverse curvature, said arc having a radius of 80.00 feet and a chord which bears North 78 degrees 24 minutes 47 seconds East, a distance of 34.95 feet;

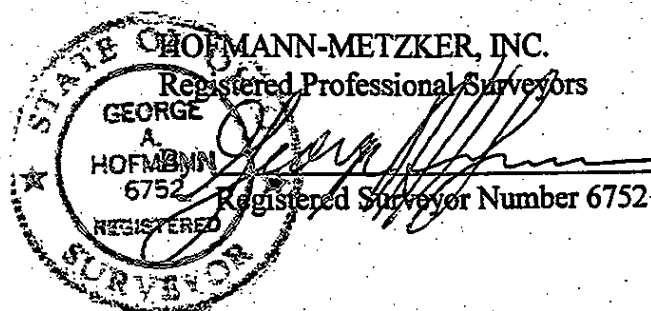
Thence Northeasterly along the arc of a circle deflecting to the right, a distance of 44.81 feet to a point of tangency, said arc having a radius of 120.00 feet and a chord which bears North 76 degrees 29 minutes 39 seconds East, a distance of 44.55 feet;

Thence Northeasterly along the arc of a circle deflecting to the left, a distance of 37.84 feet to a point, said arc having a radius of 25.00 feet and a chord which bears North 43 degrees 49 minutes 48 seconds East, a distance of 34.33 feet;

Thence South 89 degrees 31 minutes 55 seconds East, a distance of 10.00 feet to a point in the Westerly line Prospect Road (60 feet wide);

Thence South 00 degrees 28 minutes 05 seconds West along said Westerly line, a distance of 100.53 feet to the principal place of beginning and containing 1,104,945.012 square feet - 25.37 acres of land according to a survey performed by George A. Hofmann, P.S. No. 6752.

Distances are given in feet and decimal parts thereof. The courses used in this description are given to an assumed meridian and are used to indicate angles only.



CITY OF STRONGSVILLE, OHIO

ORDINANCE NO. 1998 - 19

CUYAHOGA COUNTY RECORDER
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By: Mayor Ehrnfelt

**AN ORDINANCE TO VACATE A PORTION OF HUNT ROAD
IN THE CITY OF STRONGSVILLE, AND DECLARING AN
EMERGENCY.**

WHEREAS, a Petition signed by the owners of property abutting upon a portion of Hunt Road, as described in Exhibit "A", attached hereto and incorporated herein by reference, has been presented to this Council, petitioning the Council to vacate said portion of Hunt Road; and consenting thereto;

NOW, THEREFORE, BE IT ORDAINED BY THE COUNCIL OF THE CITY OF STRONGSVILLE, COUNTY OF CUYAHOGA AND STATE OF OHIO:

Section 1. That this Council finds and determines that there is good cause for the vacation of a portion of Hunt Road, as described in Exhibit "A", and that such vacation will not be detrimental to the general interest, and that it should be made.

Section 2. That said portion of Hunt Road as described in Exhibit "A" is hereby vacated, subject, however, to the reservation to the City of Strongsville and other public utility companies of a permanent easement in such vacated street for the purpose of maintaining, operating, renewing, reconstructing and removing any sewer or other public or private utility facilities therein and for the purposes of ingress, egress and access to said facilities.

Section 3. That it is found and determined that all formal actions of this Council concerning and relating to the adoption of this Ordinance were adopted in an open meeting of this Council, and that all deliberations of this Council, and of any of its committees, that resulted in such formal action were in meetings open to the public in compliance with all legal requirements.

Section 4. That this Ordinance is hereby declared to be an emergency measure necessary for the immediate preservation of the public peace, property, health, safety and welfare of the City, and for the further reason that the immediate vacation of the foregoing portion of Hunt Drive is necessary in order to promptly return said property to taxable status. Therefore, provided this Ordinance receives the affirmative vote of two-thirds of all members elected to Council, it shall take effect and be in force immediately upon its passage and approval by the Mayor; otherwise from and after the earliest period allowed by law.

CITY OF STRONGSVILLE, OHIO

ORDINANCE NO. 1998 - 19

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CUYAHOGA COUNTY RECORDER

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Charlene Barth
President of Council

APPROVED: Matt F. Egan
Mayor

DATE PASSED: 7-6-98

DATE APPROVED: 7-7-98

ATTEST: Patricia J. Stewart
Acting Clerk of Council

ORD. No. 1998-19
1st Rdg. 2-2-98
2nd Rdg. ~~2-2~~ 4-6-98
3rd Rdg. _____
Pub Hrg. 5-18-98
Adopted: 7-6-98

Removed: _____
Ref: PC + P2E
Ref: P2E
Ref: _____
Ref: _____
Defeated: _____

PETITION FOR VACATION OF
A PORTION OF HUNT ROAD

Date: January 8, 1998

CUYAHOGA COUNTY RECORDER
199908200213 PAGE 27 of 28

TO THE COUNCIL OF THE CITY OF STRONGSVILLE, OHIO:

The undersigned, being the owners of property abutting Hunt Road do hereby petition the Council for, and consent to, the vacation of a portion of Hunt Road, as shown by the plat attached hereto, marked for identification Exhibit "A", and incorporated into this Petition by reference.

Permanent Parcel No.

Owner(s)

399-33-27

David T. Terry

399-33-5

David T. Terry

399-33-6

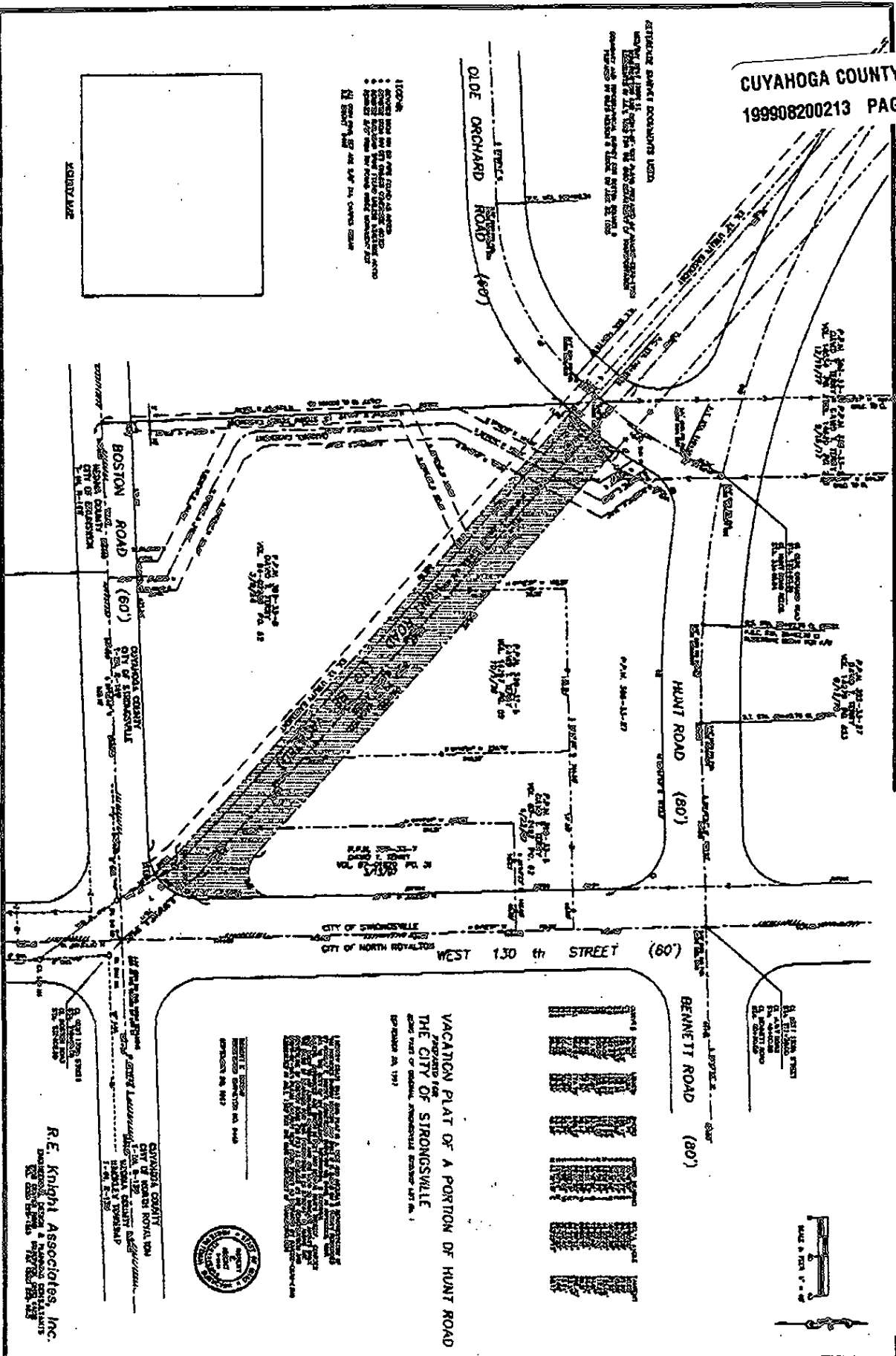
399-33-7

399-33-8

EXHIBIT "A"

CUYAHOGA COUNTY RECORDER
199908200213 PAGE 28 of 28

Post-It® Fax Note	7671	Date	1-29-98	Page	1
To	LESLIE ALDER OF	From	SAM SUHAIL		
Company	COUNCIL	Co.	SUHAIL & SUHAIL		
Phone @		Phone @	734-1986		
Fax @	572-1648	Fax @	734-2940		



18 9

AMENDMENT TO DECLARATION
OF
COVENANTS AND RESTRICTIONS FOR ASHLEY OAKS SUBDIVISION
STRONGSVILLE, OHIO

CUYAHOGA COUNTY RECORDER
200001130710 PAGE 1 of 3

This Amendment is made as of the day and year set forth above the signature lines below by QUEENSWOOD DEVELOPERS, INC., an Ohio corporation, which with its successors and assigns is herein called "Developer" and PARKVIEW HOMES, INC., an Ohio corporation, which with its successors and assigns is herein called "Parkview".

WHEREAS Developer imposed certain covenants, restrictions, easements, charges and liens against certain real estate pursuant to a Declaration of Covenants and Restrictions (herein called the "Declaration") which have been filed for record at ~~Volume XXXX, Page XXXX~~ of Cuyahoga County Official Records; Doc. #199908200213

WHEREAS Parkview and Developer are the sole owners of all of the real estate encumbered by the Declaration;

NOW, THEREFORE, subject to the foregoing, Developer hereby amends the Declaration as follows:

1. Due to a scrivener's error, several references appear in the Declaration to "Five Oaks Homeowners Association." All of said references should have been and are hereby amended to be to "Ashley Oaks Homeowners Association."

2. Section 2(b) of Article VI is deleted and in lieu thereof the following is added to the Declaration:

"(b) Not in limitation of the foregoing, the Board of Trustees of the Association and the Architectural Review Committee may, but are not obligated to, (i) approve fences (at such locations and with such dimensions and designs and constructed of such materials as the Board and the Committee deem appropriate from time to time) and (ii) approve swimming pools (at such locations and with such dimensions and designs and constructed of such materials as the Board or the Committee deem appropriate from time to time) on Lots, on Common Properties or on Unit Cluster Parcels; provided, however, that no portion of the part of the pool, which contains the water, may protrude more than twelve inches (12") above the grade approved (as part of the original approval and development process) by the City of Strongsville for the location where a swimming pool is proposed to be or is located. Notwithstanding any provision of these covenants and restrictions to the contrary, the water level of a swimming pool (not wholly enclosed within a residence) shall not at any time be higher than twelve inches (12") above said grade."

Accom 14943

IN WITNESS WHEREOF, Queenswood Developers, Inc. and Parkview Homes, Inc. have, by their authorized officers, executed this Amendment as of the 11th day of November, 1999, at Strongsville, Ohio.

Signed and Acknowledged in
the Presence of:

Ann M. Barlow
Ann M. Barlow
[Print Name of Witness Below Line]

Denise Fortuna
Denise Fortuna
[Print Name of Witness Below Line]

QUEENSWOOD DEVELOPERS, INC.

By [Signature]
Richard A. Puzzitiello, Jr., President
"Developer"

PARKVIEW HOMES, INC.

By [Signature]
Richard A. Puzzitiello, Jr., President
"Parkview"

Ann M. Barlow
Ann M. Barlow
[Print Name of Witness Below Line]

Denise Fortuna
Denise Fortuna
[Print Name of Witness Below Line]

STATE OF OHIO }
CUYAHOGA COUNTY } SS:

BEFORE ME, a Notary Public in and for said County and State, personally appeared the above-named QUEENSWOOD DEVELOPERS, INC., by and through RICHARD A. PUZZITIELLO, JR., its duly authorized President, who acknowledged that he did sign the foregoing Amendment and that the same is his free act and deed individually and as such officer and the free act and deed of said Corporation.

IN TESTIMONY WHEREOF, I have hereunto set my hand and official seal at Strongsville, Ohio, this 11th day of November, 1999.

Ann M. Barlow
Notary Public

ANN M. BARLOW
NOTARY PUBLIC, STATE OF OHIO
Recorded in Cuyahoga County
My Comm. Expires Jan. 31, 2000

STATE OF OHIO }
CUYAHOGA COUNTY } SS:

BEFORE ME, a Notary Public in and for said County and State, personally appeared the above-named PARKVIEW HOMES, INC., by and through RICHARD A. PUZZITIELLO, JR., its duly authorized President, who acknowledged that he did sign the foregoing Amendment and that the same is his free act and deed individually and as such officer and the free act and deed of said Corporation.

IN TESTIMONY WHEREOF, I have hereunto set my hand and official seal at Strongsville, Ohio, this 11th day of November, 1999.

Ann M. Barlow
Notary Public

ANN M. BARLOW
NOTARY PUBLIC, STATE OF OHIO
Recorded in Cuyahoga County
My Comm. Expires Jan. 31, 2000

This Instrument Prepared By:
Attorney Robert P. Ellis, Jr.
WICKENS, HERZER & PANZA
A Legal Professional Association
1144 West Erie Avenue
P.O. Box 840
Lorain, OH 44052-0840

NOTE:

**AMENDMENT 2 ESTABLISHES THE OAKMONT AT
ASHLEY OAKS CLUSTER HOME DEVELOPMENT
(OAKMONT VILLAS) AND CONSISTS OF OAKMONT'S
DECLARATIONS AND BY-LAWS.**

**IT DOES NOT AFFECT ASHLEY OAKS RESIDENTS WHO
ARE NOT PART OF THE OAKMONT VILLAS CLUSTER
DEVELOPMENT**

**IT IS NOT INCLUDED IN THIS FILE FOR BREVITY BUT IS
INCLUDED IN THE MASTER FILE OF ASHLEY OAKS
DOCUMENTS.**

THIRD AMENDMENT TO DECLARATION
OF
COVENANTS AND RESTRICTIONS
FOR
ASHLEY OAKS SUBDIVISION
STRONGSVILLE, OHIO
(Ashley Oaks, Phase II)

QUEENSWOOD DEVELOPERS, INC. (the "Developer"), an Ohio corporation submitted certain premises known as the Ashley Oaks Subdivision No. 1 in Strongsville, Ohio containing approximately 73 acres of land (the "Property") to that certain Declaration of Covenants and Restrictions (the "Declaration") which Declaration was dated February 18, 1999 and recorded on August 20, 1999, as Cuyahoga County Recorder's Instrument No. 199908200213.

Pursuant to Article II, Section 2 of the Declaration, additional real property may be added to, and made subject to, the Declaration, with the prior approval (which approval has been given) of the City of Strongsville, by the Developer.

Queenswood Developers, Inc. ~~is the~~ owner of the premises described in Exhibit A hereto (the "Premises"), which premises are adjacent to the Property. Queenswood Developers, Inc., desires to submit the Premises to the Declaration.

NOW, THEREFORE, Queenswood Developers, Inc., does hereby declare that the Premises described in Exhibit A hereto are and shall be held, transferred, sold, conveyed and occupied subject to the covenants, restrictions, easements, charges and liens contained in the Declaration and the Premises shall be entitled to all of the rights, benefits and privileges arising from the Declaration and the Ashley Oaks Homeowners' Association.

IN WITNESS WHEREOF, this instrument has been executed this 2nd day of

May, 2000.

Witnesses by:

QUEENSWOOD DEVELOPERS, INC.

Ann M. Barlow
Print: Ann M. Barlow

By: Chris A. Bender
Chris A. Bender
Its: Sr. Vice-President

Janet E. Mace
Print: Janet E. Mace

STATE OF OHIO)
) SS:
COUNTY OF CUYAHOGA)

STATE OF Ohio
COUNTY OF Cuyahoga

BEFORE ME, a Notary Public in and for said County and State, personally appeared the above-named Queenswood Developers, Inc., an Ohio corporation, by Chris A. Bender, its Sr. Vice-President who acknowledged to me that he did sign the foregoing instrument and that the same is his free act and deed individually and as such officers and the free act and deed of said Corporation.

IN TESTIMONY WHEREOF, I have hereunto set my hand and official seal at

Strongsville, Ohio, this 2nd day of May, 2000.

Ann M. Barlow
Notary Public

Approved as to legal form only

by the Law Department of the

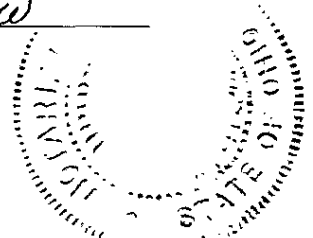
City of Strongsville

by, And J. Kolis

Assistant Director of Law.

Dated 5-18-00

ANN M. BARLOW
NOTARY PUBLIC - STATE OF OHIO
Recorded in Cuyahoga County
My Comm. Expires Feb. 2, 2005



HOFMANN - METZKER, INC.

REGISTERED PROFESSIONAL SURVEYORS
P. O. BOX 343 - 24 BEECH STREET
BEREA, OH 44017 (440) 234-7350
FAX: (440) 234-7351

CUYAHOGA COUNTY RECORDER
200010250377 PAGE 3 of 5

George A. Hofmann, P.S., President
Richard D. Metzker, P.S., Vice President

BENDER

DESCRIPTION

MARCH 7, 2000

JUNE 5, 2000

REVISED JUNE 14, 2000

ASHLEY PHASE II

Situated in the City of Strongsville, County of Cuyahoga, State of Ohio and known as being part of Original Strongsville Township Lot No. 84 and further bounded and described as follows:

Beginning at an Iron Monument marking the Northeasterly corner of said Original Lot No. 84, said point also being the intersection of the centerline of Prospect Road (60 feet wide) with the centerline of Lunn Road (60 feet wide);

Thence South 00 degrees 13 minutes 41 seconds West along said centerline of Prospect Road, a distance of 933.85 feet to its intersection with the centerline of Lunn Road (to the West);

Thence South 43 degrees 27 minutes 51 seconds West along said centerline of Lunn Road, a distance of 481.70 feet to point;

Thence North 00 degrees 13 minutes 41 seconds East, a distance of 43.80 feet to a point in the Northwesterly line of Lunn Road and the principal place of beginning;

Thence South 43 degrees 27 minutes 51 seconds West along said Northwesterly line, a distance of 776.03 feet to a point;

Thence North 42 degrees 34 minutes 09 seconds West, a distance of 41.87 feet to a point;

Thence North 00 degrees 13 minutes 41 seconds East, a distance of 600.56 feet to a point;

Thence North 88 degrees 56 minutes 48 seconds West, a distance of 294.58 feet to a point;

Thence North 76 degrees 02 minutes 37 seconds West, a distance of 94.43 feet to a point;

Thence North 15 degrees 34 minutes 33 seconds East, a distance of 130.00 feet to a point;

Thence Southeasterly along the arc of a circle deflecting to the left, a distance of 4.52 feet to a point, said arc having a radius of 530.00 feet and a chord which bears South 74 degrees 40 minutes 07 seconds East, a distance of 4.52 feet;

Thence North 15 degrees 05 minutes 14 seconds East, a distance of 240.86 feet to a point;

Thence North 88 degrees 58 minutes 12 seconds West, a distance of 54.66 feet to a point;

Thence North 71 degrees 23 minutes 33 seconds West, a distance of 61.06 feet to a point;

Thence North 34 degrees 16 minutes 44 seconds West, a distance of 128.81 feet to a point;

Thence North 01 degrees 01 minutes 48 seconds East, a distance of 276.45 feet to a point;

Thence North 7 degrees 48 minutes 58 seconds East, a distance of 241.68 feet to a point;

PAGE 2

DESCRIPTION - ASHLEY PHASE II

JUNE 5, 2000 - REVISED JUNE 14, 2000

Thence North 25 degrees 46 minutes 48 seconds West, a distance of 89.63 feet to a point;

Thence South 88 degrees 58 minutes 12 seconds East, a distance of 198.88 feet to a point;

Thence South 01 degrees 02 minutes 48 seconds West, a distance of 36.58 feet to a point;

Thence South 88 degrees 58 minutes 12 seconds East, a distance of 201.00 feet to a point;

Thence South 01 degrees 12 minutes 22 seconds East, a distance of 85.07 feet to a point;

Thence South 15 degrees 02 minutes 39 seconds West, a distance of 82.45 feet to a point;

Thence South 12 degrees 11 minutes 25 seconds West, a distance of 86.64 feet to a point;

Thence South 03 degrees 04 minutes 36 seconds West, a distance of 80.05 feet to a point;

Thence South 04 degrees 28 minutes 42 seconds East, a distance of 48.98 feet to a point;

Thence South 88 degrees 58 minutes 12 seconds East, a distance of 166.53 feet to a point;

Thence South 01 degrees 01 minutes 48 seconds West, a distance of 21.93 feet to a point;

Thence Southeasterly along the arc of a circle deflecting to the left, a distance of 88.38 feet to a point, said arc having a radius of 225.00 feet and a chord which bears South 10 degrees 13 minutes 23 seconds East, a distance of 87.81 feet;

Thence South 57 degrees 11 minutes 28 seconds West, a distance of 116.43 feet to a point;

Thence South 30 degrees 41 minutes 25 seconds East, a distance of 63.16 feet to a point;

Thence South 42 degrees 11 minutes 37 seconds East, a distance of 73.12 feet to a point;

Thence South 54 degrees 00 minutes 29 seconds East, a distance of 34.67 feet to a point;

Thence South 02 degrees 30 minutes 47 seconds West, a distance of 60.99 feet to a point;

Thence Southeasterly along the arc of a circle deflecting to the right, a distance of 284.58 feet to a point, said arc having a radius of 714.00 feet and a chord which bears South 75 degrees 30 minutes 10 seconds East, a distance of 282.70 feet;

Thence South 25 degrees 54 minutes 56 seconds West, a distance of 134.00 feet to a point;

PAGE 3
DESCRIPTION - ASHLEY PHASE II
JUNE 5, 2000 - REVISED JUNE 14, 2000

Thence Southeasterly along the arc of a circle deflecting to the right, a distance of 177.64 feet to a point of tangency, said arc having a radius of 580.00 feet and a chord which bears South 55 degrees 18 minutes 26 seconds East, a distance of 176.95 feet;

Thence South 46 degrees 32 minutes 09 seconds East, a distance of 143.40 feet to a point of curvature;

Thence Northeasterly along the arc of a circle deflecting to the left, a distance of 15.71 feet to the principal place of beginning, said arc having a radius of 10.00 feet and a chord which bears North 88 degrees 27 minutes 51 seconds East, a distance of 14.14 feet and containing 731,314.455 square feet - 16.79 acres of land;

The courses used in this description are given to an assumed meridian and are used to indicate angles only. Distances are given in feet and decimal parts thereof.

HOFMANN-METZKER, INC.
Registered Professional Surveyors

By:


Registered Surveyor Number 6752

FOURTH AMENDMENT TO DECLARATION
OF
COVENANTS AND RESTRICTIONS
FOR
ASHLEY OAKS SUBDIVISION
STRONGSVILLE, OHIO
(Oakmont , Phase II)

QUEENSWOOD DEVELOPERS, INC. (the "Developer"), an Ohio corporation submitted certain premises known as the Ashley Oaks Subdivision No. 1 in Strongsville, Ohio containing approximately 73 acres of land (the "Property") to that certain Declaration of Covenants and Restrictions (the "Declaration") which Declaration was dated February 18, 1999 and recorded on August 20, 1999, as Cuyahoga County Recorder's Instrument No. 199908200213.

Pursuant to Article II, Section 2 of the Declaration, additional real property may be added to, and made subject to, the Declaration, with the prior approval (which approval has been given) of the City of Strongsville, by the Developer.

Queenswood Developers, Inc., is the owner of the premises described in Exhibit A hereto (the "Premises"), which premises are adjacent to the Property. Queenswood Developers, Inc., desires to submit the Premises to the Declaration.

NOW, THEREFORE, Queenswood Developers, Inc., does hereby declare that the Premises described in Exhibit A hereto are and shall be held, transferred, sold, conveyed and occupied subject to the covenants, restrictions, easements, charges and liens contained in the Declaration and the Premises shall be entitled to all of the rights, benefits and privileges arising from the Declaration and the Ashley Oaks Homeowners' Association.

IN WITNESS WHEREOF, this instrument has been executed this 13th day of

June, 2000.

Witnesses by:

Ann M. Barlow
Print: Ann M. Barlow

Tami Wallace
Print: Tami Wallace

QUEENSWOOD DEVELOPERS, INC.

By: Chris A. Bender
Chris A. Bender
Its: Sr. Vice-President

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

BEFORE ME, a Notary Public in and for said County and State, personally appeared the above-named Queenswood Developers, Inc., an Ohio corporation, by Chris A. Bender, its Sr. Vice-President who acknowledged to me that he did sign the foregoing instrument and that the same is his free act and deed as such officer and the free act and deed of said Corporation.

IN TESTIMONY WHEREOF, I have hereunto set my hand and official seal at

Strongsville, Ohio, this 13th day of June, 2000.

Ann M. Barlow
Notary Public

ANN M. BARLOW
NOTARY PUBLIC - STATE OF OHIO
Recorded in Cuyahoga County
My Comm. Expires Feb. 2, 2005

Approved as to legal form only

by the Law Department of the

City of Strongsville

by, David J. Stohr

Assistant Director of Law.

Dated 7-13-00

EXHIBIT "A"

BENDER

DESCRIPTION

JUNE 14, 2000

REVISED: SEPTEMBER 21, 2000

OAKMONT PHASE II

Situated in the City of Strongsville, County of Cuyahoga, State of Ohio and known as being part of Original Strongsville Township Lot No. 84 and further bounded and described as follows:

Beginning at an Iron Monument marking the Northeasterly corner of said Original Lot No. 84, said point also being the intersection of the centerline of Prospect Road (60 feet wide) with the centerline of Lunn Road (60 feet wide);

Thence South 00 degrees 13 minutes 41 seconds West along said centerline of Prospect Road, a distance of 933.85 feet to its intersection with the centerline of Lunn Road (to the West);

Thence South 43 degrees 27 minutes 51 seconds West along said centerline of Lunn Road, a distance of 481.70 feet to point;

Thence North 00 degrees 13 minutes 41 seconds East, a distance of 43.80 feet to a point in the Northwesterly line of Lunn Road and the principal place of beginning;

Thence Southwesterly along the arc of a circle deflecting to the right, a distance of 15.71 feet to a point of tangency, said arc having a radius of 10.00 feet and a chord which bears South 88 degrees 27 minutes 51 seconds West, a distance of 14.14 feet;

Thence North 46 degrees 32 minutes 09 seconds West, a distance of 143.40 feet to a point of curvature;

Thence Northwesterly along the arc of a circle deflecting to the left, a distance of 177.64 feet to a point, said arc having a radius of 580.00 feet and a chord which bears North 55 degrees 18 minutes 36 seconds West, a distance of 176.95 feet;

Thence North 25 degrees 54 minutes 56 seconds East, a distance of 134.00 feet to a point;

Thence Northwesterly along the arc of a circle deflecting to the left, a distance of 284.58 feet to a point, said arc having a radius of 714.00 feet and a chord which bears North 75 degrees 30 minutes 10 seconds West a distance of 282.70 feet;

Thence North 02 degrees 30 minutes 47 seconds East, a distance of 60.99 feet to a point;

Thence North 54 degrees 00 minutes 29 seconds West, a distance of 34.67 feet to a point;

Thence North 42 degrees 11 minutes 37 seconds West, a distance of 73.12 feet to a point;

Thence North 30 degrees 41 minutes 25 seconds West, a distance of 63.16 feet to a point;

Thence North 57 degrees 11 minutes 28 seconds East, a distance of 116.43 feet to a point;

PAGE 2

DESCRIPTION - OAKMONT PHASE II

REVISED: SEPTEMBER 21, 2000

Thence Southeasterly along the arc of a circle deflecting to the left, a distance of 17.61 feet to a point, said arc having a radius of 225.00 and a chord which bears South 23 degrees 42 minutes 59 seconds East, a distance of 17.60 feet to a point;

Thence North 64 degrees 02 minutes 31 seconds East, a distance of 50.00 feet to a point;

Thence South 88 degrees 58 minutes 12 seconds East, a distance of 148.78 feet to a point;

Thence North 00 degrees 13 minutes 41 seconds East, a distance of 114.87 feet to a point;

Thence South 89 degrees 46 minutes 19 seconds East, a distance of 165.00 feet to a point;

Thence North 00 degrees 13 minutes 41 seconds East, a distance of 5.75 feet to a point;

Thence South 89 degrees 46 minutes 19 seconds East, a distance of 124.50 feet to a point;

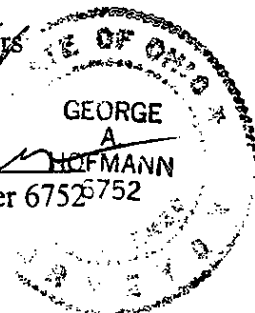
Thence South 00 degrees 13 minutes 41 seconds West, a distance of 765.72 feet to the principal place of beginning and containing 243,182.028 square feet - 5.583 acres of land;

The courses used in this description are given to an assumed meridian and are used to indicate angles only. Distances are given in feet and decimal parts thereof.

HOFMANN-METZKER, INC.
Registered Professional Surveyors

By: _____

- Registered Surveyor Number 6752752



CUYAHOGA COUNTY RECORDER
200108300250 PAGE 1 of 4

CUYAHOGA COUNTY RECORDER
PATRICK J. O'MALLEY
DEED 08/30/2001 10:48:03 AM
200108300250

FIFTH AMENDMENT TO
DECLARATION
OF
COVENANTS AND RESTRICTIONS
FOR
ASHLEY OAKS SUBDIVISION
STRONGSVILLE, OHIO
(Ashley Oaks, Phase III)

QUEENSWOOD DEVELOPERS, INC., (the "Developer") an Ohio Corporation submitted certain premises known as the Ashley Oaks Subdivision No. 1 in Strongsville, Ohio containing 73 acres of land (the "Property") to that certain Declaration of Covenants and Restrictions (the "Declaration") which Declaration was dated February 18, 1999 and recorded on August 20, 1999, at Cuyahoga County Recorder's Instrument 199908200213.

Pursuant to Article II, Section 2 of the Declaration, additional real property may be added to, and made subject to, the Declaration, with the prior approval of the City of Strongsville, by the Developer.

Queenswood Developers, Inc., is the owner of the premises described in "Exhibit A" hereto (the "Premises"), which Premises are adjacent to the Property. Queenswood Group, Inc., desires to submit the Premises to the Declaration.

Now, therefore, Queenswood Developers, Inc., does hereby declare that the Premises described in "Exhibit A" hereto are and shall be held, transferred, sold, conveyed and occupied subject to the covenants, restrictions, easements, charges and

liens contained in the Declaration and the Premises shall be entitled to all of the rights, benefits and privileges arising from the Declaration and the Ashley Oaks Homeowners' Association.

IN WITNESS WHEREOF, this instrument has been executed this 14th day of March, 2001.

Witnesses by:

Ann M. Barlow
Print: Ann M. Barlow

Bobbi J. Green
Print: Bobbi J. Green

QUEENSWOOD DEVELOPERS, INC.

By: Chris A. Bender
Its: Sr. Vice President

STATE OF OHIO)
)SS:
COUNTY OF CUYAHOGA)

BEFORE ME, a Notary Public in and for said County and State, personally appears the above-named Queenswood Developers, Inc., an Ohio Corporation, by Chris A. Bender its Sr. Vice President, who acknowledged to me that he did sign the foregoing instrument and that the same is his free act and deed individually and as such officer.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed by official seal this 14th day of March, 2001.

Wp/AshleyOaksAmd5

Ann M. Barlow

ANN M. BARLOW
NOTARY PUBLIC - STATE OF OHIO
Recorded in Cuyahoga County
My Comm. Expires Feb. 2, 2005



HOFMANN - METZKER, INC.

REGISTERED PROFESSIONAL SURVEYORS
P. O. BOX 343 - 24 BEECH STREET
BEREA, OH 44017 (440) 234-7350
FAX: (440) 234-7351

CUYAHOGA COUNTY RECORDER
200108300260 PAGE 3 of 4

George A. Hofmann, P.S., President
Richard D. Metzker, P.S., Vice President

EXHIBIT "A"

BENDER

DESCRIPTION

MARCH 12, 2001

ASHLEY OAKS PHASE III

Situated in the City of Strongsville, County of Cuyahoga, State of Ohio and known as being part of Original Strongsville Township Lot Nos. 84 and 85 and further bounded and described as follows:

Beginning at the Southwesterly corner of Sublot No. 75 in the Ashley Oaks Subdivision Phase II, recorded in Volume 310, Page 76, 77 of Cuyahoga County Map Records;

Thence North 88 degrees 56 minutes 48 seconds West, a distance of 587.66 feet to a point;

Thence North 00 degrees 13 minutes 41 seconds East, a distance of 825.00 feet to a point;

Thence North 88 degrees 56 minutes 48 seconds West, a distance of 431.45 feet to a point in the Easterly line of the B & O Railroad (66 feet wide);

Thence North 23 degrees 05 minutes 18 seconds East along said Easterly line, a distance of 396.70 feet to a Southwesterly corner of Ashley Oaks Phase I, recorded in Volume 301, Page 39, 39A of Cuyahoga County Map Records;

Thence North 89 degrees 51 minutes 52 seconds East along the Southerly line of said Ashley Oaks Phase I, a distance of 272.38 feet to a point;

Thence Northeasterly along the arc of a circle deflecting to the right, a distance of 65.02 feet to the Southwesterly corner of Sublot Number 21 in said subdivision, said arc having a radius of 721.00 feet and a chord which bears North 02 degrees 26 minutes 52 seconds East, a distance of 65.00 feet;

Thence South 84 degrees 58 minutes 07 seconds East along the Southerly line of said Sublot Number 21, a distance of 141.00 feet to a point in the Westerly line Scarlet Oak Trail (60 feet wide);

Thence Southwesterly along said Westerly line along the arc of circle deflecting to the left, a distance of 13.76 feet to a point, said arc having a radius of 580.00 feet a chord which bears South 04 degrees 21 minutes 06 seconds West, a distance of 13.76 feet;

Thence South 86 degrees 19 minutes 42 seconds East, a distance of 197.81 feet to a point;

Thence South 06 degrees 34 minutes 34 seconds West, a distance of 69.38 feet to a point;

Thence South 69 degrees 26 minutes 05 seconds East, a distance of 64.43 feet to a point;

PAGE 2
DESCRIPTION - ASHLEY PHASE III
MARCH 12, 2001

CUYAHOGA COUNTY RECORDER
200108300260 PAGE 4 of 4

Thence South 25 degrees 46 minutes 48 seconds East, a distance of 135.28 feet to a point:

Thence South 07 degrees 48 minutes 58 seconds West, a distance of 241.69 feet to a point:

Thence South 01 degrees 00 minutes 48 seconds West, a distance of 276.45 feet to a point:

Thence South 34 degrees 16 minutes 44 seconds East, a distance of 128.80 feet to a point:

Thence South 71 degrees 23 minutes 33 seconds East, a distance of 61.06 feet to a point:

Thence South 88 degrees 58 minutes 12 seconds East, a distance of 54.66 feet to a point:

Thence South 15 degrees 05 minutes 14 seconds West, a distance of 240.86 feet to a point:

Thence Northwesterly along the arc of a circle deflecting to the right, a distance of 4.52 feet to a point, said arc having a radius of 530.00 feet and a chord which bears North 74 degrees 40 minutes 07 seconds West, a distance of 4.52 feet;

Thence South 15 degrees 34 minutes 33 seconds West, a distance of 130.00 feet to a point:

Thence South 76 degrees 02 minutes 37 seconds East, a distance of 94.43 feet to the point of beginning and containing 698,442.942 square feet - 16.03 acres of land according to a survey by George A. Hofmann, Registered Surveyor Number 6752.

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

Iron Pins set are 5/8 inch rebar - 30 inches long and capped (6752/7477).

Distances are given in feet and decimal parts thereof.

TRANSFER NOT REQUIRED

AUG 8 2001

FRANK RUSSO
Cuyahoga County Auditor

HOFMANN-METZKER, INC.
Registered Professional Surveyor

ROBERT KLAIBER RE., P.S. COUNTY ENGINEER TAX MAP DIVISION	
APPROVED FOR	
RECORD	<i>ZNR CA</i>
TRANSFER	
SPLIT	

By:

[Signature]
Registered Surveyor Number



*Re-recorded to correct omission of meeting date

CUYAHOGA COUNTY RECORDER
LILLIAN J GREENE - 7
DEED 8/16/2010 3:18:10 PM
201008160537

CUYAHOGA COUNTY RECORDER
LILLIAN J GREENE - 7
DEED 3/25/2010 3:44:00 PM
201003250494

AMENDMENTS TO THE
DECLARATION OF COVENANTS AND RESTRICTIONS
FOR
ASHLEY OAKS SUBDIVISION

PLEASE CROSS MARGINAL REFERENCE WITH THE DECLARATION OF
COVENANTS AND RESTRICTIONS FOR ASHLEY OAKS SUBDIVISION
RECORDED AT INSTRUMENT NO. 199908200213 OF THE CUYAHOGA
COUNTY RECORDS.

AMENDMENTS TO THE
DECLARATION OF COVENANTS AND RESTRICTIONS FOR
ASHLEY OAKS SUBDIVISION

WHEREAS, the Declaration of Covenants and Restrictions for Ashley Oaks Subdivision (the "Declaration"), was recorded at Cuyahoga County Records Instrument No. 199908200213, and

WHEREAS, the Ashley Oaks Homeowners Association (the "Association") is a corporation consisting of all Owners in Ashley Oaks and as such is the representative of all Owners, and

WHEREAS, Article VII, Section 3 of said Declaration authorizes amendments to the Declaration, and

WHEREAS, a meeting of the Association's Owners was held on or about December 31, 2009, and, at such meeting and any adjournment thereof, Owners representing 75% of the voting power of the Association executed, in person or by proxy, an instrument in writing setting forth specifically the matters to be modified (the "Amendments"), and

WHEREAS, the Association has in its records the signed, written consents to Amendments A and B signed by Owners representing 77.3% of the Association's voting power as of January 3, 2010, together with the minutes from said meeting and any adjournment thereof, and

WHEREAS, the Association has in its records the power of attorney signed by Owners representing 77.3% of the Association's voting power authorizing the Association's officers to execute Amendments A and B on their behalf, and

WHEREAS, the Association has in its records the signed, written consents to Amendment C signed by Owners representing 76.6% of the Association's voting power as of January 3, 2010, together with the minutes from said meeting and any adjournment thereof, and

WHEREAS, the Association has in its records the power of attorney signed by Owners representing 76.6% of the Association's voting power for authorizing the Association's officers to execute the Amendment C on their behalf, and

WHEREAS, the proceedings necessary to amend the Declaration as required by the Declaration have in all respects been complied with.

NOW THEREFORE, the Declaration of Covenants and Restrictions for Ashley Oaks Subdivision is hereby amended by the following:

AMENDMENT A

INSERT a new 2nd PARAGRAPH to DECLARATION ARTICLE VIII, SECTION 2 entitled, "Enforcement." Said new addition, to be added on Page 20 of the Declaration, as recorded at Cuyahoga County Records, Instrument No. 199908200213, is as follows:

If any Owner (either by his or her conduct or by the conduct of any occupant or guest of his or her Living Unit) shall violate any provision of the Declaration, Bylaws or rules, the Board may levy reasonable enforcement assessments and reasonable charges for damage to the Common Area or any part of Ashley Oaks for which the Association is responsible to maintain, and said Owner shall pay to the Association, in addition to any other sums due, any enforcement assessments for violation of said provision or rule levied by the Board, all costs and expenses incurred by the Association in connection with the enforcement of said provision or rule, including reasonable attorney fees and/or court costs. Said enforcement assessments, costs and expenses shall be charged as a special assessment against said Owner. The Association, in addition to all other remedies available, shall have the right to place a lien upon the estate or interest of said Owner as further explained and set forth in Article V, Section 1.

Any conflict between this provision and any other provisions of the Declaration and Bylaws shall be interpreted in favor of this amendment regarding the cost of enforcement. Upon the recording of this amendment, only Owners of record at the time of such filing shall have standing to contest the validity of the amendment, whether on procedural, substantive or any other grounds, provided further that any such challenge shall be brought in the court of common pleas within one year of the recording of the amendment.

AMENDMENT B

MODIFY the 4th and 5th SENTENCES of DECLARATION ARTICLE V, SECTION 1(c). Said modification, to be made on Page 10 of the Declaration, as recorded at Cuyahoga County Records, Instrument No. 199908200213, is as follows (deleted language is crossed-out; new language is underlined):

All annual and special assessments, together with any administrative late fee interest thereon as hereinafter provided, shall be a charge upon such Lot or Living Unit and if not paid within thirty (30) days after their due date, the Association shall have a lien upon the Lot or Living Unit for which such assessment has not been paid. Each such assessment, together with such administrative late fee interest thereon and cost of collection thereof as hereinafter provided, shall also be the personal obligation of the person who was the Owner of such property at the time when the assessment fell due.

MODIFY the 2nd PARAGRAPH of DECLARATION ARTICLE V, SECTION 4, entitled "Due Dates of Assessments; Defaults." Said modification, to be made on Page 11 of the Declaration, as recorded at Cuyahoga County Records, Instrument No. 199908200213, is as follows (deleted language is crossed-out; new language is underlined):

If any annual or special assessment, or installment of a special assessment, is not paid within ten (10) days after the due date, such delinquent assessment or installment shall include a reasonable administrative late fee as determined by the Board ~~bear interest from the due date at the prime rate then being charged by Society Bank plus three percent (3%) per annum,~~ and the Association may after such thirty (30) day period bring an action at law against the Owner responsible for the payment of such assessment, and (additionally or alternatively) may foreclose the lien against the property, and in the event a judgment is obtained, such judgment shall include any reasonable administrative late fee interest ~~on the assessment or installment amount as above provided,~~ together with the costs of the action and reasonable attorneys' fees.

Any conflict between these provisions and any other provisions of the Declaration and Bylaws shall be interpreted in favor of this amendment replacing interest with an administrative late fee for

delinquent accounts. Upon the recording of this amendment, only Owners of record at the time of such filing shall have standing to contest the validity of the amendment, whether on procedural, substantive or any other grounds, provided further that any such challenge shall be brought in the court of common pleas within one year of the recording of the amendment.

AMENDMENT C

INSERT a new DECLARATION ARTICLE VI, SECTION 18 entitled, "Occupancy Restriction." Said new addition, to be added on Page 18 of the Declaration, as recorded at Cuyahoga County Records, Instrument No. 199908200213, is as follows:

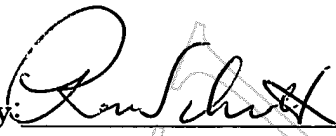
SECTION 18. Occupancy Restriction.


A person who is classified a Tier III or Tier II sexual offender/child-victim offender, or any future equivalent classification, and for whom the County Sheriff or other government entity must provide community notification of the sex offender's residence is prohibited from residing in or occupying a Living Unit or remaining in or on the property for any length of time. The classification of a sexual offender/child-victim offender and determination of whether notice is required is made by a court of law pursuant to the Ohio Sex Offenders Act, as may be amended and/or renamed from time to time, or similar statute from another jurisdiction. The Association shall not, however, be liable to any Owner or occupant, or anyone visiting any Owner or the Association, as a result of the Association's alleged failure, whether negligent, intentional, or otherwise, to enforce the provisions of this restriction.

Any conflict between this provision and any other provisions of the Declaration and Bylaws shall be interpreted in favor of this restriction on the occupancy of Living Units. Upon the recording of this amendment, only Owners of record at the time of such filing shall have standing to contest the validity of the amendment, whether on procedural, substantive or any other grounds, provided further that any such challenge shall be brought in the court of common pleas within one year of the recording of the amendment.

IN WITNESS WHEREOF, the said Ashley Oaks Homeowners Association has caused the execution of this instrument this 7 day of MARCH, 2010.

ASHLEY OAKS HOMEOWNERS ASSOCIATION

By: 
RON SCHROTH, its President

By: 
~~MANI SANDHU~~, its Secretary
ACTING SECRETARY

STATE OF OHIO)
COUNTY OF Cuyahoga) SS

BEFORE ME, a Notary Public, in and for said County, personally appeared the above named Ashley Oaks Homeowners Association, by its President and its Secretary, who acknowledged that they did sign the foregoing instrument, on Page 6 of 7, and that the same is the free act and deed of said corporation and the free act and deed of each of them personally and as such officers.

IN WITNESS WHEREOF, I have hereunto set my hand and official seal in CLEVELAND, Ohio, this 25th day of March, 2010.

Sheri Santiago
NOTARY PUBLIC

Place notary stamp/seal here:



Sheri Santiago
Notary Public, State of Ohio
Recorded in Cuyahoga County
My Commission Expires 11/15/2014.

This instrument prepared by:
KAMAN & CUSIMANO, LLC, Attorneys at Law
2000 Terminal Tower
50 Public Square
Cleveland, Ohio 44113
(216) 696-0650

201012150339


STATE OF OHIO)
COUNTY OF CUYAHOGA) ss.:

AFFIDAVIT OF DEED

Now comes Ronald Schroth, being first duly sworn according to law, deposes and states as follows:

- 1) I am the President and Secretary of the Ashley Oaks Homeowner's Association, Inc. Board of Trustees, and as such, I am duly authorized to make this Affidavit. I have personal knowledge of the facts herein.
- 2) The Ashley Oaks Homeowner's Association operates pursuant to a Declaration entitled "Declaration of Covenants and Restrictions for Ashley Oaks Subdivision."
- 3) This Declaration was filed for record with the Cuyahoga County Recorder at Instrument #199908200213.
- 4) The original executed copy of the Bylaws, entitled "Bylaws of Ashley Oaks Homeowners Association" is unavailable and cannot be produced or recovered in accordance with Ohio Revised Code § 5312.02 for purposes of recordation.
- 5) Since its inception, the Ashley Oaks Homeowner's Association operated pursuant to the same Bylaws. A true and accurate copy of the Bylaws is attached hereto as Exhibit A.

Further affiant sayeth naught.

 12/12/10

SWORN TO AND SUBSCRIBED BEFORE ME, and in my presence on this 13 day of December 2010.



Notary Public

Sheri Santiago

Notary Public, State of Ohio

My Commission Expires 11/15/2014.

This Instrument prepared by:
Justin M. Ritch, Esq.
Ott & Associates Co., LPA
55 Public Square, Suite 1400
Cleveland, OH 44113

BY-LAWS
OF
ASHLEY OAKS HOMEOWNERS ASSOCIATION

ARTICLE I
DEFINITIONS

SECTION 1.

"Association" shall mean and refer to the Ashley Oaks Homeowners Association, Inc.

SECTION 2.

The "Properties" shall mean and refer to the property described in Article II and any additions made thereto in accordance with Article II.

SECTION 3.

"Common Properties" shall mean and refer to those areas of land and improvements and facilities thereon, shown on any recorded subdivision plat of the Properties and intended to be devoted to the common use and enjoyment of all owners of the Properties. All Easement Areas and recreational facilities, unless specifically designated in writing upon any subdivision plat pertaining to such separate ancillary Declaration to be solely for the benefit of the members of such Unit Cluster Parcel or Condominium Property encumbered by said separate ancillary Declaration, shall be deemed to be Common Properties and all such recreational facilities shall be available for use by any owner of a Living Unit and by Developer.

SECTION 4.

"Condominium Property" shall mean and refer to any building and related common and limited common areas which are dedicated to be a condominium project pursuant to Chapter 5311 of the Ohio Revised Code.

SECTION 5.

"Condominium Unit" shall mean any Unit and its related limited common areas and its pro rata share of any common areas of a Condominium Property.

SECTION 6.

"Developer" shall mean and refer to Queenswood Developers, Inc., an Ohio corporation, and its successors and assigns and an individual or entity to whom or to which Queenswood Developers, Inc. or a successor Developer conveys all or substantially all of the real estate comprising the Properties (which have not been previously conveyed) and one or more individuals or entities to whom or to which Queenswood Developers, Inc. or a successor Developer, at any time or from time to time, assigns or conveys all or any portion of the rights and/or obligations of the Developer hereunder.

SECTION 7.

"Development Period" shall mean the development of the residential community in stages, projected to occur over a period of years ending December 31, 2004.

SECTION 8.

"Living Unit" shall mean and refer to any building, or any portion of a building situated upon a Lot, or any unit of Condominium Property and/or any Unit Cluster Parcel, situated within the Properties, designed and intended for use and occupancy as a residence by a single family.

SECTION 9.

"Lot" shall mean and refer to any subplot (whether or not improved with a house) shown upon any recorded subdivision plat of the Properties.

SECTION 10.

"Member" shall mean and refer to all those Owners called members of the Association as provided in Article III, Section 1, hereof.

SECTION 11.

"Owner" shall mean and refer to the record owner, whether one or more persons or entities, of the fee simple title to any Lot or Living Unit situated upon the Properties, but shall not mean or refer to the mortgagee thereof unless and until such mortgagee has acquired title pursuant to foreclosure, or any proceeding in lieu of foreclosure.

SECTION 12.

"Residential Community" shall include and mean the 190 Living Units to be developed upon the Properties, as said number may be adjusted from time to time pursuant to Article II hereof.

SECTION 13.

"Unit Cluster Parcel" shall mean and refer to those areas of land shown on any recorded subdivision plat of the Properties and intended to be devoted to the uses allowed by Section 1252.32 of the Codified Ordinances of the City of Strongsville, or any other successor ordinance regulating Unit Cluster Developments.

SECTION 14.

"City" shall mean the City of Strongsville, a municipal corporation organized and existing under the laws of the State of Ohio. It is specifically acknowledged by all parties to these Covenants and Restrictions that the "City" is a third party beneficiary to these Covenants and Restrictions and has the same authority to administer and enforce these Covenants and Restrictions as they relate to the open spaces, Common Properties, storm sewers and swales, and other Easement Areas as more fully set out herein, as does the Association or Developer. The City, as a third party beneficiary to these Covenants and Restrictions and by giving its approval to these documents, shall in no way be deemed to have waived any of its zoning, building or other requirements of ordinances or general law which requirements shall still be binding upon the Properties if they are more restrictive than the requirements set out within these Covenants and Restrictions.

ARTICLE II
MEMBERSHIP

SECTION 1. Membership.

Each person or entity who is a record Owner of a fee or undivided fee simple interest in any Lot or Living Unit shall automatically be a Member of the Association, provided that any such person or entity who holds such interest merely as a security for the payment of money or performance of an obligation shall not be a Member. When more than one persons hold such interest, or interests, in any Lot or Living Unit, all such persons shall be Members, but for quorum, voting, consenting and all other rights of Membership, such persons shall collectively be counted as a single Member, and entitled to one (1) vote for each such Lot or Living Unit, which vote for such Lot or Living Unit shall be exercised as they among themselves deem. Each such Member shall be jointly and severally liable for the payment of the assessments hereinafter provided with respect to such Lot or Living Unit.

SECTION 2. Rights Subject to Payment of Assessments.

The rights of membership are subject to the payment of annual and special assessments levied by the Association, the obligation of which assessments is imposed against each Owner of and becomes a lien upon the property against which such assessments are made as provided by Article V of the Declaration of Covenants and Restrictions to which The Properties are subject.

SECTION 3. Suspension of Membership Rights.

The membership rights of any person whose interest in The Properties is subject to assessments under Section 2 of this Article II, whether or not he be personally obligated to pay such assessments, may be suspended by action of the Trustees during the period when the assessments remain unpaid; but, upon payment of such assessments, his rights and privileges shall be automatically restored. If the Trustees have adopted and published rules and regulations governing the use of the Common Properties and facilities, and the personal conduct of any person thereon, as provided in Article V, Section 2 of these By-Laws, they may in their discretion, suspend the rights of any such person for violation of such rules and regulations for a period not to exceed thirty (30) days.

SECTION 4. Sale or Transfer of Lot or Living Unit.

Membership may not be separated in any way from ownership of a Lot or Living Unit and upon the sale or transfer of title to a Lot or Living Unit, the membership of such assignor shall cease and terminate automatically, whether such transfer is voluntary or involuntary or by operation of law, provided, however, that if ownership is held in two or more names, the membership of the non-transferring owner shall in no way be effected.

ARTICLE III
VOTING RIGHTS

The Association (until the expiration of the Development Period, or until the occurrence of the event specified below, whichever event shall first occur) shall have two classes of voting Membership:

CLASS A: Class A Members shall be all Members (with the exception of the Developer until such time as the Developer's Class B votes are converted to Class A votes). Class A Members shall be entitled to one vote for each Lot or Living Unit owned by them.

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CLASS B: The Class B Member shall be the Developer. The Class B Member shall be entitled to two (2) votes for each Living Unit then owned by Developer and each Lot, Unit Cluster within a proposed Unit Cluster Parcel or Condominium Unit within a proposed Condominium Property then owned by Developer which constitutes a part of the Residential Community (as hereinbefore defined) provided that the Class B Membership shall cease and become converted to a Class A Membership on the happening of the following event:

When, or on the expiration of the Development Period, whichever event shall first occur, the total votes outstanding in the Class A Membership equal the total votes outstanding in the Class B Membership as computed upon the basis set forth above.

From and after the happening of the said event, the Class B Member shall be deemed to be a Class A Member and entitled to one vote for each Lot or Living Unit owned by it.

ARTICLE IV

PROPERTY RIGHTS AND RIGHTS OF ENJOYMENT

SECTION 1. Right of Enjoyment.

Each Member shall be entitled to the use and enjoyment of the Common Properties as provided by Article IV of the Declaration of Covenants and Restrictions applicable to The Properties.

SECTION 2. Delegation of Rights.

Any Member may delegate his rights of enjoyment in the Common Properties to his immediate household and guests or to any of his lessees who reside upon The Properties under a leasehold interest for a term of one (1) year or more. Such Member shall notify the Secretary in writing of the name of any such person and of the relationship of the Member to such person. The rights and privileges of such person are subject to suspension under Article II, Section 3 hereof, to the same extent as those of the Member, and are further subject to the reasonable rules and regulations of the Association governing the use of the Common Properties.

ARTICLE V

GENERAL POWERS OF THE ASSOCIATION

SECTION 1. Payments from Assessment Funds.

The Association shall pay out of the fund hereinafter provided for, the following:

(a) Care of Common Properties. Landscaping, gardening, snow removal, cleaning, maintenance, repair and replacements of the Common Properties and any of its facilities, the operation, maintenance and repair of any recreational facilities on The Properties, a reasonable pro rata share of the costs of operation, maintenance and repair of such other recreational areas and facilities as may be made available for the non-exclusive use of all Owners (whether or not located on the Properties), and such other common expenses as the Association shall determine are necessary and proper;

(b) Wages and Fees for Services. The services of any person or firm employed by the Association, including without limitation, the services of any person or persons required for the maintenance or operation of the Common Properties (including a recreation director, if any) and legal and/or accounting services, necessary and proper in the operation of The Properties or the

enforcement of the Declaration and these By-Laws and for the organization, operation and enforcement of the rights of the Association;

(c) Capital Additions and Improvements. The Association's powers herein enumerated shall be limited in that the Association shall have no authority to acquire and pay for out of the maintenance fund any capital additions and improvements, having a total cost in excess of Ten Thousand Dollars (\$10,000.00), nor shall the Association authorize any structural alterations, capital additions to, or capital improvements of the Common Properties requiring an expenditure in excess of Ten Thousand Dollars (\$10,000.00) without in each case the prior approval of the Members of the Association entitled to exercise a majority of the voting power of the Association;

(d) Liability Insurance. A policy or policies insuring the Association, the members of the Board and the Owners against any liability to the public or to the Owners of Lots or Living Units and their invitees or tenants, incident to the ownership and/or use of the Common Properties, the limits of which policy shall be reviewed annually;

(e) Workmen's Compensation. Workmen's Compensation Insurance to the extent necessary to comply with any applicable laws;

(f) Discharge of Mechanic's Liens. Any amount necessary to discharge any mechanic's lien or other encumbrance levied against The Properties or any part thereof which may in the opinion of the Association constitute a lien against the Common Properties rather than merely against the interests of particular Owners; it being understood, however, that the foregoing authority shall not be in limitation of any statutory provisions relating to the same subject matter. Where one or more Owners are responsible for the existence of such lien, they shall be jointly and severally liable for the cost of discharging it and any costs incurred by the Association by reason of said lien or liens shall be specifically assessed to said Owners;

(g) Additional Expenses. Any other materials, supplies, labor, services, maintenance, repairs, alterations, insurance or assessments which the Association is required to secure or pay for pursuant to the terms of the Declaration and these By-Laws or by law or which in the opinion of the Trustees shall be necessary or proper for the maintenance and operation of The Properties or the enforcement of the Declaration or these By-Laws.

SECTION 2. Rules and Regulations.

The Association, by vote of the Members entitled to exercise a majority of the voting power of the Association, may adopt such reasonable rules and regulations and from time to time amend the same supplementing the rules and regulations set forth in the Declaration and these By-Laws as it may deem advisable for the maintenance, conservation and beautification of The Properties and for the health, comfort, safety and general welfare of the Owners and occupants of The Properties. Written notice of such rules and regulations shall be given to all Owners and The Properties shall at all times be maintained subject to such rules and regulations. In the event such supplemental rules and regulations shall conflict with any provisions of the Declaration or of these By-Laws, the provisions of the Declaration and of these By-Laws shall govern.

SECTION 3. No Active Business to be Conducted for Profit.

Nothing herein contained shall be construed to give the Association authority to conduct an active business for profit on behalf of all the Owners or any of them.

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SECTION 4. Delegation of Duties.

Nothing herein contained shall be construed so as to preclude the Association, through its Board of Trustees and officers, from delegating to persons, firms or corporations of its choice such duties and responsibilities of the Association as the Trustees of the Association shall from time to time specify, and to provide for reasonable compensation for the performance of such duties and responsibilities.

SECTION 5. Applicable Laws.

The Association shall be subject to and governed by the provisions of any statutes adopted at any time and applicable to The Properties, provided, however, that all inconsistencies between or among the permissive provisions of any statute and any provision of the Declaration and these By-Laws, shall be resolved in favor of the Declaration and these By-Laws, and any inconsistencies between any statute applicable to Associations formed to administer the Common Property shall be resolved in favor of the latter statute. In the event of any conflict or inconsistency between the provisions of the Declaration and the Articles or By-Laws of the Association, the terms and provisions of the Declaration shall prevail, and the Owners and all persons claiming under them covenant to vote in favor of such amendments in the Articles or By-Laws as will remove such conflicts or inconsistencies.

SECTION 6. Additions to Properties and Membership.

Additions to The Properties may be made only in accordance with the provisions of Article II, Section 2, of the recorded Declaration of Covenants and Restrictions applicable to The Properties. Such additions, when properly made under the applicable covenants, shall extend the jurisdiction, functions, duties, and membership of the Association to such Properties.

ARTICLE VI

BOARD OF TRUSTEES

SECTION 1. Number and Qualifications.

The affairs of the Association shall be managed by a board of five (5) Trustees, all of whom must be Members of the Association, or be officers or representatives of the Developer.

SECTION 2. Election of Trustees; Vacancies.

The Trustees initially appointed by the Developer as Incorporator shall serve for an initial term as specified in Section 3 hereof. Thereafter, the Trustees shall be elected at each annual meeting of Members of the Association or at a special meeting called for the purpose of electing Trustees. At a meeting of Members of the Association at which Trustees are to be elected, only persons nominated as candidates shall be eligible for election as Trustees, and the candidates receiving the greatest number of votes shall be elected. In the event of the occurrence of any vacancy or vacancies in the Board of Trustees, however caused, the remaining Trustees, though less than a majority of the whole authorized number of Trustees, may, by the vote of a majority of their number, fill any such vacancy for the unexpired term.

SECTION 3. Term of Office; Resignations.

Each Trustee shall hold office until the second annual meeting of the Members of the Association, following his election, and until his successor is elected, or until his earlier resignation, removal from office or death. Any Trustee may resign at any time by oral statement to that effect made at a meeting of the Board of Trustees or in a writing to that effect to take effect

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immediately or at such other time as the Trustee may specify. Members of the Board of Trustees shall serve without compensation.

SECTION 4. Organization Meeting.

Immediately after each annual meeting of the Association, the newly-elected Trustees and those Trustees whose terms hold over shall hold an organization meeting for the purpose of electing officers and transacting any other business. Notice of such meeting need not be given.

SECTION 5. Regular Meetings.

Regular meetings of the Board of Trustees may be held at such times and places as shall be determined by a majority of the Trustees; but at least four (4) such meetings shall be held during each fiscal year.

SECTION 6. Special Meetings.

Special meetings of the Board of Trustees may be held at any time upon call by the President or any two Trustees. Written notice of the time and place of each such meeting shall be given to each Trustee either by personal delivery or by mail, telegram or telephone at least two (2) days before the meeting, which notice need not specify the purpose of the meeting; provided, however, that attendance of any Trustee at any such meeting without protesting, prior to or at the commencement of the meeting, the lack of proper notice shall be deemed to be a waiver by him of notice of such meeting and such notice may be waived in writing either before or after the holding of such meeting, by any Trustee, which writing shall be filed with or entered upon the records of the meeting. Unless otherwise indicated in the notice thereof, any business may be transacted at any organization, regular or special meeting of the Trustees.

SECTION 7. Quorum; Adjournment.

A quorum of the Board of Trustees shall consist of a majority of the Trustees then in office; provided, that a majority of the Trustees present at a meeting duly held, whether or not a quorum is present, may adjourn such meeting from time to time. If any meeting is adjourned, notice of such adjournment need not be given if the time and place to which such meeting is adjourned are fixed and announced at such meeting. At each meeting of the Board of Trustees at which a quorum is present, all questions and business shall be determined by a majority vote of those present, except as may be otherwise expressly provided in the Declaration or in these By-Laws.

SECTION 8. Removal of Trustees.

At any regular or special meeting of Members of the Association duly called, at which a quorum shall be present, any one or more of the Trustees may be removed with or without cause by the vote of Members entitled to exercise at least seventy-five percent (75%) of the voting power of the Association, and a successor or successors to such Trustee or Trustees so removed shall then and there be elected to fill the vacancy or vacancies thus created. Any Trustee whose removal has been proposed by the Members of the Association shall be given an opportunity to be heard at such meeting.

SECTION 9. Fidelity Bonds.

The Board of Trustees shall require that all officers and employees of the Association handling or responsible for Association funds shall furnish adequate Fidelity Bonds. The premiums on such bonds shall be paid by the Association and shall be a common expense.

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SECTION 10. Indemnification of Trustees.

Each Trustee shall be indemnified by the Owners against all expenses and liabilities, including attorneys' fees, reasonably incurred or imposed upon him in connection with any proceeding to which he may be a party, or which he may become involved, solely by reason of his being or having been a Trustee, or any settlement thereof, whether or not he is a Trustee at the time the expenses are incurred, except in such cases wherein the Trustee is adjudged guilty of wilful misfeasance or malfeasance in the performance of his duties, provided, that in the event of a settlement, the indemnification shall apply only when the Board of Trustees approves such settlement and reimbursement as being for the best interests of the Board of Trustees and the Association.

ARTICLE VII

OFFICERS

SECTION 1. Election and Designation of Officers.

The Board of Trustees shall elect a President, a Vice-President, a Secretary and a Treasurer. The Board of Trustees may also appoint an Assistant Treasurer, an Assistant Secretary and such other officers as in their judgment may be necessary. The President and the Treasurer shall be members of the Board of Trustees and all officers shall be Members of the Association or an officer or representative of Developer.

SECTION 2. Term of Office; Vacancies.

The officers of the Association shall hold office until the next organizational meeting of the Board of Trustees and until their successors are elected, except in the case of resignation, removal from office or death. The Board of Trustees may remove any officer at any time with or without cause by a majority vote of the Trustees then in office. Any vacancy in any office may be filled by the Board of Trustees.

SECTION 3. The President.

The President shall preside at all meetings of the Board of Trustees, shall see that orders and resolutions of the Board of Trustees are carried out and shall sign all notes, checks, leases, mortgages, deeds, and all other written instruments, which shall be countersigned as provided below.

SECTION 4. The Vice-President.

The Vice-President shall perform all the duties of the President in his absence.

SECTION 5. The Secretary.

The Secretary shall be ex officio the secretary of the Board of Trustees, shall record the votes and keep the minutes of all proceedings in a book to be kept for the purpose. He shall sign all certificates of membership. He shall keep the records of the Association. He shall record in a book kept for that purpose the names of all Members of the Association together with their addresses as registered by such Members. He shall countersign all leases, mortgages, deeds and all other written instruments, along with the President, or in his absence, the Vice-President.

SECTION 6. The Treasurer.

The Treasurer shall receive and deposit in appropriate bank accounts all monies of the Association and shall disburse such funds as directed by resolution of the Board of Trustees, provided, however, that a resolution of the Board of Trustees shall not be necessary for disbursements made in the ordinary course of business conducted within the limits of a budget adopted by the Board. The Treasurer shall sign all checks and notes of the Association, provided that such checks and notes shall also be signed by the President, or in his absence, by the Vice-President.

The Treasurer shall keep proper books of account and cause an annual audit of the Association books to be made by a certified public accountant at the completion of each fiscal year. He shall prepare an annual budget and an annual balance sheet statement and the budget and balance sheet statement shall be presented to the membership at its regular annual meeting.

SECTION 7. Other Officers.

The Assistant Secretaries and Assistant Treasurers, if any, and any other officers which the Board of Trustees may appoint shall, respectively, have such authority and perform such duties as may be determined by the Board of Trustees.

SECTION 8. Delegation of Authority and Duties.

The Board of Trustees is authorized to delegate the authority and duties of any officer to any other officer and generally to control the actions of the officers and to require the performance of duties in addition to those mentioned herein.

ARTICLE VIII

MEETINGS OF MEMBERS

SECTION 1. Annual Meeting.

The regular annual meeting of the Members shall be held on the third Saturday of the month of January in each year at ten o'clock a.m. or at such other time as may be designated in the notice of such meeting.

SECTION 2. Special Meetings.

Special meetings of the Members for any purpose may be called at any time by the President, the Vice-President, the Secretary or the Treasurer, or by any two or more Members of the Board of Trustees, or upon written request of the Members who have a right to vote one-fourth of all of the votes of the entire membership or who have a right to vote one-fourth of the votes of the Class A membership.

SECTION 3. Notices of Meetings.

Not less than seven (7) nor more than sixty (60) days before the day fixed for a meeting of the Members of the Association, written notice stating the time, place and purpose of such meeting shall be given by or at the direction of the Secretary of the Association or any other person or persons required or permitted by these By-Laws to give such notice. The notice shall be given by personal delivery or by mail to each Member of the Association who is an Owner of record of a Lot or Living Unit located in The Properties as of the day next preceding the day on which notice is given. If mailed, the notice shall be addressed to the Members of the Association at their respective addresses as they appear on the records of the Association. Notice of the time, place

and purposes of any meeting of Members of the Association may be waived in writing, either before or after the holding of such meeting, by any Members of the Association, which writing shall be filed with or entered upon the records of the meeting. The attendance of any Member of the Association at any such meeting without protesting, prior to or at the commencement of the meeting, shall be deemed to be a waiver by him of notice of such meeting.

SECTION 4. Quorum; Adjournment.

Except as may be otherwise provided by law or by the Declaration, at any meeting of the Members of the Association, the Members of the Association entitled to exercise a majority of the voting power of the Association present in person or by proxy shall constitute a quorum for such meeting, provided, however, that the Members of the Association entitled to exercise a majority of the voting power represented at a meeting of Members, whether or not a quorum is present, may adjourn such meeting from time to time. If any meeting is adjourned, notice of such adjournment need not be given if the time and place to which such meeting is adjourned are fixed and announced at such meeting.

SECTION 5. Majority Vote.

For the purposes of these By-Laws, any requirement herein to "a majority of the voting power of the Association" shall mean the vote of the Class A and Class B Members voting as a whole as one combined class of stock, except as to the number of votes which each Class A and each Class B Member is entitled to vote. The vote of a majority of the total voting power of the Association at a meeting at which a quorum is present shall be binding upon all Members for all purposes except where in the Declaration, or these By-Laws or by law, a higher percentage vote is required.

SECTION 6. Order of Business.

The order of business of meetings of the Members of the Association shall be as follows:

- (1) Calling of meeting to order.
- (2) Proof of notice of meeting or waiver of notice.
- (3) Reading of minutes of preceding meeting.
- (4) Reports of Officers.
- (5) Reports of Committees.
- (6) Election of Inspectors of election.
- (7) Election of Trustees.
- (8) Unfinished and/or old business.
- (9) New Business.
- (10) Adjournment.

SECTION 7. Place of Meetings.

Meetings of Members may be held within or without the State of Ohio at the discretion of the Board of Trustees.

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SECTION 8. Irregular Elections and Votes.

Notwithstanding any good faith error or irregularities (including, but not limited to, the lack of a quorum) with respect to the nomination or election of any member of the Board or any officer of the Association or with respect to any action taken by the Association, all acts and omissions, in good faith and otherwise in compliance with the law and the Declaration and these By-Laws, shall be binding and effective as if such errors or irregularities had not occurred; provided, however, that the required notice to Association members or Board members was made in each case.

ARTICLE IX

PROXIES

SECTION 1. Authorized.

At all corporate meetings of Members of the Association, each Member may vote in person or by proxy.

SECTION 2. Requirements and Duration.

All proxies shall be in writing and filed with the Secretary prior to commencement of the meeting at which such proxy is to be voted. No proxy shall extend beyond a period of eleven (11) months, and every proxy shall automatically cease upon sale by the Member of his Lot or Living Unit.

SECTION 3. All Proxies Revocable.

All proxies shall be revocable at any time by actual notice to the Secretary of the Association by the Member making such designation. Notice to the Association in writing or in open meeting of the revocation of the designation of a proxy shall not affect any vote or act previously taken or authorized.

ARTICLE X

DETERMINATION AND PAYMENT OF ASSESSMENTS

SECTION 1. Obligation to Pay Assessments.

It shall be the duty of the Developer for each Lot with a house thereon and Living Unit owned by it and leased or rented to another person, and of each other Owner to pay his proportionate share of the assessment for the expenses of administration, maintenance and repair of the Common Properties and of the other expenses provided for herein. Such proportionate share shall be calculated by dividing the total amount of expenses by the total number of Lots and Living Units to be assessed and each assessment shall be in the same amount for each such Lot or Living Unit. Payment thereof shall be in such amounts and at such times as may be determined by the Board of Trustees of the Association, as hereinafter provided and in accordance with the provisions of the recorded Declaration of Covenants and Restrictions.

SECTION 2. Preparation of Estimated Budget.

Each year on or before December 1st, the Association shall estimate the total amount necessary to pay the cost of wages, materials, insurance, services and supplies which will be required during the ensuing calendar year for the rendering of all services, together with a reasonable amount considered by the Association to be necessary for a reserve for contingencies

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and replacements and shall on or before December 15th notify the Owner of each such Lot and Living Unit in writing as to the amount of such estimate, with reasonable itemization thereof. Said "estimated cash requirement" shall be assessed to said Owners according to the proportionate shares set forth in Section 1 of this Article X. On or before January 1st of the ensuing year, the Owner of each such Lot and Living Unit shall be obligated to pay to the Association or as it may direct, the assessments made pursuant to this paragraph. On or before the date of the annual meeting of each calendar year, the Association shall supply to all Owners an itemized accounting of the maintenance expenses for the preceding calendar year actually incurred and paid together with a tabulation of the amounts collected pursuant to the estimates provided, and showing the net amount over or short of the actual expenditures plus reserves. In no event, however, shall the annual assessment for years beginning prior to January 1, 2000 exceed One Hundred Fifty Dollars (\$150.00) per Lot or Living Unit. Any builder who purchases a Lot from Developer shall have no liability to pay any general or special assessment for a period of one (1) year from the transfer of title to such Lot to such builder.

SECTION 3. Reserve for Contingencies and Replacements.

The Association shall build up and maintain a reasonable reserve for contingencies and replacements. Extraordinary expenditures not originally included in the annual estimate which may be necessary for the year, shall be charged first against such reserve. If the "estimated cash requirement" proves inadequate for any reason, including non-payment of any Owner's assessment, the Association shall prepare an estimate of the additional cash requirements necessary, or necessary for the balance of the year, which additional amount of cash requirement shall be assessed to all of the Owners, and shall be considered as part of the annual assessment. The Association shall serve notice of such further assessment on all Owners by a statement in writing giving the amount and reasons therefor, and such further assessment shall become due and payable no later than thirty (30) days after the delivery or mailing of such notice of further assessments.

SECTION 4. Budget for First Year.

When the first Board of Trustees elected hereunder takes office, the Association shall determine the "estimated cash requirement", as hereinabove defined, for the period commencing thirty (30) days after the said election and ending on December 31st of the calendar year in which said election occurs. Assessments shall be levied against the Owners during said period as provided in Section 2 of this Article X.

SECTION 5. Failure to Prepare Annual Budget.

The failure or delay of the Association to prepare or serve the annual or adjusted estimate on an Owner shall not constitute a waiver or release in any manner of such Owner's obligation to pay the maintenance costs and necessary reserves, as herein provided, whenever the same shall be determined, and in the absence of any annual estimate or adjusted estimate, the Owner shall continue to pay the annual charge at the existing rate established for the previous year until such new annual or adjusted estimate shall have been mailed or delivered.

SECTION 6. Books and Records of Association.

The Association shall keep full and correct books of account and the same shall be open for inspection by any Owner or any representative of an Owner duly authorized in writing, at such reasonable time or times during normal business hours as may be requested by the Owner. Upon ten (10) days notice to the Board of Trustees and payment of a reasonable fee, any Owner shall be furnished a statement of his account setting forth the amount of any unpaid assessments or other charges due and owing from such Owner.

SECTION 7. Status of Funds Collected by Association.

All funds collected hereunder shall be held and expended solely for the purposes designated herein, and (except for such special assessments as may be levied hereunder against less than all of the Owners, and for such adjustments as may be required to reflect delinquent or prepaid assessments) shall be deemed to be held for the use, benefit and account of all of the Owners in the proportion set forth in Section 1 of this Article X.

SECTION 8. Remedies for Failure to Pay Assessments.

If an Owner is in default in the payment of the aforesaid charges or assessments for ten (10) days, the Board of Trustees may bring suit for and on behalf of themselves and as representatives of all of the Owners, to enforce collection thereof or to foreclose the lien therefor as provided in the Declaration; and, there shall be added to the amount due, the cost of said suit together with interest at the rate of three percent (3%) above the prime rate of interest from time to time charged by Society Bank, N.A. and reasonable attorneys' fees to be fixed by the Court. To the extent permitted by the Declaration, any decision or any statute or law now or hereafter effective, the amount of any delinquent and unpaid charges or assessments, and interest, costs and fees as above provided, shall be and become a lien or charge against the ownership of the Owner involved when payable and may be foreclosed by action brought in the name of the Board of Trustees as in the case of foreclosure of liens against real estate, as provided in the Declaration. Any mortgagee shall be entitled to written notice of such failure to pay such assessment.

ARTICLE XI

AMENDMENTS

SECTION 1. Procedure.

These By-Laws may be amended, at a regular or special meeting, provided that any matter stated herein to be or which is in fact governed by the Declaration of Covenants and Restrictions applicable to The Properties may not be amended except as provided in such Declaration.

SECTION 2. Conflicts.

In the case of any conflict between the Covenants and Restrictions applicable to The Properties and these By-Laws, the Covenants and Restrictions shall control.

SECTION 3. Rights Not Impaired.

No amendment shall be effective to impair or dilute any rights of Members that are governed by the recorded Declaration of Covenants and Restrictions applicable to The Properties (as, for example, membership and voting rights) which are part of the property interests created thereby.

ARTICLE XII

GENERAL PROVISIONS

SECTION 1. Copies of Notice to Mortgage Lenders.

Upon written request to the Board of Trustees of any duly recorded mortgage or trust deed against any Lot or Living Unit, the Board of Trustees shall give such mortgage holder a copy of any and all notices permitted or required by the Declaration or these By-Laws to be given to the Owner or Owners whose Lot or Living Unit ownership is subject to such mortgage or trust deed.

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SECTION 2. Service of Notice on Devisees and Personal Representatives.

Notices required to be given any devisees or personal representatives, of a deceased Owner may be delivered either personally or by mail to such party at his, her or its address appearing on the records of the court wherein the estate of such deceased Owner is being administered.

SECTION 3. Disposition of Assets Upon Dissolution.

Upon dissolution of the Association, the assets, both real and personal of the corporation, shall be dedicated to an appropriate public agency or utility to be devoted to purposes as nearly as practicable the same as those to which they were required to be devoted by the corporation. In the event that such dedication is refused acceptance, such assets shall be granted, conveyed and assigned to any non-profit corporation, association, trust or other organization to be devoted to purposes as nearly as practicable the same as those to which they were required to be devoted by the corporation. No such disposition of Association properties shall be effective to divest or diminish any right or title of any Member vested in him under the recorded Covenants and Restrictions applicable to The Properties unless made in accordance with the provisions of the Declaration of such Covenants and Restrictions.

SECTION 4. Non-Waiver of Covenants.

No covenants, restrictions, conditions, obligations or provisions contained in the Declaration of Covenants and Restrictions applicable to The Properties or these By-Laws shall be deemed to have been abrogated or waived by reason of any failure to enforce the same irrespective of the number of violations or breaches which may occur.

SECTION 5. Agreements Binding.

All agreements and determinations lawfully made by the Association in accordance with the procedures established in the Declaration and these By-Laws shall be deemed to be binding on all Owners, their successors, heirs and assigns.

SECTION 6. Severability.

The invalidity of any covenant, restriction, condition, limitation or any other provision of these By-Laws, or of any part of the same, shall not impair or affect in any manner the validity, enforceability or effect of the rest of these By-Laws.

IN WITNESS WHEREOF, QUEENSWOOD DEVELOPERS, INC., has executed these By-Laws as of this 18th day of February, 1999.

QUEENSWOOD DEVELOPERS, INC.

By: 
Richard A. Puzitello, Jr., President

CUYAHOGA COUNTY
OFFICE OF FISCAL OFFICER - 6
DECL 8/18/2014 8:46:02 AM
201408180008

AMENDMENT TO THE
BYLAWS
OF
ASHLEY OAKS HOMEOWNERS ASSOCIATION, INC.

THIS WILL CERTIFY THAT A COPY OF THIS AMENDMENT TO THE BYLAWS OF
ASHLEY OAKS HOMEOWNERS ASSOCIATION, INC. WAS FILED IN THE OFFICE
OF THE COUNTY RECORDER OF CUYAHOGA COUNTY, OHIO.

DATED: _____

BY: _____

**AMENDMENT TO THE BYLAWS OF ASHLEY OAKS HOMEOWNERS
ASSOCIATION, INC.**

WHEREAS, the Bylaws of Ashley Oaks Homeowners Association, Inc., (the "Bylaws"), was originally recorded December 15, 2010 with the Cuyahoga County Recorder, at document #201012150339; and

WHEREAS, the Ashley Oaks Homeowners Association, Inc., (the "Association") is a non-profit corporation consisting of all Members in the Ashley Oaks Homeowners Association and as such is the representative of all Members; and

WHEREAS, Article XI of said Bylaws authorizes amendments; and

WHEREAS, the vote of at least a majority of the total voting power of the Association at a meeting of the Owners have executed an instrument in writing setting forth specifically the new matter to be added to the Bylaws; and

WHEREAS, attached hereto as Exhibit A is an Affidavit of the President of the Association that proper notice of the Amendment was delivered personally or sent by mail to all Owners on the records of the Association and any mortgage holder who has requested, in writing, to receive a copy of any and all notices permitted or required to be given to the Owners whose Unit is subject to such mortgage; and

WHEREAS, the Association has in its records the consents to the Amendment signed by Owners representing a majority of the voting power and further has in its records the consents, if any, of the mortgage holders on record with the Association whose consent is required for the proposed Amendment as certified by the Secretary in the attached Exhibit B; and

WHEREAS, the Association has in its records the power of attorney signed by Owners representing a majority of the voting power authorizing the officers of the Association to execute this recorded document on their behalf; and,

WHEREAS, the proceedings necessary to amend the Bylaws as required by Chapter 5312 of the Ohio Revised Code and the Bylaws of Ashley Oaks Homeowners Association, Inc., have in all respects been complied with.

NOW THEREFORE, the following hereby amends the Bylaws for Ashley Oaks Homeowner's Association, Inc.:

DELETE Article IX, Section 2 and REPLACE with the following language for Article IX, Section 2 entitled "Requirements and duration" of the Bylaws as follows:

Section 2. All proxies shall be in writing and filed with the Secretary prior to the commencement of the meeting at which such proxy is to be exercised. The proxy for the Annual Meeting will extend for five (5) years to begin at the next scheduled Annual Meeting. All other proxies shall be effective for the dates stated in such proxy but in no case more than five (5) years from signing date. Every proxy shall automatically cease upon sale of the Member of his Lot or Living Unit . Any proxy shall be invalidated for any particular meeting covered by such proxy and attended in person by the signer.

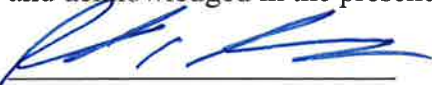
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IN WITNESS WHEREOF, the officers of Ashley Oaks Homeowners Association, Inc. have caused the execution of this instrument this 11 day of JULY 2014.

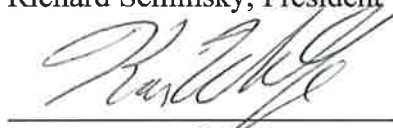
ASHLEY OAKS HOMEOWNERS ASSOCIATION, INC.

Signed and acknowledged in the presence of all:

By:


Richard Seminsky, President

By:


Kevin Wolfe, Secretary

This instrument prepared by:

Ott & Associates Co., L.P.A.
1300 East 9th Street, Suite 1520
Cleveland, Ohio 44114
Telephone: (216) 771-2600
Facsimile: (216) 830-8939

STATE OF OHIO)
) SS.
COUNTY OF CUYAHOGA)

BEFORE ME, a Notary Public in and for said County, personally appeared the above-named **Ashley Oaks Homeowners Association, Inc.**, by its President, **RICHARD SEMINSKY**, and its Secretary, **KEVIN WOLFE**, who acknowledged that they did sign the foregoing instrument and that the same is their free act and deed of said corporation and the free act and deed of each of them personally and as such officers.

IN WITNESS WHEREOF, I have hereunto set my hand and official seal at STRONGSVILLE, Ohio, this 11 day of JULY, 2014.

RAND T. LENNOX
NOTARY PUBLIC • STATE OF OHIO
Recorded in Cuyahoga County
My commission expires 12-15-2016



Notary Public

EXHIBIT A

AFFIDAVIT

STATE OF OHIO)
) SS.
COUNTY OF CUYAHOGA)

RICHARD SEMINSKY, being first duly sworn, states as follows:

1. He is the President of the Ashley Oaks Homeowners Association, Inc.
2. As such President, he caused copies of the Bylaws for **ASHLEY OAKS HOMEOWNERS ASSOCIATION, INC.** to be delivered personally or sent by mail to all Owners on the records of the Association and any mortgage holder who has requested, in writing, to receive a copy of any and all notices permitted or required to be given to the Owners whose Unit is subject to such mortgage.
3. Further affiant sayeth naught.



RICHARD SEMINSKY, President

BEFORE ME, a Notary Public in and for said County, personally appeared the above-named **RICHARD SEMINSKY** who acknowledges that he did sign the foregoing instrument and that the same is his free act and deed.

IN WITNESS WHEREOF, I have hereunto set my hand and official seal at STRONGSVILLE, Ohio, this 11 day of JULY, 2014.

RAND T. LENNON
NOTARY PUBLIC • STATE OF OHIO
Recorded in Cuyahoga County
My commission expires 12-15-2016



Notary Public

CERTIFICATION OF SECRETARY


 KEVIN WOLFE, Secretary

IN TESTIMONY WHEREOF, I have hereunto set my hand and official seal at STRONGSVILLE, Ohio, this 11 day of JULY, 2014.



Notary Public