

**CUYAHOGA COUNTY RECORDER  
PATRICK J. O'MALLEY  
DEED 12/17/2004 11:26:13 AM  
200412170227**

**MASTER DECLARATION**

**OF**

**EASEMENTS, COVENANTS AND RESTRICTIONS**

**FOR**

**EMERY WOODS**

**Warrensville Heights, Cuyahoga County, Ohio**

**The development of the real property that is the subject of the following Declarations is subject to the terms of a Development Agreement, as amended, between the City of Warrensville Heights, Ohio and Emery Woods, LLC. Under the terms of the Development Agreement, the real property may be subject to the levy and collection of special assessments by the City, and builders may be required to assume certain obligations by entering into an assumption agreement with the City.**

Being Developed by:

Emery Woods LLC  
an Ohio limited liability company  
20104 Chagrin Blvd.  
Shaker Hts., Ohio 44122  
Phone: (216) 295-6020

*US Title Emery Woods*

**TABLE OF CONTENTS**

ARTICLE I            RECITALS; PROPERTY SUBJECT TO  
THIS MASTER DECLARATION .....2

1.1                    Recitals.....2

1.2                    Property.....2

1.3                    Expansion and Contraction of the Property.....2

1.4                    Builders.....2

ARTICLE II           EXHIBITS AND DEFINITIONS .....3

2.1                   Exhibits. ....3

2.2                   Definitions. ....3

ARTICLE III          EASEMENTS .....9

3.1                   Utility Easements. ....9

3.2                   Access and Right-of-Way. ....9

3.3                   Common Areas. ....9

3.4                   Encroachments. ....9

3.5                   Easements Reserved to Declarant. ....10

3.6                   Right of Entry for Repair, Maintenance and Restoration. ....10

3.7                   Construction in Easements. ....10

3.8                   Easements for Community Signs. ....10

3.9                   Emergency and Service Easements. ....10

3.10                  Wetland Easements. ....11

3.11                  General. ....11

3.12                  Easement to Run with Land. ....11

ARTICLE IV          DESIGN REVIEW COMMITTEE .....11

4.1                   Structure of Design Review Committee .....11

4.2                   Approval of Plans .....12

4.3                   Grounds for Disapproval.....13

4.4                   Right of Appeal.....13

4.5                   Variances.....13

4.6                   Approval Expiration.....14

4.7                   Violation of Article.....14

4.8                   Cost of Design Review Committee.....15

4.9                   Liability of Members of the Design Review Committee.....15

**MASTER DECLARATION  
EXECUTION COPY**

ARTICLE V	COVENANTS, CONDITIONS AND RESTRICTIONS.....	15
5.1	Intent. ....	15
5.2	Covenant of Good Maintenance. ....	15
5.3	Temporary Structures. ....	16
5.4	Vehicles. ....	16
5.5	Fences, Walls, Hedges, Etc. ....	16
5.6	Offensive Activities. ....	16
5.7	Animals. ....	16
5.8	Storage of Material and Trash Handling. ....	17
5.9	Pipelines and Drilling. ....	17
5.10	Home Uses. ....	17
5.11	Firearms; Preservation of Wildlife. ....	18
5.12	Control of Trucks and Commercial Vehicles. ....	18
5.13	Use of Common Areas or Lots. ....	18
5.14	Repair or Removal of Damaged Property. ....	18
5.15	Impairment of Structural Integrity of Homes. ....	19
5.16	Hazardous Uses and Waste. ....	19
5.17	Laundry. ....	19
5.18	Drainage Ditches. ....	19
5.19	Alteration of Wetlands. ....	19
5.20	Visible Areas. ....	19
5.21	Renting or Leasing. ....	19
5.22	Names of Owners. ....	20
5.23	Poles, Wires Antennae and Satellite Dishes. ....	20
5.24	Waiver of Subrogation. ....	20
5.25	Signs. ....	20
5.26	Violation of Article V. ....	21
ARTICLE VI	COMMON AREAS.....	21
6.1	Conveyance of Common Areas. ....	21
6.2	Use of Common Areas. ....	22
ARTICLE VII	THE ASSOCIATION.....	22
7.1	Existence. ....	22
7.2	Membership. ....	22
7.3	Voting Rights. ....	22
7.4	Board of Trustees and Officers. ....	22
7.5	Cluster Areas. ....	23

**MASTER DECLARATION  
EXECUTION COPY**

7.6	Rights of the Master Association. ....	23
ARTICLE VIII	RESPONSIBILITIES OF THE ASSOCIATION AND OWNERS .....	24
8.1	Responsibilities of the Master Association. ....	24
8.2	Responsibilities of Owners .....	28
8.3	Standards for Maintenance and Repair. ....	29
ARTICLE IX	RIGHTS OF DECLARANT .....	29
9.1	General Powers. ....	29
9.2	Modification of Design. ....	29
9.3	Additional Property. ....	30
9.4	Deletion of Land. ....	30
9.5	Modification of Common Areas and Entrances. ....	30
9.6	Development. ....	30
ARTICLE X	COMMON COSTS – ASSESSMENTS .....	30
10.1	Common Costs. ....	30
10.2	Operating Budget and Annual Assessments. ....	31
10.3	Payment of Common Costs During Start-Up Period. ....	31
10.4	Common Costs After the End of the Start-Up Period. ....	32
10.5	Assessments. ....	32
10.6	Special Assessments. ....	32
10.7	Creation of Lien and Personal Obligation. ....	33
10.8	Non-Liability of Foreclosure Sale Purchaser for Past-Due Amounts. ....	33
10.9	Liability for Assessments upon Voluntary Conveyance. ....	33
10.10	Exemption from Liens and Assessments. ....	33
10.11	Additional Assessments. ....	34
10.12	Exempt Property. ....	34
ARTICLE XI	LIENS .....	34
11.1	Perfection of Liens. ....	34
11.2	Duration of Lien. ....	34
11.3	Priority. ....	35
11.4	Dispute as to Assessment. ....	35
11.5	No Waiver Implied. ....	35
11.6	Personal Obligations. ....	35

**MASTER DECLARATION  
EXECUTION COPY**

ARTICLE XII	REMEDIES OF THE ASSOCIATION .....	35
12.1	Suspension of Entitlement to Use Common Areas. ....	35
12.2	Rights of Master Association and Declarant. ....	36
12.3	Failure to Pay. ....	36
12.4	Rights Against Heirs, Etc. ....	36
12.5	Denial of Voting Rights. ....	36
ARTICLE XIII	GENERAL PROVISIONS .....	37
13.1	Covenants Run with the Land; Binding Effect. ....	37
13.2	Duration of Easements, Covenants and Restrictions. ....	37
13.3	Plural Owners. ....	37
13.4	Notices. ....	37
13.5	Enforcement - Waiver. ....	38
13.6	Construction of the Provisions of this Master Declaration. ....	38
13.7	Amendments. ....	38
13.8	Severability. ....	40
13.9	Attorneys' Fees. ....	40
13.10	Rule Against Perpetuities. ....	40
13.11	No Partition. ....	40
13.12	Condemnation. ....	40
13.13	Arbitration.....	41

**MASTER DECLARATION OF  
EASEMENTS, COVENANTS AND RESTRICTIONS**

**FOR**

**EMERY WOODS**

**("Master Declaration")**

**THIS MASTER DECLARATION** on the later of the dates in the notarial clauses below, by Emery Woods LLC, an Ohio limited liability company (the "Declarant"), and Emery Woods Master Association, Inc. a non-profit Ohio corporation (the "Master Association").

**RECITALS:**

A. The Declarant is the owner of real property in Warrensville Heights, Cuyahoga County, Ohio, legally described in Exhibit A (the "Property") and desires to create thereon a planned community in accordance with the Master Site Plan (hereafter defined) and in accordance with the U-7C Zoning Classification of the City of Warrensville Heights, Ohio.

B. The Property consists of Sublots, Common Green Space, Cluster Sublots, Cluster Common Areas and Recreational Facilities, all as hereafter defined.

C. The Property may be developed in whole or in part: (a) as one or more residential communities; (b) for open space and/or recreational purposes; or (c) any combination of the foregoing.

D. The Declarant decides to provide for: (a) the orderly development of the Property; (b) the establishment and maintenance of architectural and design controls and standards; (c) the preservation of Common Green Space; (d) the use and maintenance of the Areas of Common Responsibility (hereinafter defined); (e) the compliance with the Development Agreement and the Wetland Permits (hereinafter defined); and (f) the protection of values within the Property. The foregoing is being provided so that the residents of the Property may enjoy a fine environment for themselves and their families. For such purposes, the Declarant has prepared this Master Declaration to define the manner in which the Property shall be governed and administered.

(E) A Master Association would be required to regulate, administer and govern the Property (including the ownership of Common Green Space and Recreational Facilities) for the fulfillment of the foregoing purposes with the power to levy and collect Assessments for Owners (hereinafter defined) within the Property and to pay the cost and expense of operating, maintaining, repairing and replacing the Areas of Common Responsibility. The Declarant has

**MASTER DECLARATION  
EXECUTION COPY**

assigned such functions to Emery Woods Homeowners Association, Inc., a corporation not for profit, that Declarant has caused to be created under the laws of the State of Ohio. In addition, the Cluster Association would be required to regulate, administer and govern the Cluster Areas of the Property and to administer the Cluster Common Areas.

**DECLARATION:**

**NOW THEREFORE**, Declarant declares that the Property shall be owned, held, transferred, sold, conveyed, used and occupied subject to the covenants, conditions, restrictions, easements, assessments, charges and liens (collectively, the "Covenants and Restrictions") provided in this Master Declaration, which Covenants and Restrictions shall run with the land and shall be binding on and inure to the benefit of all persons having any right, title, or interest in any part of the Property, their respective heirs, personal representatives, successors and assigns.

**ARTICLE I**

**RECITALS; PROPERTY SUBJECT TO THIS MASTER DECLARATION**

1.1 **Recitals.** The Recitals are incorporated in and made a part of this Master Declaration.

1.2 **Property.** The Property initially which is and shall be owned, held, transferred, sold, conveyed, used, and occupied subject to this Master Declaration is Property in Exhibit A.

1.3 **Expansion and Contraction of the Property.**

(a) Declarant may add additional property to the Property, as such Property may be expanded from time-to-time by Declarant, at any time by the filing of an amendment hereto on the plat of the Property, including but not limited to the property described on Exhibit B. By his acceptance of a deed for any Home, an Owner hereby authorizes Declarant as his attorney-in-fact to execute and file such plat.

(b) Declarant reserves the right to delete lands from the Property (including, without limitation, lands designated as Common Areas) and thereby to free such lands from the provisions of this Master Declaration, at any time by the filing of an amendment hereto on the plat of the Property. By his acceptance of a deed for any Home, an Owner hereby authorizes Declarant as his attorney-in-fact to execute and file such plat.

1.4 **Builders.**

It is the intention of Declarant to eventually convey portions of the properties (which the exception of the Common Area and land developed by Declarant) as blocks and/or sublots to various builders for the improvement of the blocks with various types of residential buildings, those blocks, known as Cluster Areas shall be the subject of the Cluster Declaration, which Declarant will file against the Cluster Area prior to conveyance to such builders.

**MASTER DECLARATION  
EXECUTION COPY**

**ARTICLE II  
EXHIBITS AND DEFINITIONS**

2.1 Exhibits. The following exhibits are attached to and made a part of this Master Declaration:

- Exhibit A: The legal description of the Property, which may hereafter be amended or modified by Declarant as provided herein.
- Exhibit B: The legal description for the Expansion Area.
- Exhibit C: A copy of the plat of Emery Woods, which plat may hereafter be amended or modified by Declarant as provided herein.
- Exhibit D: The Articles of Incorporation of Emery Woods Homeowners Master Association filed with the Secretary of State of the State of Ohio
- Exhibit E: The Bylaws of Emery Woods Homeowners Association.
- Exhibit F: Site Plan
- Exhibit G: Assessments during Start-Up Period.
- Exhibit H: Wetland Permit Summary
- Exhibit I: Wetlands Drawing

2.2 Definitions. The following definitions are applicable to this Master Declaration:

(1) “Additional Assessments” shall mean the assessments imposed against an Owner by the Master Association pursuant to **Section 10.11**.

(2) “Areas of Common Responsibility” The Areas of Common Responsibility shall mean and refer to: (1) the Common Areas, including Common Green Space; (2) the entrances to the property situated off of existing and future public streets that abut the property including the entrance to St. Germain Boulevard off of Emery Road (the “Entrances”) and cul-de-sacs on St. Germaine Boulevard and Du Sable Court (collectively “Cul-de-Sacs”) and landscaping, irrigation systems, sprinklers (if any) and other improvements at the Entrances and Cul-de-Sacs; (3) any security facilities, walls and fences; (4) signs, streetlights (if any) and walks, bridges and pathways (if any); (5) storm drainage easements that generally serves the Property, including storm retention and detention pond (if any) including the drainage easement as depicted on the Plat; (6) the Berms (defined below); (7) snow removal of Common Areas and maintenance of originally installed landscaping in accordance with Section 8.1 hereof; (9) real and personal property owned by the Master Association; (10) real and personal property not owned by the



**MASTER DECLARATION  
EXECUTION COPY**

Master Association but determined by the Master Board to be the responsibility of the Master Association; and (11) together with those areas, if any, which by contract with any commercial establishment or association, or with any local governmental authority become the responsibility of the Master Association. Any public rights-of-way within or adjacent to the Property may be part of the Areas of Common Responsibility.

(3) "Assessments" The Assessments levied against all owners of Homes and Vacant Sublots to fund Common Expenses. The assessments payable for a Cluster Area shall be determined by the number of Cluster Sublots that may be created.

(4) "Berms" shall mean the mounded landscape area within the 20-foot wide strip along right-of-way of Emery Road on Sublots 58-61, 64 and 70-72 and located in the Cluster Area.

(5) "Builder" means a person acquiring title to a portion or all of the Property for the sole purpose of engaging in the business of improving the Property with Homes for sale.

(6) "City" means the City of Warrensville Heights, Ohio, a municipal corporation organized and existing under the laws of the State of Ohio.

(7) "City Road Assessment" means the special assessment assessed by the City against the Cluster Sublots and Sublots pursuant to the Development Agreement.

(8) "Cluster Area" means the area designated on the Plat known as Sublots 50-63 and 65-72.

(9) "Cluster Association" means Emery Woods Cluster Home Association, Inc., a non-profit Ohio corporation created to own and/or use, govern, operate, control and administer the Cluster Common Areas including the Cluster Association Roads. All owners of Cluster Homes shall be members of the Cluster Association. A Cluster Association shall not be dissolved nor shall it dispose of any Cluster Common Areas without having established a successor entity to take over said Property pursuant to the city zoning regulations.

(10) "Cluster Association Roads" means the private roads within Cluster Areas serving the Homes situated on the Cluster Sublots. The Cluster Association Roads are owned and administered by the Cluster Association.

(11) "Cluster Common Areas" means all portions of a Cluster Area which have been designated as Areas of Common Responsibility including Cluster Association Roads, parking areas, walkways, utility easements and cul-de-sacs.

(12) "Cluster Declaration" means the Declaration of Easements, Covenants and Restrictions for Emery Woods Cluster Homes.

**MASTER DECLARATION  
EXECUTION COPY**

(13) "Cluster Homes" means a single-family or attached dwelling situated within a Cluster Area. Cluster Homes are included in the definition of Homes set forth herein.

(14) "Cluster Owner" means the owner of a Cluster Home. Unless the context clearly indicates to the contrary, the term Owner (hereinafter defined) includes a Cluster Owner.

(15) "Cluster Sublot". A platted lot within the Cluster Area.

(16) "Common Area" and "Common Areas" means that portion of the Property (including the improvements thereto and facilities thereon) designated by Declarant for ownership by the Master Association for the common use and enjoyment of the Members and Occupants (as such Common Area may be modified by Declarant pursuant to **Section 9.4** and **Section 1.3**. The Common Area to be used by the Master Association after Declarant ceases to have an Ownership Interest in any Lot or Home as provided in **Section 6.1**, or earlier, if the Declarant conveys such area to the Master Association prior to such time, is described as follows: all portions of the Property excluding (i) any roadways, utilities, including sanitary and storm sewers and waterlines, dedicated by Declarant and accepted by the municipality, including St. Germain Boulevard and Du Sable Court; (ii) fee simple title to Lots (as the Lots may be modified by Declarant) and improvements, if any, within such Lots; and (iii) the Cluster Common Area. The Common Area is expected to include (i) the Entrances, as said Entrances may be modified by Declarant pursuant to **Section 9.5**, and landscaping and other improvements at the Entrances in the Cul-de-Sacs, and the Berms; (ii) any security systems, walls and fences; (iii) Common Green Space; (iv) signs, street lights (if any), walks, bridges or pathways (if any); (v) storm drainage easements that generally serves the Property and ponds (if any), including storm retention and detention ponds (if any); (vi) club house and Recreational Facilities; (vii) scenic overlooks; (viii) streams, parks and Wetland Areas; and (ix) real and personal property owned by the Master Association. The Common Areas are subject to amendment and modifications by Declarant (until such time as Declarant ceases to have an Ownership Interest in any of the Property) by modification or amendment hereof and/or by the filing of an amended plat with the appropriate governmental offices.

(17) "Common Costs". The actual and estimated expenses of operating the Master Association, both for general and special purposes, including reasonable reserves, all as may be found to be necessary and appropriate by the Master Board pursuant to this Master Declaration, the Master Code and the Articles of Incorporation of the Master Association.

(18) "Common Green Space". Undeveloped land, including wetlands, scenic overlook, streams or land developed for Recreational Facilities which are designed primarily for the uses with the Owners within the Property. The Common Green Space is to be owned and administered by the Master Association.

(19) "Community Wide Standard". Community Wide Standard shall mean the standard conduct, maintenance and other activity generally prevailing within the Property. Such standard may be more specifically determined and set forth by the Master Board.

**MASTER DECLARATION  
EXECUTION COPY**

(20) “Declarant” means Emery Woods, LLC, and its successors and assigns. No Person shall be deemed to be a successor or assign of the original Declarant for the purposes of this Master Declaration unless such Person has been specifically so designated by Declarant, by instrument in writing and placed of record.

(21) “Development Agreement” shall mean that certain Development Agreement, as amended, between City of Warrensville Heights, Ohio and Emery Woods, LLC that provides, among other things, for the levy and collection of special assessments against the (Property) under certain circumstances and for the assumption of certain obligations under the Development Agreement by certain builders by entering into an assumption agreement.

(22) “Emery Woods” means the residential community to be developed by Declarant as described in Recital A to this Master Declaration and being all of the Property.

(23) “Home” shall mean an individual unit of residential housing situated on an individual Lot for use and occupancy as a single family residence, cluster home or any other type of living unit permitted to be constructed upon the Property under the applicable zoning code that now exists, as hereafter amended. For purposes of this Declaration, a Home shall come into existence when the improvements constructed thereon are sufficiently complete to reasonably permit the habitation thereof, whether or not a certificate of occupancy has been issued for the Home by the governmental authority having jurisdiction over the same.

(24) “Lot” means any subplot shown on the plat attached hereto as Exhibit A (as same may be amended or modified) upon which a Home has been or is intended to be constructed and which is or will be treated by the Auditor of Cuyahoga County, Ohio, as a separate tax parcel for the purpose of assessing real property taxes. The location and dimensions of each Lot and the number of Lots in the aggregate are subject to amendment and modifications by Declarant (until such time as Declarant ceases to have an Ownership Interest in any of the Property) by modification or amendment hereof and/or by the filing of an amended plat with the appropriate governmental offices.

(25) “Master Association” means Emery Woods Master Association, Inc., an Ohio non-profit corporation, its successors and assigns, created to govern, operate, control and administer Emery Woods, including, without limitation, the Common Areas and the Lots (to a more limited degree) and to supervise and enforce the Covenants and Restrictions.

(26) “Master Board” means the Board of Trustees of the Master Association.

(27) “Master Declaration” means this Master Declaration of Easements, Covenants and Restrictions.

(28) “Master Site Plan” The preliminary site plan of the Property and adjacent lands which currently shows a total of 68 dwelling units, including 48 Sublots and 20 Cluster Sublots, as may be supplemented, modified and amended from time to time.

(29) “Member” means a member of the Master Association, being Declarant and the other Owners.

**MASTER DECLARATION  
EXECUTION COPY**

(30) "Occupant" means the person in possession of a Home including, without limitation, an Owner, any guest, invitee, lessee, tenant, or family member of an owner occupying or otherwise living in a Home.

(31) "Owner" means any Person (including Declarant) who holds part or all of the record title to a Home or to a leasehold estate in any Home having an initial term of fifty (50) years or more. The word "Owner" shall not include (i) any Person holding, whether or not of record, a non-possessory future interest to a Home or to a leasehold estate in a Home having an initial term of less than fifty (50) years; and (ii) any Person having an interest merely as security for the payment of or performance of an obligation unless and until said Person shall have acquired title pursuant to foreclosure or any act or proceeding in lieu of foreclosure. In the case of a land installment contract, the vendee shall be deemed the Owner, absent an agreement between vendor and vendee otherwise. Each Owner shall be treated for all purposes as a single Owner for each Home held irrespective of whether such ownership is joint or in common. In the event such ownership interest is joint or in common, the majority vote of the Owners shall be necessary to cast any vote to which such Owners are entitled.

(32) "Ownership Interest" means the fee simple interest of Declarant or any Owner of a Lot, Home, or any other land or real property within the Property or the leasehold estate of an Owner or Declarant having an initial term of fifty (50) years or more therein.

(33) "Person" means a natural person, corporation, partnership, limited partnership, trust and any other legal entity to which the law attributes the capacity of holding title to real property or to which the law attributes rights and duties.

(34) "Property" means the land shown on the drawing attached hereto as Exhibit C and legally described in Exhibit A constituting Emery Woods in its entirety as said land may, at any time until Declarant ceases to have an Ownership Interest in any of the Property, be (i) enlarged by Declarant's addition, from time-to-time, of land to the Property, as it may be enlarged from time-to-time, and (ii) contracted by Declarant's deletion, from time to time, of land from the Property.

(35) "Proportionate Share" means a share to each Owner (excluding (i) Declarant during the Start-Up Period and from and after the end of the Start-Up Period until such time, if ever, that Declarant owns and leases out for rent a Home for a profit and (ii) during the Start-Up Period, the Owner of any Home which is used as a model Home with respect to the sale of Homes in Emery Woods) based upon one share for each Home. In the event the Property is expanded to include additional Homes, the Proportionate Shares of the respective Homes will be uniformly reallocated to take such additional Homes into consideration so that the total Proportionate Shares of all Homes (excluding (i) Home(s) owned by Declarant during the Start-Up Period and Home(s) owned by Declarant from and after the end of the Start-Up Period unless Declarant leases such Homes out for rent for a profit and (ii) during the Start-Up Period, any Home which is used as a model Home with respect to the sale of Homes in Emery Woods), adjusted at hundredths, equals 100%.

**MASTER DECLARATION  
EXECUTION COPY**

(36) "Recreational Facilities". Shall include the clubhouse and attendant recreational facilities available for use by the Owners within the Property and shall be owned and administered by the Master Association.

(37) "Rules" means such rules and regulations to govern the operation and use of the Homes, the Lots, Common Area and any other Property owned by the Master Association as may be adopted from time to time by Declarant (as long as Declarant has an Ownership Interest in any of the Property) and thereafter by the Board to implement and carry out the provisions and intent of this Master Declaration.

(38) "Special Assessments" shall mean the assessments imposed against an Owner by the Master Association pursuant to **Section 10.6**.

(39) "Start-Up Period" means the period commencing upon the filing of this Master Declaration for record with the Cuyahoga County Recorder and ending on the earlier of (i) the date that Declarant has completed the sale of all Homes in Emery Woods as expanded, (ii) the date that Declarant is no longer the only Member of the Master Association entitled to vote, or (iii) December 31, 2010.

(40) "Sublot" means a platted sublot, not a cluster sublot, within which a single family detached Home may be built.

(41) "Tenant" means a Person living in and having a possessory leasehold interest in a Home, other than an Owner.

(42) "Vacant Sublot" shall mean, at any given time, any portion of the Property: (1) that is either a Sublot or a Cluster Sublot for which a plat has been recorded, designating such portion of the Property as a lot upon which only one single-family residence may be constructed; (2) which has been conveyed to a person or entity other than the Declarant; and (3) upon which no Home is situated.

(43) "Vacant Sublot Owner" shall mean the record titleholder other than the Declarant, whether one or more persons or entities of the fee simple to any Vacant Sublot. The term Vacant Sublot Owner shall not mean or refer to any mortgagee of any Vacant Sublot unless and until such mortgagee has acquired title to such Vacant Sublot pursuant to foreclosure or any proceeding in lieu of foreclosure.

(44) "Waterline Easements" shall mean those waterline easements granted by Declarant against the Property in favor of the City of Cleveland for the purpose of establishing water mains.

(45) "Wetland Permits" shall mean and refer to that certain Ohio EPA Wetlands Permit COE #2003-01848, dated April 28, 2004 issued to the Declarant and all of the rights and obligations set forth therein and the Wetland National Permit No. 39, consistent with the Army Corps of Engineer permit to Declarant dated January 27, 2004, modified June 16, 2004, a summary thereof is attached hereto as **Exhibit J**.

**MASTER DECLARATION  
EXECUTION COPY**

(46) "Wetlands Areas" means those areas designated on the Plat as Wetlands including but not limited to wetlands, streams and Buffer Area as described in Exhibit H and as shown on Exhibit I. The Buffer Area is a 10 to 50 foot Buffer Area contiguous to such wetlands and streams (the "Buffer Area").

**ARTICLE III  
EASEMENTS**

3.1 Utility Easements. Declarant and each Builder and/or the Master Association, as the case may be, shall have the right and easement to install, operate, use, maintain, repair and replace or grant to any other Person, utility or public authority the right to install, operate, use, maintain, repair or replace, in, on, over or under any portion of the Property determined by Declarant and/or the Master Association, as the case may be, including but not limited to the Waterline Easements, any pipes, conduits, ducts, wires, facilities, television cables and equipment, and utility lines and systems to provide or furnish electricity, telephone, television and other communications, sanitary sewers and storm sewers, drainage, gas, water, energy of all types and utility services of all types to or for the benefit of one or more Owners and/or the Master Association, Cluster Association and Declarant and the Master Association shall have the right to do all things reasonably necessary in connection therewith. There is hereby reserved in favor of the Declarant and the Master Association the right (but not the obligation) to grant neighboring property owners easements for utility purposes so long as the granting of such easements does not overburden the utilities serving the Property.

3.2 Access and Right-of-Way. Declarant, its agents, contractors and employees, the Master Association, its agents, contractors and employees, and all Owners and Occupants, their families, guests, licensees, invitees, mortgagees and lessees, shall have the perpetual and non-exclusive right of ingress, egress, access and passage to, from and over all portions of the Property (including, without limitation, the Cluster Common Area (excluding the Berms) and all Cluster Association Roads) subject to rules adopted by the Master Association.

3.3 Common Areas. Declarant, all Owners, Occupants and guests of such parties shall have the right to enter upon, use and enjoy the Common Areas (including Common Green Space and Recreational Facilities) and the Cluster Common Areas (excluding the Berms) for their intended purposes in accordance with this Master Declaration and the applicable rules.

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

**MASTER DECLARATION  
EXECUTION COPY**

intentionally created. Encroachments created by the initial construction of Homes by Declarant are and will be acceptable to all Owners even if created intentionally by Declarant.

3.5 Easements Reserved to Declarant. For any time that Declarant or Builder owns a fee simple interest in the Property, Declarant reserves the right and easement for itself and its guests, invitees, agents, contractors, material suppliers and others performing work and furnishing materials to construct Homes and other improvements upon the Property to go upon all portions of Emery Woods (including the inside of a Home provided that reasonable oral notice is given), for the purpose of developing, constructing, reconstructing, improving, repairing, maintaining, inspecting, selling, or otherwise dealing with any portion of the Common Area or any Lot, building, Home or other structures and improvements within Emery Woods. Included in the foregoing shall be the Declarant's right to maintain upon the Property (a) signage for the advertisement and sale of real estate within the Property; (b) construction offices/trailers, model units, and sales offices for real estate within the Property; and (c) temporary construction easements granted to Cuyahoga County for purposes of widening Emery Road Declarant, its guests, licensees and invitees shall have an easement for access to all such facilities. This Section may not be amended or modified without the express written consent of Declarant.

3.6 Right of Entry for Repair, Maintenance and Restoration. There is hereby reserved for the benefit of the Master Association and its agents, employees, successors and assigns unalienable transferable and perpetual right and easement to enter upon any Vacant Sublot, upon the unimproved portions of Homes and upon any Cluster Common Area and Areas of Common Responsibility for the purpose of mowing, removing, clearing, cutting or pruning underbrush weeds, stumps or other unsightly trash, growth and removing trash and debris in order to maintain reasonable standards of health, fire, safety and appearance within the Property, provided that such easements shall not impose any duty or obligation upon Declarant or the Master Association to perform any such actions, and provided further that in the exercise of its rights hereunder, the Master Association shall be entitled to be reimbursed by such Owner pursuant to **Article 7** hereof.

3.7 Construction in Easements. No structure, planting or other material shall be placed or permitted to remain within the easements for the installation and maintenance of utilities and drainage facilities which may damage or interfere with the installation and maintenance of utility lines or which may change the direction of the flow of drainage channels in the easements or which may obstruct or retard the flow of water through drainage channels in the easement areas. The utility facilities within the easement areas shall be subject to the right of the Master Board to maintain the same, and its right to delegate that right to a public authority or utility.

3.8 Easements for Community Signs. Easements are created over the Common Areas to install, maintain, repair, replace and illuminate signs that are for the general benefit of the Property. The type, size and location of the signs shall be subject to the laws of the City and other governmental authorities having jurisdiction.

3.9 Emergency and Service Easements. Easements are created in favor of fire, police, health, sanitation, medical ambulance, school buses, mail services, utility company, public or

**MASTER DECLARATION  
EXECUTION COPY**

private emergency and service personnel and their vehicles shall have an easement for ingress and egress over and across the roads or drives including the Cluster Association Roads within the Property for performance of their respective duties. Included in the easements created by this section is the grant of an easement to the City and other appropriate governmental bodies of the right of entrance to the Common Green Space, Cluster Common Area and Recreational Facilities for emergency purposes or in the event of nonperformance of maintenance and improvements effecting the public interest. Such governments shall have the right, after proper notice, to make improvements and perform maintenance functions with the cost levied in accordance with **Article X** hereof against (a) the Master Association and its Members with respect to Common Green Space and Recreational Facilities, or (b) a Cluster Association and its Members with respect to Cluster Common Area. Advanced notice is not necessary for emergency entrance onto such Common Green Space, Cluster Common Area or Recreational Facilities.

3.10 Wetland Easements. Declarant does hereby reserve for the benefit of Declarant, Builders, the Master Association, the Cluster Association and their respective agents, employees, successors and assigns an unalienable, transferable and perpetual right and easement on or across all Property to insure compliance with the Wetlands Permits, including but not limited to maintenance of Wetlands Area and to guarantee their preservation for wetland and wildlife resources. In addition, Declarant reserves the right to grant a conservation easement to a not-for-profit 501(c)(3) grantee with respect to the Wetlands Areas.

3.11 General. The easements and grants provided herein shall in no way affect any other recorded grants or easements. Failure to refer specifically to any or all of the easements and/or rights described in this Master Declaration in any deed of conveyance or in any mortgage or other evidence of obligation shall not defeat or fail to reserve said rights or easements but the same shall be deemed conveyed or encumbered, as the case may be, along with the Home or Lot.

3.12 Easement to Run with Land. All easements and rights described herein are easements pertinent to the Property including the Homes and Common Areas and the Cluster Common Areas shall run with said lands perpetually and at all times shall inure to the benefit of and being binding upon the Declarant, Builders, and successor and assigns and any owner, tenant, occupant, purchaser, mortgagee or other person having an interest in the Property.

ARTICLE IV  
DESIGN REVIEW COMMITTEE

4.1 Structure of Design Review Committee. The Design Review Committee (sometimes referred to as the "DRC") shall be composed of up to five (5) natural persons (but not less than three (3) natural persons) who need not be Members of the Master Association or Occupants. The size of the DRC and the persons who shall serve on the DRC shall be designated from time to time by (a) Declarant for so long as the Declarant is a Member of the Master Association (unless Declarant shall sooner notify the Master Board in writing that Declarant has waived its rights under this subsection) and (b) the Master Board of the Master Association thereafter. After the initial term of each member of the DRC, the regular term of



**MASTER DECLARATION  
EXECUTION COPY**

office for such member shall be three (3) years with terms staggered so that one of three members (or no more than two of five members) terms expiring each year. Accordingly, one member (or two members if there are five members of the DRC) shall be designated for an initial term of three (3) years, one member (or two members if there are five members of the DRC) shall be designated for an initial term of two (2) years, and the remaining member will be designated for an initial term of one (1) year. A member of the DRC may be removed with or without cause by the Declarant or the Master Board, as the case may be, by written notice to such appointee, and a successor or successors appointed to fill such vacancy shall serve the remainder of the term of the former member. The DRC shall elect a chairman and he or she, or in his or her absence, the vice chairman, shall preside at the meetings of the DRC. The affirmative vote of a majority of the members of the DRC shall be required in order to adopt or promulgate any Rule or to issue any permit, authorization or approval pursuant to this Article. The DRC is authorized to retain the services of consulting architects, landscape architects, engineers, inspectors and/or attorneys in order to advise and assist the DRC in performing its functions set forth herein.

4.2 Approval of Plans

(a) Architectural Approval. Except for the Declarants and a Builder, no building or structure shall be commenced, erected, placed, moved onto or permitted to remain on the Property nor shall any building or structure be altered, modified or changed in any way which changes the exterior or the appearance thereof, nor shall any new use be commenced or made on the Property or any part thereof unless an application, plans and specifications for the proposed construction, installation or change, including the description of any proposed new use thereof, shall have been submitted to and approved in writing by the DRC. Furthermore, following approval of any plans and specifications by the DRC, representatives of the DRC shall have the right at reasonable hours to enter upon the building site and inspect the improvements with respect to which construction is underway to determine whether or not the previously approved plans and specifications are being complied with.

(b) Landscaping Approval. No hedge or shrubbery planting or tree which obstructs sight-lines of any road shall be placed or permitted to remain on any Vacant Sublot or Lot where such hedge, shrubbery, tree or other planting interferes with traffic sight-lines, including sight-lines at the intersection of a driveway and any road. Unless located within ten (10) feet of a Home, no Owner, other than Declarant or a Builder, shall be entitled to cut, remove, or mutilate any trees, shrubs, bushes, or other vegetation having a trunk diameter of four (4) inches or more at a point of three (3) feet above ground level, without obtaining the prior approval of the DRC except dead or diseased trees which are inspected and certified as dead or diseased by the DRC or its representatives, as well as dead or diseased shrubs, bushes, or other vegetation, shall be cut and removed from any Vacant Sublot or Lot by the Builder or Owner of the same.

(c) Design Review Committee Policies and Guidelines. Plans and specifications for buildings and other structures and for landscaping shall conform to a document entitled "Design Review Committee Policies and Guidelines" (the "Manual") on file with the Master Association, as the same may be amended from time to time by the DRC. Any conflict between the provisions of the DRC Policies and Guidelines, and the provisions of this Master Declaration shall be resolved in favor of this Master Declaration. The plans and specifications submitted to the DRC shall be in such form and shall contain such information as may be reasonably required

**MASTER DECLARATION  
EXECUTION COPY**

by the DRC. PROVIDED, HOWEVER, the provisions of this subsection requiring submission of plans and specifications to, and approval by the DRC, shall not be applicable to the Declarant nor any entity related to or affiliated with the Declarant.

Declarant or the Master Association may at any time cause design and construction criteria for other structures within the Property including, without limitation, recreation structures, to be prepared and made applicable to the Property.

The decision of the DRC shall be based upon the applicable Manual (as then amended) in effect of the time that the plans and specifications are submitted to the DRC.

4.3 Grounds for Disapproval. The DRC shall have the right to disapprove any plans and specifications submitted hereunder because of any of the following: (a) failure of such plans and specifications to comply with any Covenants and Restrictions contained in this Master Declaration or with design and construction criteria adopted by Declarant or the Master Association or the DRC; (b) failure to include information in such plans and specifications as may have been reasonably requested; (c) incompatibility of design or appearance of any proposed structure or building with any existing or contemplated structures or buildings upon the same or other nearby property; (d) objection to the location of any proposed structures or buildings upon any portion of the Property with reference to any other area in the vicinity; (e) objection to the grading plan; (f) objection to the landscape plan; (g) objection to the color scheme, finish, proportions, style or architecture, height, bulk or appropriateness of any proposed building or structure; (h) objection based solely on aesthetic reasons; or (i) any other matter, in the reasonable judgment of the DRC, that will render the proposed building or structure or use inharmonious with the general plan of the improvement for the Property, or with the buildings, structures or uses located upon other parts of the Property or in the vicinity of the proposed building, structure or use.

In any case where the DRC shall disapprove any plans and specifications submitted hereunder or shall approve the same only as modified or under specified conditions, such disapproval or qualified approval shall be accompanied by a written statement of the grounds upon which such action was based. In any such case, the DRC shall, if requested, make reasonable efforts to assist and advise the applicant to enable the applicant to provide an acceptable proposal for submission for approval.

4.4 Right of Appeal If the DRC shall disapprove any plans and specifications submitted hereunder, there shall be a right to appeal such decision to the Master Board. Such appeal must be submitted to the Master Board by the applicant, in writing, within ten (10) days after receipt of notice of the decision from the DRC. No later than thirty (30) days after receipt of notice of appeal, the Master Board shall examine the plans and specifications submitted, as well as the grounds upon which the DRC disapproves such plans and specifications. The affirmative vote of at least two-thirds (2/3rds) of the members of the Master Board shall be required to reverse or modify a decision of the DRC.

4.5 Variances The DRC may authorize variances from compliance with any of the provisions of the Design Review Committee Policies and Guidelines when circumstances such as topography, natural obstructions, hardship, aesthetic, or environmental considerations require,

**MASTER DECLARATION  
EXECUTION COPY**

but only in accordance with duly adopted rules and regulations. Such variances may only be granted, however, when unique circumstances dictate and no variance shall (a) be effective unless in writing; (b) be contrary to the restrictions set forth in the body of this Master Declaration; or (c) prevent the DRC from denying a variance in other circumstances. For purposes of this Section, the inability to obtain approval of any governmental agency, or the issuance of any permit, or to comply with the terms of any financing shall not be considered a hardship warranting a variance.

4.6 Approval Expiration. Applicants must begin construction within one hundred twenty (120) days after final approval by the DRC in accordance with the DRC Policies and Guidelines. Failure to do so will automatically revoke approval without prior notice from the DRC. Time extensions may be requested from the DRC if written requests are received prior to the expiration of the one hundred twenty (120) days after final approval by the DRC. The DRC shall have the right to grant or reject a request for an extension of time in its sole and absolute discretion.

4.7 Violation of Article

(a) If any building or structure shall be altered, erected, placed or maintained upon any portion of the Property, or any new use is commenced on any portion thereof otherwise than in accordance with plans and specifications approved by the DRC (unless exempt pursuant to the provisions of this Article IV), such alteration, erection, placement, maintenance or use shall be deemed to have been undertaken in violation of this Article and without the approval required herein. Upon written notice from either the DRC, any Board member or officer of the Master Association or the Declarant, any such building so altered, erected, placed or maintained upon any portion of the Property in violation hereof shall be promptly removed or altered and any such use shall be terminated as to extinguish such violation.

(b) If within seven (7) days after written notice of such a violation reasonable steps have not been taken by the violator toward the alleviation or termination of the same or if such remedial action is not prosecuted with due diligence until satisfactory completion thereof, the Master Association and/or Declarant shall have the right, through agents and employees, to enter upon the land and/or Home and to summarily abate and/or remove any building or structure, or to take such steps as may be necessary to extinguish such use, or to otherwise cure the violation. In addition to the foregoing, the Master Association and/or Declarant shall have the right to obtain an injunction from any court having jurisdiction for the cessation of such alteration, erection, maintenance or use which is in violation of this Article. The rights and remedies of the Master Association and Declarant pursuant to the Article shall be non-exclusive and in addition to any other rights or remedies available at law or in equity. Moreover, the failure or neglect to enforce any term, covenant, condition, restriction, right or procedure herein shall in no event and under no circumstances be construed, deemed or held to be a waive with respect to any subsequent breach or violation thereof Subject to the provisions of the Master Code entitled "Hearing Procedure", a Person in violation of this Article shall be obligated to the Master Association and/or Declarant for the amount of all costs and expenses, including attorneys and paralegals fees, incurred to remedy any such violation. If said amounts are not paid within ten (10) calendar days following said notification, then said amount shall be "delinquent" and shall, upon perfection as provided in Section 11.1, become a continuing lien upon the portion of the

**MASTER DECLARATION  
EXECUTION COPY**

Property owned or occupied by such Person(s) and a personal obligation of the Person(s) violating this Article IV. In addition, the Owner of any portion of the Property shall be liable jointly and severally for any obligations of any Occupant of such Owner's property.

4.8 Cost of Design Review Committee. The Declarant and the Master Association shall establish an annual budget for the cost and expenses of the DRC which may include, among other things, compensation for its members, support staff and the employment of professional consultants. The budget shall be part of the Common Costs. The Board and/or the DRC shall have the right to charge fees sufficient to cover the expense for processing applications; reviewing plans, specifications and related data, whether or not the same are approved or disapproved, and compensating any consulting architects, landscape architects, designers, inspectors and/or attorneys retained in accordance with the terms hereof. The Declarant shall be exempt from any such fees.

4.9 Liability of Members of the Design Review Committee. No Member of the DRC shall be liable to the Association, any Member or any Person for his acts or omissions or failure to act in any particular manner

ARTICLE V  
COVENANTS, CONDITIONS AND RESTRICTIONS

5.1 Intent. The intent of this Master Declaration is to cause the Property to be kept and maintained as a high quality residential community. Therefore, the covenants and restrictions provided in this article shall be applicable to the owners, land contract vendees, lessees, tenants and occupants of the Property. The following covenants and restrictions shall be broadly construed and interpreted in furtherance of this intent. Any subsequent amendment, declaration or other document for any Cluster Area may impose stricter standards than those contained in this article, so as long as such standards do not conflict with the Community-Wide Standards. The Master Association, acting through its Master Board, shall have standing and power to enforce such standards. The Master Association, acting through the Master Board, shall have authority to make and enforce standards and restrictions governing the use of the Property in addition to those contained herein and to impose reasonable user fees for use of Common Area facilities. Such regulations and use restrictions shall be binding upon all owners, land contract vendees, lessees, tenants and occupants.

5.2 Covenant of Good Maintenance. To the degree of responsibility herein assigned, each Owner, Occupant, the Cluster Association and Master Association shall keep and maintain all land located within the Property owned, leased or controlled by such Person and all improvements, buildings and structures therein or thereon, in a clean and safe condition, in good order and repair, attractive looking and neat, including, but not limited to the seeding, watering, and mowing of all lawns; the pruning and cutting of all trees, shrubbery and grass, the painting (or other appropriate external care) of all buildings, structures and other improvements located thereon, and in accordance with applicable building, fire and health codes, all in a manner and with such frequency as is consistent with good property management. Each Owner and Cluster Association shall be obligated to pay costs incurred by the Master Association for repairing,

**MASTER DECLARATION  
EXECUTION COPY**

replacing and maintaining or cleaning any item which is the responsibility of such Owner or Cluster Association, but which responsibility such Owner or Cluster Association fails to discharge.

5.3 Temporary Structures. No temporary building, trailer, tent, recreation vehicle, shack, garage, barn or other outbuilding or similar structure (except for a party tent which can be in place in a backyard for no more than 48 hours) shall be constructed or maintained, temporarily or permanently, on any part of the Property at any time; provided, however, that the Declarant shall have the right to construct and maintain any such temporary structure for use in connection with the development of the Property and/or the sale of Homes.

5.4 Vehicles. Licensed automobiles in working condition may be parked in the confines of a Home's garage, in the appurtenant entrance driveway of a Home, and in the parking areas, if any, designated by the Master Board; provided that the Home's garage shall be the primary parking area for all automobiles. No boat, truck (larger than a 1-ton truck that has a dump bed or flat bed), trailer, airplane, junk car, unlicensed vehicle, or recreational vehicle camper, camper trailer, boat trailer, all terrain vehicle, snowmobile, commercial vehicle, tractor, bus, farm equipment, off-road vehicles or any vehicle with commercial advertising shall be parked on any part of the Property except within the confines of a garage provided that (a) such vehicle fits within the confines of the garage and does not prohibit the closing of the garage door and (b) the parking of such vehicle shall not prohibit the use of the garage as the primary parking area for all licensed automobiles. Notwithstanding the foregoing, a boat, truck, trailer or recreational vehicle may be parked within the appurtenant entrance driveway of a Home for the limited purpose of loading or unloading the same in an expeditious manner for a period not to exceed twelve (12) hours. In no event shall any vehicle or personal property of any kind be parked in the Cluster Association Roads shown on the plat attached hereto as Exhibit C, unless authorized in advance in writing by the Master Board. Furthermore, all street parking of motor vehicles shall be in accordance with the City's zoning ordinance.

5.5 Fences, Walls, Hedges, Etc. Fences, walls, trees, hedges and shrub plantings shall be maintained in a sightly and attractive manner.

5.6 Offensive Activities. No noxious or offensive activity shall be conducted upon any portion of the Property (including the Homes situated thereon), or upon the Common Areas, nor shall any portion of the Property (including the Homes and Common Areas) be used in any way or for any purpose which may endanger the health of or unreasonably disturb any Occupant. The Board shall have absolute power to determine what is "reasonable" and "unreasonable" under this Section.

5.7 Animals. Except as hereinafter provided, no animals, livestock, reptiles or poultry of any kind shall be raised, bred or kept in any Home or on any part of the Property. Notwithstanding the foregoing, usual and common household domestic pets, not bred or maintained for commercial purposes, may be maintained in any Home, provided that:

**MASTER DECLARATION  
EXECUTION COPY**

- (i) no more than three (3) pets may be maintained in any Home, with a maximum of two (2) dogs;
- (ii) the maintaining of animals shall be subject to such rules and regulations as the Master Board may from time to time promulgate. The right of an Occupant to maintain an animal in a Home (or outside a Home within such Home's fenced-in patio or deck) shall be subject to termination if the Master Board, in its full and complete discretion, determines that maintenance of the animal constitutes a nuisance or creates a disturbance, annoyance or detrimental effect on Emery Woods or other Homes or Occupants; and
- (iii) dogs shall at all times whenever they are outside a Home (i) be confined on a leash held by a responsible person, or (ii) confined within the Home's patio or deck, provided such patio or deck is fenced-in to prohibit the escape of such dogs outside the boundaries of such patio or deck.

The Master Board shall have absolute power to prohibit a pet from being kept on the Property or within a Home if the Master Board finds a violation of this Section.

5.8 Storage of Material and Trash Handling. No lumber, metals, bulk material, refuse or trash shall be burned, whether in indoor incinerators or otherwise, kept, stored or allowed to accumulate on any portion of the Property, except normal residential accumulation pending pick-up and except building materials during the course of construction or reconstruction of any building or structure. If trash or other refuse is to be disposed of by being picked up and carried away on a regular reoccurring basis, containers may be placed and permitted to remain in the open only on any day that pick-up is to be made, so as to provide access to persons making such pick-up. At all other times such containers shall be stored in garages or in other interior areas expressly designated by the Master Board for such purpose. No dumping shall be permitted on any part of the Property.

5.9 Pipelines and Drilling. No water pipe, gas pipe, sewer pipe, or drainage pipe shall be installed or maintained on any portion of the Property above the surface of the ground, except hoses and movable pipes used for temporary irrigation purposes. No portion of the surface or subsurface of the Property shall be used for the purpose of boring, mining, quarrying, exploring, or removing oil, gas or other hydrocarbons, minerals, gravel or earth.

5.10 Home Uses. Except as otherwise specifically provided in this Master Declaration or by Rules developed in accordance with this Master Declaration, no Home shall be used for any purpose other than that of a residence for individuals living together as a single housekeeping Home and home office use, and uses customarily incidental thereto, provided, however, that no Home may be used as a group home (to the extent such restriction is enforceable by law), commercial foster home, fraternity or sorority house, or any similar type of lodging, care or treatment facility. Notwithstanding the foregoing: (i) an Occupant maintaining a personal or professional library, keeping personal business or professional records or accounts, conducting personal business, making professional telephone calls or corresponding, in or from a

**MASTER DECLARATION  
EXECUTION COPY**

Home, is engaging in a use expressly declared customarily incidental to residential use and is not in violation of these restrictions; (ii) it shall be permissible for the Declarant to maintain one or more Homes as sales and rental models and offices for real estate within or outside the Property, and for storage and maintenance purposes for any time that Declarant owns a fee simple interest in any of the Property; and (iii) one or more Homes may be maintained for the use of the Master Association in fulfilling its responsibilities.

5.11 Firearms; Preservation of Wildlife. Firearms, ammunition, and explosives of every kind shall not be discharged, nor shall any traps or snares be set, nor shall any fishing, hunting, or poisoning of wildlife of any kind be permitted in or upon the Property, except for rodent control or except upon prior written approval of the Master Board.

5.12 Control of Trucks and Commercial Vehicles. Other than during the construction or reconstruction of the Homes, no tractor trailers, commercial tractors, commercial vehicles, road machinery or excavating equipment shall be permitted to remain on any portion of the Property for any period of time whatsoever, except while making deliveries or performing services thereon and except as necessary for the construction, reconstruction or repair of buildings or structures. The Master Board shall have the right to adopt Rules with respect to the use or storage of such vehicles on the Property.

5.13 Use of Common Areas or Lots. The Common Areas shall be used in common by Home Owners and Occupants and their Tenants, agents, servants, customers, invitees and licensees, in accordance with the purposes for which they are intended, reasonably suited and capable, in accordance with the Master Declaration, the Wetland Permits and the applicable Rules and as may be required for the purposes of access, ingress to, egress from, use, occupancy and enjoyment of Homes. Unless expressly provided otherwise herein, no Common Areas shall be used for any purpose other than the health, safety, welfare, convenience, comfort, recreation or enjoyment of Home Owners and Occupants. No Person shall use the Common Areas or shall construct, install or permit anything to remain in the Common Areas or the Lots, except as expressly permitted by this Master Declaration and as set forth in the Rules.

5.14 Repair or Removal of Damaged Property. In the event that any improvement, building or structure within the Property shall be damaged or destroyed by any event, casualty or occurrence, whether intentional or unintentional, the Owner thereof shall promptly commence the repair or rebuilding of said improvement following such damage or destruction and thereafter diligently and continuously complete the same; provided, however, that if any facility located on the Common Areas shall be damaged or destroyed, such facility shall be repaired or restored unless the damage or destruction is not covered by insurance and the cost of such repair or restoration is fifty percent (50%) or more of the replacement value thereof, in which event the Master Board may decide not to rebuild or restore said damaged or destroyed facility. Following the date that Declarant shall no longer be the only Member of the Master Association entitled to vote, the Master Board shall have the right as provided in **Section 8.1(a)** to determine not to restore any Common Area facility which is damaged, whether or not the same is covered by insurance.

**MASTER DECLARATION  
EXECUTION COPY**

5.15 Impairment of Structural Integrity of Homes. Nothing shall be done in any Home or in, on or to any Lot which will impair the structural integrity of any Home.

5.16 Hazardous Uses and Waste. Nothing shall be done or kept in, on or to any part of the Property which will increase the rate of insurance applicable for the residential use of any Home and the contents thereof, without the prior written consent of the Master Board. No Owner shall permit anything to be done or kept in, on or to his Lot or Home or in the Common Area which will result in the cancellation of insurance on his Home or any other Home, or on the contents thereof, or which would be in violation of any law. No waste of any of the Property shall be committed.

5.17 Laundry. No clothes, sheets, blankets, or laundry of any kind shall be hung out or exposed to view from any part of the Property.

5.18 Drainage Ditches. No Person shall interfere with the free flow of water through any drainage ditches or storm sewers within the Property. The City or other governmental authority having jurisdiction shall have the right to enter upon the Common Areas of the Property to repair and maintain all storm, drainage, courses, ditches, structures and appurtenances including without limitation the box storm sewer and the other storm sewers, for the purposes of relieving any flooding conditions or threatened flooding conditions which might be harmful to other property within the City.

5.19 Alteration of Wetlands. Every Person shall comply with the Wetland Permits. No activity (including without limitation) weed eating, mowing, plant removal, plant trimming, dredging or filling, shall be conducted at the Property which would in any manner disturb or potentially disturb either 1) designated Wetlands Areas within the Property or 2) wetland vegetation within wetland buffer area without the prior written consent of the Master Association and unless such permits (if required) required to conduct such activity have been first obtained from any governmental authorities having jurisdiction over wetlands.

5.20 Visible Areas. Nothing shall be caused or permitted to be hung or displayed on the outside or inside of windows (except inoffensive decorations, drapes, curtains, or louvered blinds) or placed on the outside walls of a building or otherwise outside of a Home, or any part thereof, and no sign, awning, canopy, shutter, or any other device or ornament, shall be affixed to or placed upon the exterior walls or roof or any part thereof, or in, on, or over a Lot, patio or balcony, unless authorized in writing by the Master Board or Rules adopted in accordance herewith. All toys and other equipment shall be stored in the Owner's garages overnight, unless such equipment is permanent in nature and affixed to the ground and other than movable basketball backboards.

5.21 Renting or Leasing. No Home or part thereof shall be rented or used for transient or hotel purposes, which is defined as: (i) rental for any period less than one (1) year; (ii) rental under which occupants are provided customary hotel services such as room service for food and beverages, maid service, the furnishing of laundry and linen, busboy service, and similar services; or (iii) rental to roomers or boarders, that is, rental to one or more persons of a portion



**MASTER DECLARATION  
EXECUTION COPY**

of a Home only. No Home or part thereof shall be rented to any person under the age of twenty-two (22) years; provided however, other Occupants of the Home may be under such age. No lease may be of less than an entire Home. Any lease agreement shall be in writing, shall provide that the lease shall be subject in all respects to the provisions hereof, the Bylaws and to the Rules promulgated from time to time by the Master Board, and shall provide that the failure by the Tenant to comply with the terms of the Master Declaration, the Bylaws and Rules shall be a default under the lease. Prior to the commencement of the term of a lease the Home Owner shall notify the Master Board, in writing, the name or names of the Tenant or Tenants and the time during which the lease term shall be in effect.

5.22 Names of Owners. To enable the Master Association to maintain accurate records of the names, addresses and phone number of Owners and other Occupants of Homes, each Owner agrees to notify the Master Association, in writing, within five (5) days after such Owner's Home has been transferred or leased to another person. In addition, each Owner agrees to provide to a purchaser or Tenant of such Owner's Home a copy of this Master Declaration, the Bylaws and the Rules.

5.23 Poles, Wires, Antennae and Satellite Dishes. Subject to applicable easement rights, no facilities, including poles and wires, for the transmission of electricity, telephone messages, ham radio messages and the like shall be placed or maintained above the surface of the ground in any portion of the Property without the prior written approval of the DRC. This provision shall not apply to temporary facilities for the construction or repair of any building or other structure. The foregoing shall not prevent an Owner from placing a satellite dish in his/her backyard provided the same is not visible from any street unless approved by the DRC.

5.24 Waiver of Subrogation. Declarant, each Owner and Occupant, and any other Person that owns, leases, operates or controls any portion of the Property, as a condition of accepting title and/or possession of a Lot, Home or any other portion of the Property, and the Master Association agree, for themselves, and their respective successors, heirs, executors, administrators, personal representatives, assigns and lessees, provided said agreement does not invalidate or prejudice any policy of insurance, that in the event that any building, structure or improvement within the Property or the fixtures or personal property of anyone located therein or thereon are damaged or destroyed by fire or other casualty that is covered by insurance of Declarant, any Owner, Occupant or any other Person that owns, leases, operates or controls any portion of the Property or the Master Association and the lessees and sublessees of any of them or required to be covered by insurance hereunder, the rights, if any, of any of them against the other, or against the employees, agents, licensees or invitees of any of them with respect to such damage or destruction and in respect of any loss resulting therefrom are hereby waived.

5.25 Signs. Except as provided in the following sentences, no sign or other advertising device of any nature shall be placed upon any portion of the Property including, without limitation, "For Rent" and "For Sale" signs. Notwithstanding the foregoing, the restrictions of this Section 5.26 shall not apply to Declarant and/or Builder and the Declarant or a real estate company authorized by Declarant and/or Builder, or the Master Association after Declarant no

**MASTER DECLARATION  
EXECUTION COPY**

longer owns any of the Property, shall reasonably allow a "For Sale" sign to be located near the public street upon request of an Owner.

5.26 Violation of Article V. (a) If any Person required to comply with the following Covenants and Restrictions is in violation of any one of the same, Declarant (as long as Declarant is a Member of the Master Association) or the Master Association shall have the right to give notice to such Person to terminate, remove or extinguish such violation. Such notice shall expressly set forth the facts constituting such violation.

(b) Except in the case of an emergency situation, the violating party shall have fifteen (15) days after written notice of the violation to take reasonable action to cause the removal, alleviation or termination of same. In the case of any emergency situation, or if within fifteen (15) days after written notice of such a violation reasonable steps have not been taken toward the removal, alleviation or termination of same, or if such remedial action is not prosecuted with due diligence and until satisfactory completion of same, Declarant or the Master Association shall have the right to obtain an injunction from any court having jurisdiction for the cessation of such violation of this **Article V**. In addition to the foregoing, the Declarant and/or the Master Association shall have the right, through their respective agents and employees, to enter upon the Home or Lot where the violation exists and to summarily terminate, remove or extinguish the violation. The rights and remedies of Declarant and the Master Association contained in this Section shall be non-exclusive and in addition to any other right or remedy available at law or in equity including, without limitation, a claim or action for specific performance and/or money damages (including punitive damages), and attorneys' fees.

(c) The Master Association or Declarant shall notify in writing the Person in violation of this **Article V** of all of the costs incurred to remedy same and of any other damages to which the Master Association or Declarant may be entitled. If said amounts are not paid within ten (10) calendar days following said notification, then said costs shall be "delinquent" and together with the other charges shall, upon perfection as provided in **Section 11.1** become a continuing lien upon the portion of the Property owned or occupied by such Person(s) and a personal obligation of the Person(s) violating this Article. In addition, the Owner of any portion of the Property shall be liable, jointly and severally, for any violations of an Occupant of such Owner's property.

**ARTICLE VI  
COMMON AREAS**

6.1 Conveyance of Common Areas. Declarant is the fee simple owner of the Common Areas. No later than three (3) months after Declarant ceases to have an ownership interest in any Lot or Home, Declarant shall convey the Common Areas to the Master Association. Such conveyance shall have priority over all liens and encumbrances whatsoever except the easements, covenants, restrictions and provisions of this Master Declaration; easements, covenants, restrictions, conditions and other similar matters of record; real estate taxes and assessments which are a lien, but are not due and payable at the time of said conveyance; and zoning and other ordinances if any. Declarant shall cause such Common Areas to be released from any mortgage encumbering the same or shall cause the mortgagee of such

**MASTER DECLARATION  
EXECUTION COPY**

areas to subordinate its mortgage on such areas in favor of this Master Declaration. The Master Association shall hold title to such parcels subject to the provisions of this Master Declaration.

6.2 Use of Common Areas. Any owner may delegate, in accordance with the Master By-Laws of the Master Association and subject to reasonable rules, regulations and limitations as may be adopted in accordance therewith, his or her right of enjoyment to the Common Areas to the members of his own family, tenants and invitees and to be deemed to have Made a delegation of all such rights to the occupants or tenants of any leased home

**ARTICLE VII  
THE ASSOCIATION**

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

7.2 Membership. Declarant or Builder, if Builder is the record title holder, and each Owner shall automatically become and be a Member of the Master Association; In the case of an Owner other than Declarant, such membership is appurtenant to the ownership of each Home and shall terminate upon the voluntary or involuntary conveyance of record by such Owner of such Home, whether or not such membership is expressly referred to in the instrument effecting such conveyance, at which time the new Owner or other successor in interest shall automatically become a Member of the Master Association. Declarant's membership in the Master Association shall terminate on the date when Declarant no longer is the owner of a fee simple interest in any part of the Property. No Owner, whether one or more Persons, shall have more than one membership per Home owned.

7.3 Voting Rights. Until Declarant ceases to have an Ownership Interest in any of the Property, Declarant shall be the only Member entitled to vote, unless Declarant elects otherwise by written notice to the Owners. Upon the earlier to occur of (i) the date that Declarant ceases to have an Ownership Interest in any of the Property, or (ii) the date that Declarant elects to terminate its sole voting right by written notice to the Owners pursuant to the immediately preceding sentence, each Member, including Declarant, shall be entitled to exercise one (1) vote for each Home owned by such Member. There shall be only one (1) vote for each Home. In any situation where a Member is entitled to exercise a vote and more than one (1) Person holds the Ownership interest in such Home required for membership, the vote for such Home shall be exercised as those Persons determine among themselves and advise the Secretary of the Master Association in writing prior to any meeting. In the absence of such advice, the vote of the Home shall be suspended if more than one (1) Person seeks to exercise it.

7.4 Board of Trustees and Officers. The Master Board of Trustees shall initially be composed of three (3) Persons as provided in the Bylaws. All Board members shall be elected by Declarant so long as Declarant is the only Member of the Master Association entitled to vote.

**MASTER DECLARATION  
EXECUTION COPY**

Thereafter, Master Board members shall be elected by the voting Members at the annual meeting of the Master Association as provided in the Bylaws. The Master Board shall be vested with and shall exercise all of the powers of the Master Association and shall elect the officers of the Master Association, and shall discharge the duties and obligations of the Master Association and shall have all rights conferred by law, the Articles of Incorporation and the Bylaws of the Master Association. Except with respect to Master Board members appointed by the Declarant, Board members shall be Members.

7.5 Cluster Areas. Homes and Vacant Sublots may be located within a Cluster Area designated by the Declarant or the Master Board in a subsequent amendment. No other Person shall have the right to designate a Cluster Area. The Homes and Vacant Sublots within a particular Cluster Area may be subject to additional covenants and/or the Owners of Homes within a particular Cluster Area shall be Members of a Cluster Association in addition to the Master Association.

7.6 Rights of the Master Association. Notwithstanding the rights and easements of enjoyment and use created in this Master Declaration, and in addition to any other right the Master Association shall have pursuant to this Master Declaration or at law, the Master Association shall have the right:

(a) to borrow money from time to time for the purpose of improving the Common Areas and to secure said financing with a mortgage or mortgages upon all or any portion of the Common Areas in accordance with its Articles and Bylaws and subject to the provisions of this Master Declaration;

(b) to take such steps as are reasonably necessary to protect the Common Areas against foreclosure;

(c) to suspend the enjoyment and use rights in the Common Areas of all of the Occupants and Owners of any Home for which an Assessment or Other Charges is delinquent during the period of delinquency; and to suspend the use and enjoyment rights in the Common Areas of any Person in violation of any of the Covenants or Restrictions of this Master Declaration for any period during which said violation exists;

(d) to convey the Common Areas, or a portion thereof, to a successor; provided, however, that such successor shall agree, in writing, to be bound by the easements, covenants, restrictions and spirit of this Master Declaration; and provided further, that the conveyance shall be approved by a vote of not less than seventy-five percent (75%) of voting Members of the Master Association;

(e) to enter or to authorize its agents to enter in or upon any Property or any part thereof, when necessary in connection with any maintenance, repair or construction for which the Master Association is responsible or has a right to maintain, repair or construct. Such entry shall be made with as little inconvenience to the Owner and Occupants thereof as is practicable and any damage caused thereby shall be repaired by the Master Association;

**MASTER DECLARATION  
EXECUTION COPY**

(f) to dedicate, transfer or grant further easements in all or any part of land or facilities owned or benefited to the Master Association or, with Declarant's prior written consent, land or facilities owned by Declarant, (i) to any municipality, public agency, authority or utility, (ii) to any 501(c)(3) for purposes of creating a conservation easement over the Wetlands Area, or (iii) to any Owner to install, operate, use, maintain, repair and replace in, on, over or under such land or any part thereof, roads, rights-of-way, pipes, conduits, ducts, wires, television and other communications, sanitary sewers and storm sewers, drainage, gas, water, energy of all types, utility services of all types and access to or for the benefit of the Owners and/or the Master Association and further, to construct improvements and establish grade, and for such other purposes as may be determined by the Master Association;

(g) to grant, obtain or dedicate to public use easements for the construction, extension, installation, inspection, maintenance or replacement of utility services and facilities to or from a public utility or governmental authority, and to or from any body or agency which has the power of eminent domain or condemnation over any portion of the Property;

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

(i) to promulgate from time to time reasonable and non-discriminatory Rules in respect to the use of Lots, Common Areas and common utilities and in respect of the maintenance and operation of any structures within Emery Woods; and

(j) to provide or contract for rubbish removal services, if not so provided by the City, the costs of which shall be included within Common Costs.

**ARTICLE VIII  
RESPONSIBILITIES OF THE ASSOCIATION AND OWNERS**

8.1 Responsibilities of the Master Association. The Master Association shall have the exclusive duty to perform the following functions:

(a) Maintenance. The Master Association shall maintain the Areas of Common Responsibility in a clean, safe, neat, health and workable condition, and in good repair, and shall promptly make all necessary repairs and replacements, structural and nonstructural, ordinary as well as extraordinary, subject only to the provisions of this Master Declaration. The Master Association shall provide equipment and supplies necessary for the maintenance (including

**MASTER DECLARATION  
EXECUTION COPY**

landscape maintenance) and enjoyment of such property. All work performed by the Master Association under this Article shall be performed in a good and workmanlike manner. The following are included among such Areas of Common Responsibility:

- (i) Entranceway Areas. To operate, and to maintain, repair and replace, any now-existing or hereafter-created Entrances at or in the vicinity of any entrance to the Property from public or private roads, together with all associated landscaping and other related facilities, if any, such as gatehouses, irrigation systems, signs, lighting, traffic control devices, decorative or screening walls and fences, ponds and fountains and pumps. The Master Association shall also pay or reimburse the Declarant for any real estate taxes assessed with respect to any such Entrances and the improvements thereon, and if Declarant at any time requests the Master Association shall unconditionally and for a nominal consideration of Ten Dollars (\$10.00), accept a deed to and hold title to such areas and the improvements thereon that are the Master Association's responsibility to maintain.
- (ii) Perimeter Fences and Walls. To maintain, repair and replace all fences and walls situated at or near the perimeter of the Property.
- (iii) Berms Along Public Roads, Median Strips and Cul-de-Sacs. With respect to the Berms (including berms within public right-of-ways) and landscaping thereon which are desired or required to be maintained adjacent to the perimeter of the Property to maintain such Berms, and any landscaping on such portions of such Berms, in good and attractive condition; and with respect to landscaping, irrigation systems and other improvements within median strips and cul-de-sacs (including median strips and cul-de-sacs within public rights-of-way) to maintain the same in good and attractive condition.
- (iv) Maintenance of Non-Master Association Property. The Master Association shall maintain property which it does not own, including, without limitation, property dedicated to the public, if the Master Board determines that such maintenance is necessary or desirable to maintain the Community-Wide Standard.
- (v) Rubbish Removal. The Master Association may (but is not obligated to) provide rubbish removal services, if not provided by the City, the cost of which services shall be a Common Cost. At the present time it is not contemplated that the Master Association will provide rubbish removal service.
- (vi) Cluster Area. The Master Association may, in the discretion of the Master Board, assume the maintenance responsibilities of a Cluster Area set out in this Master Declaration or in any subsequent amendment or declaration subsequently recorded which creates any Cluster Area upon all or any portion of the Property. In such event, all costs of such maintenance shall be assessed only against the Homes within the Cluster Area to which the services are provided. This assumption of responsibility may take place either by contract or agreement or

**MASTER DECLARATION  
EXECUTION COPY**

because, in the opinion of the Master Board, the level and quality of service then being provided is not consistent with the Community-Wide Standard for the Property. The provision of services in accordance with this Section shall not constitute discrimination within a class.

Furthermore, upon resolution of the Master Board, the Cluster Area shall be responsible for paying, through Cluster Area Assessments, costs of maintenance of certain portions of the Area of Common Responsibility within or adjacent to such Cluster Area, which may include, without limitation, special amenities and services within the Cluster Area, the costs of maintenance of any right-of-way and Cluster Common Area or between the Cluster Area and adjacent public roads, private streets within the Cluster Area, regardless of ownership and regardless of the fact that such maintenance may be performed by the Master Association.

- (vii) Drainage System. To maintain all piping, culverts, drains, and other facilities now or hereafter situated upon any portion of the Property and owned by the Master Association, the maintenance of which is not assumed by the City, which are intended for the collection, retention, detention, transmittal or disposal of storm water (other than gutters, downspouts and other facilities attached to buildings), in clean and sanitary condition and in good order and repair and to make all replacements and renewals necessary to so maintain the same.
  - (viii) Community Signs. To install, maintain, repair, replace and illuminate all signs located on any portion of the Property which are for the general benefit of the Property and which comply with the requirements of the City and other governmental authorities having jurisdiction.
  - (ix) Damage to Common Area. In the case of damage or destruction to any of the facilities located on any Common Area, the Master Association shall promptly restore such facilities to a condition at least equal to the condition in which they existed prior to the damage or destruction unless the cost of such repair or restoration is fifty percent (50%) or more of the replacement value thereof, and the loss is not covered by insurance. If Declarant is no longer the only Member of the Master Association entitled to vote and sixty-six and two-thirds percent (66-2/3%) of the Board affirmatively vote not to rebuild or restore such damaged facilities, such facilities need not be replaced. All work performed by the Master Association under this paragraph shall be performed in a good and workmanlike manner.
- (b) Liability of the Master Association. Except as to the extent of any insurance proceeds payable in respect thereof, the Master Association and the Master Association's agents and employees shall not be liable for, and each Owner and Occupant waives all claims for injury or death to Persons or loss or damage to property, or any consequential or incidental damage or loss, resulting from any accident or occurrence in or upon any Home, Lot, Common Area, Cluster Common Area or any other part of the Property.

**MASTER DECLARATION  
EXECUTION COPY**

(c) Taxes and Assessments. The Master Association shall pay prior to delinquency all taxes and assessments levied against any Property which the Master Association may own or Areas of Common Responsibility, including, without limitation, personal property taxes, general real estate taxes and special assessments certified by the appropriate public authority, including but not limited to the Special Assessment.

(d) Utilities. The Master Association shall pay all charges, if any, for water, gas, sewer, electricity, light, heat or power, telephone and other services used, rented or supplied to or in connection with the Common Areas and any facilities constructed thereon and any other Property owned or Areas of Common Responsibility by the Master Association. All such utility services shall be contracted for, metered and billed by and to the Master Association. Additionally, Declarant or the Master Association, by the requisite vote, may also pay (and assess the Owners for) the installation of sprinkler systems, the maintenance thereof or the cost of watering the Common Areas.

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

- (i) Special Form insurance, insuring all of the buildings owned by the Master Association, if any, in an amount equal to the full replacement cost thereof. Such insurance may have a deductible clause in an amount not exceeding One Thousand Dollars (\$1,000.00) or, if the property has a value of less than One Thousand Dollars (\$1,000.00), the Master Association shall not be required to maintain insurance on it;
- (ii) Commercial general public liability insurance insuring the Master Association, the members of the Master Board, the Owners and Occupants against claims for bodily injury, illness or death and for injury to or destruction of property occurring upon, in or about, or arising from or related to, the Common Areas and any facilities located thereon and any other Property owned, controlled or maintained by the Master Association (if any) including Areas of Common Responsibility, with contractual liability and "personal injury" coverage, such insurance to afford protection to the combined single limit of not less than One Million Dollars (\$1,000,000.00). The insurance procured under this subparagraph shall name Declarant as an additional insured. All liability insurance shall contain cross-liability endorsements to cover liabilities of the Owners as a group to an Owner. In the event the insurance effected by the Master Association on behalf of the Owners and Occupants against liability for personal injury or property damage arising from or relating to the Common Areas shall, for any reason, not fully cover any such liability, the amount of any deficit shall be a Common Cost (as defined in **Section 10.1** hereof) to the Owners; and



**MASTER DECLARATION  
EXECUTION COPY**

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

The Master Association may, but shall not be obligated to, obtain and maintain (i) such additional and other insurance as it deems desirable, including, without limitation, directors' and officers' liability insurance, and (ii) a fidelity bond indemnifying the Master Association, the Board and the Owners for loss of funds resulting from fraudulent or dishonest acts of any employee of the Master Association or of any other person handling the funds of the Master Association, the Board or the Owners in such amount as the Board shall deem desirable. The premium for any such bond shall be a Common Cost.

All policies of insurance for the Master Association shall be written by a company licensed to do business in Ohio and holding a rating of B/VI or better in the financial category as established by A.M. Best Company, Inc. if reasonably available, or, if not available, the most nearly equivalent rating.

(f) Management. The Master Association shall provide the management and supervision for the operation of the Areas of Common Responsibility, if any, located thereon. The Master Association shall establish and maintain such policies, programs and procedures to fully implement this Master Declaration for the purposes intended and for the benefit of the Members and may (but shall not be required to) adopt Rules for the conduct of Members in connection with the use of Common Areas and the Lots (to a more limited degree) and the facilities located thereon. The Master Association may, but shall not be required to, engage employees or agents including, without limitation, attorneys, accountants, consultants, maintenance firms and contractors, or delegate all or any portion of its authority and responsibility to a manager, managing agent, or management company, including Declarant or a related entity at reasonable compensation.

(g) Construction of Facilities. The Master Association may authorize the construction, alteration, renovation, modification or reconstruction of any facilities located on the Common Areas, including but not limited to the Recreational Facilities.

(h) Enforcement. The Master Association shall take all actions reasonably necessary in the circumstances to enforce the Covenants and Restrictions set forth in this Master Declaration.

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

8.2 Responsibilities of Owners. The Owners shall have the duty to perform the following functions:

**MASTER DECLARATION  
EXECUTION COPY**

(a) Taxes and Assessments. Each Owner shall pay prior to delinquency all taxes and assessments against the Lot and Home owned by such Owner, including but not limited to the Special Assessments, if any remaining.

(b) Compliance With Governmental Requirements. Each Owner and Occupant shall comply with City and other governmental requirements, including but not limited to the Wetlands Permits. A violation of any such requirements or any restriction, condition or covenant imposed now or hereafter by the provisions of this Master Declaration is a nuisance per se that can be abated by the Master Association or such governmental authority.

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

ARTICLE IX  
RIGHTS OF DECLARANT

9.1 General Powers. Until Declarant ceases to be the only Member of the Master Association entitled to vote, Declarant shall have the right, but shall not be required, to exercise all or any of the powers, rights, duties and functions of the Master Association including, without limitation, the right to enter into a management contract with any Person whether owned or controlled or affiliated with Declarant or any Person associated with Declarant, the right to obtain insurance under a blanket policy (if any) covering other Persons or locations, the right to dedicate portions of Emery Woods and facilities to the City and to grant easements to the City and utility companies, the right to perform each duty and obligation of the Master Association set forth herein, the right to adopt Rules, the right to determine and collect Assessments, the right to disburse Assessments for payment of Common Costs, and the right to collect Assessments including the right to institute litigation and to obtain a lien (and to foreclose said lien) on a Home for unpaid Assessments in the manner and to the extent granted to the Master Association as hereinafter provided. During such time, the Trustees named in the Articles of Incorporation (or their successors appointed by Declarant from time to time) shall constitute the Master Board of the Master Association. Declarant need not open books and accounts in the name of the Master Association but may operate through its accounts and books.

9.2 Modification of Design. Until Declarant ceases to have an Ownership Interest in any of the Property, Declarant shall have the right to modify the design of any of the Homes it builds or authorizes others to build upon the Property, including but not limited to the Builders, including without limitation, elevations, finish materials, style, roof lines and pitches, the inclusion or exclusion of basements and the types and sizes of the Homes.

**MASTER DECLARATION  
EXECUTION COPY**

9.3 Additional Property. Until Declarant ceases to have an Ownership Interest in any of the Property, Declarant may, from time-to-time, add additional land to the Property, as the Property may have been previously expanded by Declarant.

9.4 Deletion of Land. Until Declarant ceases to have an Ownership Interest in any of the Property, Declarant may delete lands from the Property (including, without limitation, lands designated as Common Areas) and thereby free such lands from the provisions of this Master Declaration.

9.5 Modification of Common Areas and Entrances. Until Declarant ceases to have an Ownership Interest in any of the Property, Declarant may modify and amend the Common Areas (including, without limitation, the modification of any one or more of the Entrances) by modification or amendment hereof and/or by the filing of an amended plat with the appropriate governmental offices and also shall have the right to dedicate portions of Emery Woods and facilities to the City and to grant easements to the City and utility companies.

9.6 Development. Until Declarant ceases to have an Ownership Interest in any of the Property, Declarant reserves the right to perform or cause to be performed such work as is incident to the completion of the development and improvement of the Property, notwithstanding any covenant, easement, restriction or provision of this Master Declaration or its exhibits which may be to the contrary.

ARTICLE X  
COMMON COSTS - ASSESSMENTS

10.1 Common Costs. Each Owner (excluding Declarant, except as hereinafter provided in **Section 10.4** and excluding the Owner of any Home which is used a model Home with respect to the sale of Homes in Emery Woods, except as hereinafter provided in **Section 10.4**), whether or not it shall be so expressed in any contract, deed or other conveyance, shall be deemed to covenant and agree to pay the Master Association the annual Assessment for Common Costs as determined by Declarant or the Board to meet the annual Common Costs of the Master Association. A Lot that is not improved with a Home shall not be subject to any Assessments or Additional Assessment. As used in this Master Declaration, "Common Costs" shall mean all of the costs and expenses incurred by the Master Association in owning, and/or using, maintaining, repairing, replacing, cleaning, painting, decorating, preserving, upgrading, administering, managing, operating, and leasing the Common Areas and/or Areas of Common Responsibility and the facilities located thereon, the other Property and improvements of the Master Association, the other Property maintained by the Master Association, and in carrying out the responsibilities, duties and obligations of the Master Association, including, without limitation: Common Costs will not include payment of legal fees unless 2/3 of the Members agree to incur the same except for liens and actions filed against Owners pursuant to Article XI and XII (which should not required 2/3 vote of Owners.

(a) all expenditures required to fulfill the responsibilities of the Master Association outlined in **Article 8** of this Master Declaration;

**MASTER DECLARATION  
EXECUTION COPY**

(b) the amount of all taxes, assessments and other impositions levied or assessed against the Areas of Common Responsibility and the facilities located thereon, including but not limited to Special Assessments;

(c) the costs of all insurance required to be carried by the Master Association;

(d) the costs of utilities and other services which may be provided by the Master Association whether for the Common Areas and any facilities located thereon or for any other purpose;

(e) all amounts incurred in collecting Assessments, including legal and accounting fees;

(f) the cost of funding all reserves established by the Master Association, including, without limitation, a general operating reserve and a reserve for capital expenditures; provided, however, that Declarant shall not be required to pay any portion of the annual Assessment for Common Costs which represents the funding of such reserves during the Start-Up Period and thereafter, until such time, if ever, that Declarant owns and leases out for rent a Home; and

(g) the cost of City Road Assessment applicable to the Common Area.

(h) such other costs, charges and expenses which the Master Association determines to be necessary and appropriate within the meaning and spirit of this Master Declaration.

10.2 Operating Budget and Annual Assessments. Declarant or the Board shall prepare or cause the preparation of an annual operating budget for the Master Association and shall fix the amount of the annual Assessment against each Home. Written notice of the annual Assessment shall be sent to Declarant and each other Owner. Payment of Assessments may be required on a monthly, quarterly, semi-annual or annual basis as determined by Declarant or the Board. No person liable for the payment of an Assessment may be exempt from liability for the payment of an Assessment by abandonment of any Home or by the abandonment or waiver of any right to use or enjoyment of the Common Areas or the facilities located thereon.

10.3 Payment of Common Costs During Start-Up Period. Each Owner, other than (a) Declarant and (b) the Owner of any Home which is used a model home with respect to the sale of Homes in Emery Woods, shall pay his Proportionate Share of the Common Costs by payments of Assessments in such amount as shall be established by the Board from time to time, except that annual assessments for Common Costs (excluding Special Assessments) during the Start-Up Period for an individual Home shall not exceed the following annual amounts: (i) for 2004, the sum of \$25.00 per month per Home, and (ii) for each year thereafter during the Start-Up Period, the cap with respect to such annual Assessments for an individual Home as set forth in clause (i) shall be increased annually by fifteen percent (15%) of the amount payable during the immediately preceding year ("CAP"). Declarant shall only be obligated during the Start-Up Period to make payments into the Master Association to fund the

**MASTER DECLARATION  
EXECUTION COPY**

deficit, if any, in Common Costs and after the foregoing cap has been reached and a shortfall exists and shall have no liability for Assessments or Additional Assessments. This obligation may be satisfied in the form of a cash subsidy or by "in kind" contributions of services or materials, or a combination of both. Declarant (and during the Start-Up Period the Owner of any Home which is used as a model home with respect to the sale of Homes in Emery Woods) shall be exempt from and shall not be required to pay any portion of the Assessments or deficit therein which relate to the funding of any reserves established by the Master Association, including, without limitation, any general operating reserve or any reserve for capital expenditures. The foregoing notwithstanding, the Master Association shall reimburse the Declarant for Common Costs paid during the Start-Up Period, out of assessments paid by the Owner to the Association.

10.4 Common Costs After the End of the Start-Up Period. From and after the end of the Start-Up Period, each Owner of a Home [including Declarant (but only in respect of any Homes which Declarant owns and leases out for rent for a profit) and including the Owner of any Home which is used as a model home with respect to the sale of Homes in Emery Woods] shall pay his Proportionate Share of the Common Costs by payments of Assessments in such amount as shall be established by the Board from time to time; provided, however, that Declarant and the Owner of any Home which is used as a model home with respect to the sale of Homes in Emery Woods shall not be required to pay any portion of the Assessments for Common Costs which represent the funding of reserves. Declarant shall be exempt from and shall not be required to pay any Assessments whatsoever in respect of any Home owned by Declarant until such time, if ever, that Declarant leases for profit any such Home.

10.5 Assessments. Assessments for the Common Costs, extraordinary expenditures, and all other charges shall be made in the manner provided herein and in the Bylaws of the Master Association. Except for special Assessments assessed against individual Members and except as otherwise provided in **Sections 10.3 and 10.4**, all Assessments made by the Master Association shall be in accordance with the respective Home's Proportionate Share in accordance with the provisions of the Master Declaration, and each Owner hereby covenants and agrees by acceptance of the deed to an Ownership Interest, whether or not it shall be so expressed in any such deed or other conveyance, to pay the Assessments levied against such Owner in such manner and at such times as provided herein and in the Bylaws. A Member may not exempt himself from liability for Assessments levied against him or her by waiver of the use of the Common Areas that are owned and/or operated by the Master Association. No member shall be entitled to any portion of funds held for reserves; nor shall any Owner have a claim against the Master Association with respect thereto.

10.6 Special Assessments. If an Owner or Occupant fails to perform maintenance, repairs and replacements which are the Owner's obligation, or to comply with the other provisions of this Master Declaration, and if the Master Board shall undertake to provide any repair or restoration, or to cure any condition not permitted hereunder as provided in **Section 8.2**, the Master Board shall levy a Special Assessment against such Owner and the Home, equal to the amount so expended. In addition, all costs incurred in the enforcement of any provisions of this Master Declaration against the Owner, including, but not limited to, attorneys' fees and court costs, shall be assessed to the Owner and the Home against whom enforcement is sought.

**MASTER DECLARATION  
EXECUTION COPY**

10.7 Creation of Lien and Personal Obligation. If a Person liable for the payment of an Assessment shall fail to pay the same when due, the Master Association shall notify said Person, in writing, of his failure to make said payment. In the event that the Assessment is not paid within ten (10) calendar days following said notification, then such Assessment shall be “delinquent” and, together with the costs of collection shall, upon “perfection” as provided in **Section 11.1**, become a continuing lien upon the portion of the Property owned or occupied by such Person and a personal obligation of the Person who has not paid said Assessment and shall bind such Person’s heirs, devisees, personal representatives, successors and assigns. A Co-Owner of a Home shall be personally liable, jointly and severally, with all other Co-Owners for all Assessments made by the Master Association in respect of said Home.

10.8 Non-Liability of Foreclosure Sale Purchaser for Past-Due Amounts. Where the holder of a first mortgage of record acquires an Ownership Interest as a result of foreclosure of the mortgage or of the acceptance of a deed in lieu of foreclosure, such mortgagee, its successors and assigns, shall not be liable for the Assessments levied against the Owner of such Ownership Interest prior to its acquisition of the Ownership Interest. Any funds received on the judicial sale of the Ownership Interest in excess of the mortgage lien, the court costs and real estate taxes and assessments shall, however, be paid over to the Master Association to apply on all Assessments owed and interest thereon. The Owner of an Ownership Interest prior to the judicial sale thereof, and such Owner’s heirs, executors, administrators, personal representatives, successors and assigns shall be and remain personally and primarily liable, jointly and severally, for the Assessments accruing against the judicially sold Ownership Interest prior to the date of the judicial sale, as provided in this Article X, but any unpaid part of the Assessment shall be deemed to be Common Costs and shall be assessed and levied against all of the other Owners including the Owner of the Ownership Interest foreclosed and such Owner’s successors or assigns, at the time of the first Assessment next following the acquisition of title by such mortgagee.

10.9 Liability for Assessments upon Voluntary Conveyance. In a voluntary conveyance of an Ownership Interest, the grantee of the Ownership Interest shall be jointly and severally liable with the grantor for all unpaid Assessments levied pursuant to this Master Declaration against the grantor and the Ownership Interest prior to the time of the grant or conveyance, without prejudice to the grantee’s rights to recover from the grantor the amounts paid by the grantee therefore. However, any such prospective grantee shall upon written request delivered to the President or Secretary of the Master Association, be entitled to a statement from the Master Board setting forth the amount of all unpaid Assessments due the Master Association in respect of the Ownership Interest to be conveyed, and such grantee shall not be liable for, nor shall the Ownership Interest conveyed be subject to a lien for, any unpaid Assessments which become due prior to the date of the making of such request if the same are not set forth in such statement. A devise of an Ownership Interest or the distribution of said Ownership Interest pursuant to the Statute of Descent and Distribution shall be deemed to be a voluntary conveyance.

10.10 Exemption from Liens and Assessments. Notwithstanding anything in this Master Declaration to the contrary, all properties to the extent of any easement or other interest therein

**MASTER DECLARATION  
EXECUTION COPY**

dedicated and accepted by the City and devoted to public use, shall be exempted from the Assessments and liens created herein.

10.11 Additional Assessments. Subject to **Sections 10.3 and 10.4**, if the Assessments shall for any reason prove to be insufficient to cover the actual expenses incurred by the Master Association, the Master Association may, at such time as it deems it necessary and proper, levy an additional assessment (the "Additional Assessment") against the Owners of Homes [including Declarant (but only after the end of the Start-Up Period in respect of any Home which Declarant owns and leases out for rent for a profit) and including the Owner of any Home used as a model home with respect to the sale of Homes in Emery Woods (but only after the end of the Start-Up Period)]. Subject to **Sections 10.3 and 10.4**, each such Owner shall pay its Proportionate Share of each such Additional Assessment as if the Additional Assessment were part of the original Assessment.

10.12 Exempt Property. Notwithstanding anything to the contrary herein, Lots not improved with a Home (including, without limitation, Lots owned by the Declarant or Builder) and the Common Areas shall be exempt from payment of Assessments or Additional Assessments.

ARTICLE XI  
LIENS

11.1 Perfection of Liens. If any Owner shall fail to pay when due any Assessment levied in accordance with this Master Declaration or any other amount due in accordance with the provisions of this Master Declaration (such Owner hereinafter referred to as the "Delinquent Person") and such Assessment or amount is delinquent pursuant to the provisions of this Master Declaration, the Master Board may authorize the perfection of a lien on the Ownership Interest of the Delinquent Person in the Property by filing for record with the Recorder of Cuyahoga County, Ohio, a certificate of lien. The certificate of lien shall be in recordable form and shall include the following:

- (a) the name of the Delinquent Person;
- (b) a description of the Ownership Interest owned by the Delinquent Person;
- (c) the entire amount claimed, including the amount of any delinquency and Other Charges;
- (d) a statement referring to the provisions of this Master Declaration and lien authorization.

11.2 Duration of Lien. Said lien shall remain valid for a period of five (5) years from the time of filing said certificate of lien, unless sooner released or satisfied in the same manner provided by law for the release or satisfaction of mortgages on real property, or discharged by

**MASTER DECLARATION  
EXECUTION COPY**

the final judgment or order of a court in an action brought to discharge such lien or unless an action for foreclosure shall be commenced in respect to such lien within said five (5) year period. A lien may be renewed by the subsequent filing of a certificate of lien prior to the expiration of the five (5) year period referred to above.

11.3 Priority. A lien perfected pursuant to this **Article XI** shall take priority over any lien or encumbrance subsequently arising or created, except liens for real estate taxes and assessments and liens of bona fide first mortgagees which have been heretofore filed for record, and may be foreclosed in the same manner as a mortgage in real property in an action brought by the Master Association after authorization from the Master Board. In any such foreclosure action, the Person affected shall be required to pay reasonable rental for such Ownership Interest during the pendency of such action, and the plaintiff in such action shall be entitled to the appointment of a receiver to collect the same; provided, however, that subject to any court order to the contrary, any moneys collected by a receiver shall be used first to pay real estate taxes and assessments and then to pay on the note of the first mortgagee as is set forth in the mortgage deed, assignment of rents and security agreement, if any, with the balance of such money, if any, to be held and disbursed pursuant to court order. Any funds received on the judicial sale of the Delinquent Person's Ownership Interest in excess of the mortgage liens, the court costs and tax and assessment liens shall be paid over to the Master Association to the extent of its lien.

11.4 Dispute as to Assessment. Declarant or any Person who believes that any Assessment levied by the Master Association for which a certificate of lien has been filed by the Master Association has been improperly determined, may bring an action in the Court of Common Pleas of Cuyahoga County, Ohio, for discharge of all or any portion of such lien; but until such court shall determine that the lien is improper, the lien shall continue until the lien is paid in full; and the Master Association may counterclaim in such action for foreclosure of the amount of lien found to be due.

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

11.6 Personal Obligations. The obligations created pursuant to this Master Declaration shall be and remain the personal obligations of the Delinquent Person until fully paid, discharged or abated as well as being obligations which run with the land and binding on the heirs, executors, administrators, personal representatives, successors and assigns of such Delinquent Person.

ARTICLE XII  
REMEDIES OF THE ASSOCIATION

12.1 Suspension of Entitlement to Use Common Areas. If any Person fails to pay an Assessment when due, such Person, the Occupants of any and all Homes owned by such Person and their guests shall not be entitled to use the Common Areas or any facilities located thereon until said Assessment is fully paid, including but not limited to the Recreational Facilities.



**MASTER DECLARATION  
EXECUTION COPY**

12.2 Rights of Master Association and Declarant. A violation of any Rule or the breach of any Covenant and Restriction contained in this Master Declaration shall give the Master Association and Declarant the right, in addition to all other rights herein set forth and those provided by law or in equity,

(a) to enter upon the Lot or Home or portion thereof upon which, or as to which, such violation or breach exists and to summarily abate and remove, at the expense of such holder of the Ownership Interest where the violation or breach exists, any structure, thing or condition that may exist thereon contrary to the intent and meaning of the provisions of this Master Declaration, the Bylaws of the Master Association or the Rules, and Declarant or the Master Association and their respective agents shall not thereby be deemed guilty in any manner of trespass;

(b) to enjoin, abate, or remedy by appropriate legal proceedings, either at law or in equity, the continuance of any breach; and/or

(c) to commence and prosecute an action for specific performance or any action to recover any damages which may have been sustained by the Master Association or any of its Members.

12.3 Failure to Pay. If any Person fails to pay any Assessment when due or upon delinquency in payment of any sums or costs due under this Master Declaration, Declarant or the Master Association may pursue any or all of the following remedies, which shall be in addition to any other remedy available in this Master Declaration, at law or in equity:

(a) Assess against such Owner a "late payment" charge not to exceed five percent (5%) of the amount of the delinquency or Fifty Dollars (\$50.00), whichever is greater, said amount to be determined by the Master Board. Said late payment charge shall be in addition to the Other Charges;

(b) sue and collect from such Person the amount due and payable together with the costs of collection;

(c) foreclose a lien filed in accordance with **Article XI** of this Master Declaration in the same manner as provided by the laws of the State of Ohio for the foreclosure of real estate mortgages.

12.4 Rights Against Heirs, Etc. The remedies provided in this **Article XII** against a Delinquent Person may also be pursued against the heirs, administrators, executors, successors, assigns and grantees of such Person, except as specifically provided in **Section 10.8** of this Master Declaration.

12.5 Denial of Voting Rights. If any Owner fails to pay any assessment, Additional Assessment, or Cluster Area Assessment when due such Owner and the Occupants of any and all

**MASTER DECLARATION  
EXECUTION COPY**

Homes of such Owner or Builder of a Vacant Sublot shall not be entitled to vote on Master Association matters until said assessments, Additional Assessment or Cluster Area Assessments are paid in full.

**ARTICLE XIII  
GENERAL PROVISIONS**

13.1 Covenants Run with the Land; Binding Effect. All of the easements, covenants, and restrictions which are imposed upon, granted and/or reserved in this Master Declaration, including, without limitation, payment of Assessments, constitute easements, covenants and restrictions running with the land and are binding upon every subsequent transferee of all or any part thereof including, without limitation, grantees, Tenants, Occupants, Owners, mortgagees or other Persons having any interest in the Property, or any portion thereof.

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

13.2 Duration of Easements, Covenants and Restrictions. The term of this Master Declaration and the Covenants and Restrictions which are imposed, granted and/or reserved upon all or any part of the Property by this Master Declaration shall end upon the date all of the Owners of all of the real property within the Property agree, in writing in recordable form, to terminate this Master Declaration and such writing is filed with the Cuyahoga County Recorder.

13.3 Plural Owners. In the event that any Owner shall hold title to any portion of the Property as a joint tenant, tenant in common or in any other manner with one or more other Persons (herein referred to as a "Co-Owner"), the signature of any one of the Co-Owners shall be binding upon and shall be effective as an authorization from all of the other Owners of such portion of the Property. In addition, the vote cast at any meeting of the Master Association by one such Co-Owner shall be binding upon and shall be effective as an authorized vote from all of the Co-Owners of such portion of the Property.

13.4 Notices. Any notices required to be given to any Owner, Occupant, or Person under the provisions of this Master Declaration shall be deemed to have been given when personally delivered to such Owner's or Occupant's Home in Emery Woods, or mailed, postage prepaid, to the last known address of such Person or principal place of business of a corporation; provided, however, that notice of a "delinquency" of any payment due hereunder shall be made by personal delivery to such Home or principal place of business of a corporation, or by certified or registered mail, return receipt requested. The effective date of such notice shall be the date said notice is personally delivered or postmarked, as the case may be.

**MASTER DECLARATION  
EXECUTION COPY**

13.5 Enforcement - Waiver. The enforcement of the Covenants and Restrictions may 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 against the Person or Ownership Interest, or to enforce any lien perfected by the covenants of this Master Declaration. The failure or neglect by the Master Association or anyone permitted by this Master Declaration to enforce any covenant, condition, restriction or right herein contained shall in no event and under no circumstances be construed, deemed or held to be a waiver of the right to do so thereafter.

13.6 Construction of the Provisions of this Master Declaration. The Master Association and Declarant shall have the right to construe and interpret the provisions of this Master Declaration and in the absence of an adjudication by arbitrator(s) (as expressly provided in this Master Declaration) or a court of competent jurisdiction to the contrary, its construction or interpretation shall be final and binding as to all Persons or Property which benefit or which are bound by the provisions hereof Any conflict between any construction or interpretation by the Master Association or Declarant and that of any Person or entity entitled to enforce the provisions hereof shall be resolved in favor of the construction of or interpretation of the Master Association or Declarant, as the case may be.

The Master Association may adopt and promulgate Rules regarding the administration, interpretation and enforcement of the provisions of this Master Declaration. In so adopting Rules and making any findings, determination, ruling or order, or in carrying out any directive contained herein relating to the issuance of permits, authorizations, approvals, rules or regulations, the Master Association shall take into consideration the best interests of Declarant, Owners, Tenants and Occupants of the Property to the end that the Property shall be preserved and maintained as a high-quality, residential community.

13.7 Amendments. Except as expressly provided to the contrary in this Master Declaration, this Master Declaration may be amended as follows:

(a) For so long as Declarant has an Ownership Interest in any of the Property, Declarant shall be entitled from time to time to amend, modify or waive any of the provisions of this Master Declaration, either generally or with respect to particular real property, if in its sole discretion, the development or lack of development of the Property requires such modification or waiver, if in its judgment the purposes of the general plan of development of Emery Woods will be better served by such modification or waiver or to exercise any of the rights of Declarant hereunder, provided no such amendment, modification or waiver shall prevent a Home from being used by the Owner in the same manner that said Home was used prior to the adoption of said amendment, modification or waiver. Additionally, so long as Declarant has an Ownership Interest in any of the Property, it shall have the ability to (i) expand the Property by adding property to the Property in accordance with the terms hereof and (ii) contract the Property by deleting property from the Property in accordance with the terms hereof. To modify this Master Declaration in accordance with this paragraph, Declarant shall file a supplemental declaration and/or plat setting forth the amendment, which supplemental declaration or plat need not be, but shall at Declarant's request be, executed by the Master Association and all Owners of real

**MASTER DECLARATION  
EXECUTION COPY**

property within Emery Woods. Specifically included in the foregoing powers of Declarant is Declarant's ability to amend and modify the location, dimensions and number of the Lots it owns and the Common Areas by amendment hereto or amendment to the plat. Each such Owner hereby appoints Declarant his attorney-in-fact, coupled with an interest, by accepting a deed to his Home, to execute on his behalf any such amendments. Each amendment shall be effective when signed by Declarant and filed for record with the Recorder of Cuyahoga County, Ohio or if accomplished by amendment of the plat, upon its filing with the applicable county offices.

(b) This Master Declaration, the Articles of Incorporation and the Bylaws may be amended by Declarant or the Master Association at any time and from time to time without the consent of any person for the purpose of (i) correcting clerical, typographical or obvious factual errors and similar types of errors in this Master Declaration or any Exhibit hereto or any amendment hereto, (ii) complying with the requirements of the Federal National Mortgage Master Association, the Governmental National Mortgage Master Association, the Federal Home Loan Mortgage Corporation, the Department of Housing and Urban Development, the Federal Housing Master Association, the Veterans Administration, or any other governmental agency or public or quasi-public or private entity which performs (or may in the future perform) functions similar to those currently performed by such entities or inducing any of such agencies or entities to make, purchase, sell, insure or guarantee first mortgages, (iii) complying with applicable laws, statutes, rules, regulations, ordinances or judicial determination, (iv) complying with the underwriting requirements of insurance companies providing casualty insurance, liability insurance or other insurance coverages for the Master Association, or (v) correcting obvious factual errors or inconsistencies between this Master Declaration and other documents governing Emery Woods, the correction which would not materially impair the interest of any Owner or mortgage holder. In furtherance of the foregoing, a power coupled with an interest is hereby reserved and granted to Declarant and/or the Master Board to vote in favor of, make, or consent to such an amendment on behalf of each Owner as proxy or attorney-in-fact as the case may be. Each deed, mortgage, trust deed, or other instrument affecting any portion of the Property and the acceptance thereof shall be deemed to be a grant and acknowledgment of, and a consent to the reservation of the power of the Declarant and the Master Association to vote in favor of, make and record such an amendment. To effect any said amendment, Declarant or the Master Association shall file a supplement to the Master Declaration setting forth the amendment(s) which shall be signed by Declarant or the Master Association and shall be effective upon the filing of said supplemental declaration with the Recorder of Cuyahoga County, Ohio.

(c) Except as expressly provided in this Master Declaration, upon Declarant ceasing to have any Ownership Interest in any of the Property, any provision of this Master Declaration may be amended or repealed following a meeting of the Members held for such purpose, by the affirmative vote of Members entitled to exercise sixty-six and two-thirds percent (66-2/3%) of the voting power of the Master Association unless a greater percentage of vote is required pursuant to this Master Declaration or in accordance with the statutes of the State of Ohio; provided, however, that any amendment which would terminate or materially and adversely affect the easements set forth in **Article III** of this Master Declaration shall not be amended (except as expressly provided to the contrary in this Master Declaration) unless all persons whose rights are terminated or materially affected shall affirmatively vote for such amendment;

**MASTER DECLARATION  
EXECUTION COPY**

provided further, that any amendment affecting the rights of Declarant in this Master Declaration shall not be effective without the prior written consent of Declarant. Written notice shall be given each Member entitled to vote at any meeting at least thirty (30) days in advance of the date of the meeting held for the purpose of amending this Master Declaration, which notice shall expressly state the amendment to be considered at such meeting. Each amendment shall be effective when signed by the President and one other officer of the Master Association, signed by Declarant if the amendment affects the rights of the Declarant and filed for record with the Recorder of Cuyahoga County, Ohio.

13.8 Severability. The severability, invalidity or unenforceability of any provision hereof shall in no way affect the validity or enforceability of any other provision.

13.9 Attorneys' Fees. In the event of any litigation or arbitration arising out of this Master Declaration, the prevailing party shall be entitled to reimbursement of the costs and expenses thereof from the other party, including reasonable attorneys' fees and disbursements of counsel, including such costs, expenses and fees incurred on appeals of such litigation or arbitration.

13.10 Rule Against Perpetuities. If any of the Covenants and Restrictions shall be in violation of the Rule Against Perpetuities or any other analogous or comparable statutory or common law rule, such of the Covenants and Restrictions as shall be so affected thereby shall continue in effect only until twenty-one (21) years after the death of the last survivor of the now living descendants of Erwin Hines.

13.11 No Partition. Except as permitted in this Master Declaration or any amendments thereto there shall be no physical partition of the Common Areas or any part thereof nor shall any Person acquiring any interest in the Property or any part thereof seek any such judicial partition. This article shall not be construed to prohibit the Master Board from acquiring and disposing of tangible and personal property nor from acquiring title to real property which may or not be subject to this Master Declaration.

13.12 Condemnation. Whenever all or any part of the Common Areas shall be taken (or conveyed in lieu of threat of condemnation) by any authority having the power of condemnation or eminent domain, the Master Association shall give each Owner notice thereof. The award made for such taking shall be payable to the Master Association as trustee for all Owners to be disbursed as follows:

If the taking involves a portion of Common Areas on which improvements have been constructed then unless within sixty (60) days after such taking the Declarant and at least seventy-five percent (75%) of the Members of the Master Association shall otherwise agree by vote, the Master Association shall restore or replace such improvements so taken on the remaining land included in the Common Areas to the extent lands are available therefore, in accordance with the plans prepared and approved by the Master Board.

**MASTER DECLARATION  
EXECUTION COPY**

If the taking does not involve any improvements on the Common Areas or if there is a decision not to repair or restore, or if there are net funds remaining after such restoration or replacement is completed, then such award or net funds shall be disbursed to the Master Association and used for such purposes the Master Board shall determine in its sole and absolute discretion.

13.13 Arbitration. Any controversy, dispute or claim arising out of or relating to this Master Declaration or the breach thereof (except for liens and actions filed against Owners pursuant to Article XI and XII shall be settled by arbitration in Cleveland, Ohio in accordance with the Construction Rules of the American Arbitration Association and the judgment upon the award rendered by the arbitrator(s) may be entered in any court having jurisdiction hereof.

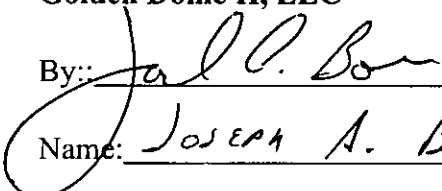
*(Signatures appear on following page)*

**MASTER DECLARATION  
EXECUTION COPY**

**IN WITNESS WHEREOF**, this Master Declaration has been executed on the dates set forth in the notarial clauses below:

**EMERY WOODS LLC**

By: **Golden Dome II, LLC**

By: 

Name: JOSEPH A. BOECK

Its: Manager

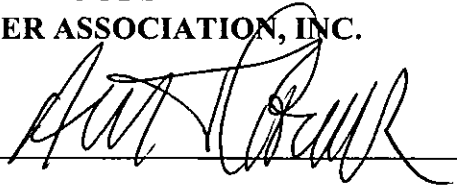
By: **Wake Forest Homes, LLC**

By: 

Name: ERWIN HINES

Its: Manager

**EMERY WOODS  
MASTER ASSOCIATION, INC.**

By: 

Name: Austin Carr


Its: \_\_\_\_\_

**MASTER DECLARATION  
EXECUTION COPY**

STATE OF OHIO )  
 ) SS  
COUNTY OF CUYAHOGA )

BEFORE ME, a Notary Public in and for said County and State did personally appear EMERY WOODS, LLC, a limited liability company ("Company"), by Joseph A. Bobeck, Manager of Golden Dome, II, LLC and Erwin Hines, Manager of Wake Forest Homes, LLC, its sole members, who acknowledged that they did sign the foregoing instrument on behalf of said Company and that the same is the free act and deed of such Company, and their free act and deed both individually and in such official capacity.


IN WITNESS WHEREOF, I have hereunto set my hand and official seal this 4<sup>th</sup> day of November, 2004.

  
\_\_\_\_\_  
Notary Public  
CARLA FARONE  
Notary Public, State of Ohio  
My Commission Expires Apr. 16, 2007.  
(Recorded in Lake County)

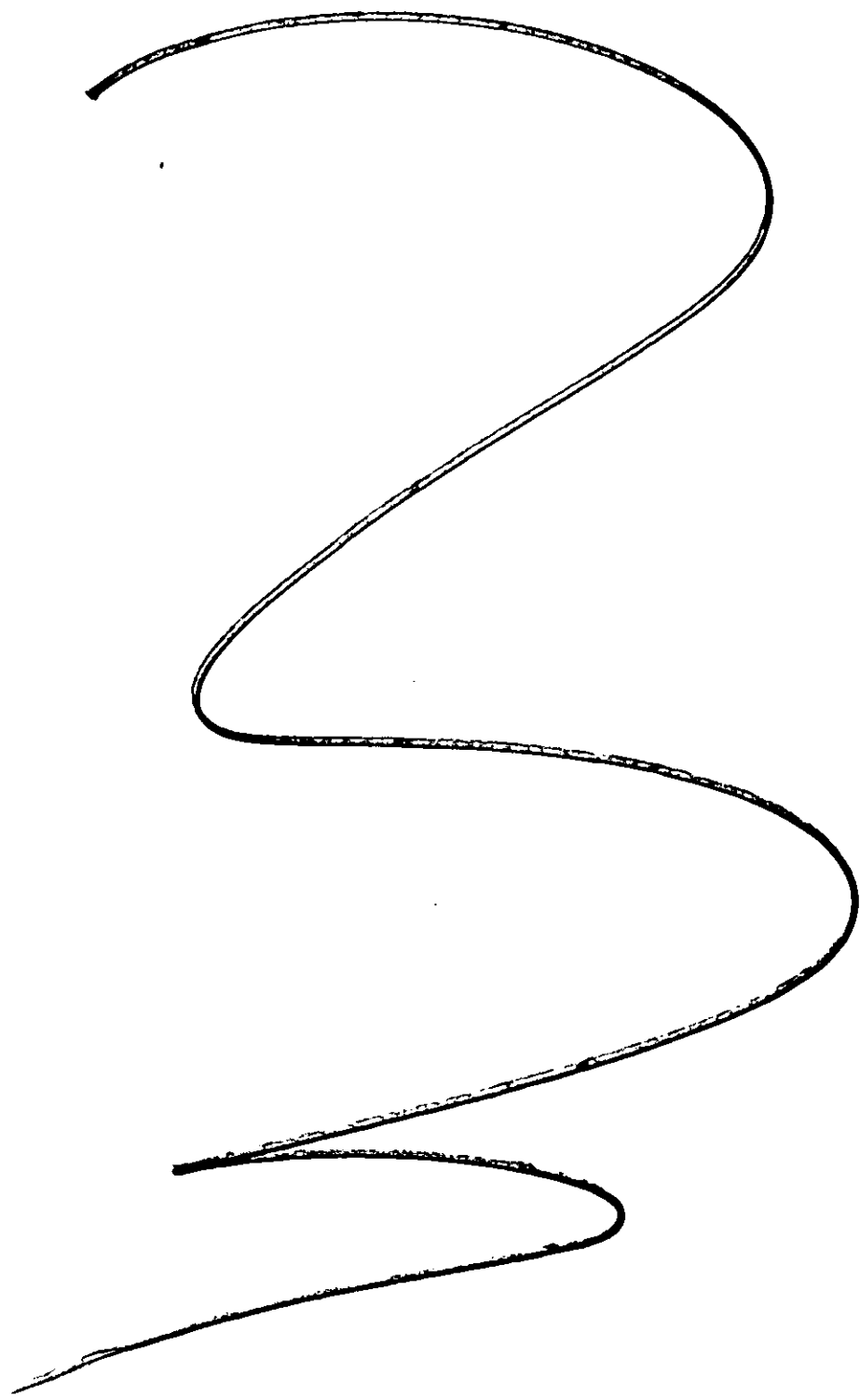
STATE OF OHIO )  
 ) SS  
COUNTY OF CUYAHOGA )

BEFORE ME, a Notary Public in and for said County and State did personally appear EMERY WOODS MASTER ASSOCIATION, INC., an Ohio non-profit corporation, by Austin Carr its Trustee, who acknowledged that he did sign the foregoing instrument on behalf of said corporation and that the same is the free act and deed of such corporation, and his free act and deed both individually and in such official capacity.

IN WITNESS WHEREOF, I have hereunto set my hand and official seal this 4<sup>th</sup> day of November, 2004.

  
\_\_\_\_\_  
Notary Public  
CARLA FARONE  
Notary Public, State of Ohio  
My Commission Expires Apr. 16, 2007  
(Recorded in Lake County)





## Exhibit A

### ADDRESS

Emery Road  
Warrensville Heights, Ohio 44122  
Permanent Parcel No.(s) SEE BELOW  
Order No 225318

### LEGAL DESCRIPTION

#### PARCEL NO. 1:

Situated in the City of Warrensville Heights, County of Cuyahoga and State of Ohio, and known as being part of Lot No. 90, Town 7, Range 11, and bounded and described as follows:

Beginning in the centerline of Emery Road at its intersection with the centerline of Richmond Road; thence from said place of beginning North 89 degrees 24 minutes 36 seconds East along the centerline of Emery Road, a distance of 1453.79 feet to a point in the Westerly line of lands heretofore conveyed to the Warrensville Heights City School District; thence Northerly along the said Westerly line of land so conveyed, a distance of 988.45 feet to a point in a Southerly line of lands conveyed by Ethel M. Cutting to the State of Ohio by Warranty Deed dated August 28, 1961 and recorded in Volume 10194, Page 369 of Cuyahoga County Records, and the Principal Place of Beginning of the land herein intended to be described; thence from said Principal Place of Beginning North 00 degrees 27 minutes 44 seconds West a distance of 828.44 feet to a point in a Northerly line of lands conveyed to the State of Ohio as aforesaid; thence North 89 degrees 51 minutes 10 seconds East along said Northerly line, a distance of 1157.05 feet to the Northeasterly corner of said lands; thence South 1 degree 01 minute 47 seconds East, a distance of 673.85 feet to a Southeasterly corner of said lands; thence South 89 degrees 31 minutes 25 seconds West, a distance of 383.56 feet to a point; thence South 0 degrees 50 minutes 13 seconds East, a distance of 146.43 feet to a point; thence South 89 degrees 24 minutes 36 seconds West, a distance of 781.11 feet to the Principal Place of Beginning, be the same more or less, but subject to all legal highways.

PPN: 763-08-003

EXCEPTING THEREFROM that part conveyed to Maryad Land Corporation in Volume 13169, Page 849 of Cuyahoga County Records.

#### PARCEL NO. 2:

Situated in the City of Warrensville Heights, County of Cuyahoga and State of Ohio:

and known as being part of Original Warrensville Township Lot No. 90, bounded and described as follows:

Beginning at the southeasterly corner of said Original Lot No. 90, which is also in the center line of Emery Road (60 feet wide); thence Northerly along the Easterly line of said Original Lot No. 90, 1134.54 feet to a Southeasterly corner of the first parcel of land conveyed to

Ruth M. Cutting by deed dated May 29, 1946, and recorded in Volume 6076, Page 609 of Cuyahoga County Records; thence Westerly along the Southerly line of said parcel so conveyed to Ruth M. Cutting, 383.79 feet to the Northeasterly corner of the second parcel of land conveyed to Ruth M. Cutting by Deed recorded in Volume 6076, Page 609 as aforesaid; thence Southerly along the Easterly line of said second parcel of land conveyed to Ruth M. Cutting, and along the Easterly line of a parcel of land conveyed to Andrew Radacovsky and Lizzie Radacovsky by Deed dated September 2, 1913 and recorded in Volume 1491, Page 318 of Cuyahoga County Records, 1134.54 feet to the center line of the aforementioned Emery Road; thence Easterly along said center line, 382.79 feet to the place of beginning, be the same more or less, but subject to all legal highways.  
PPN: 763-08-003 and 763-08-002

#### PARCEL NO. 4 A

Situated in the City of Warrensville Heights, County of Cuyahoga and State of Ohio:

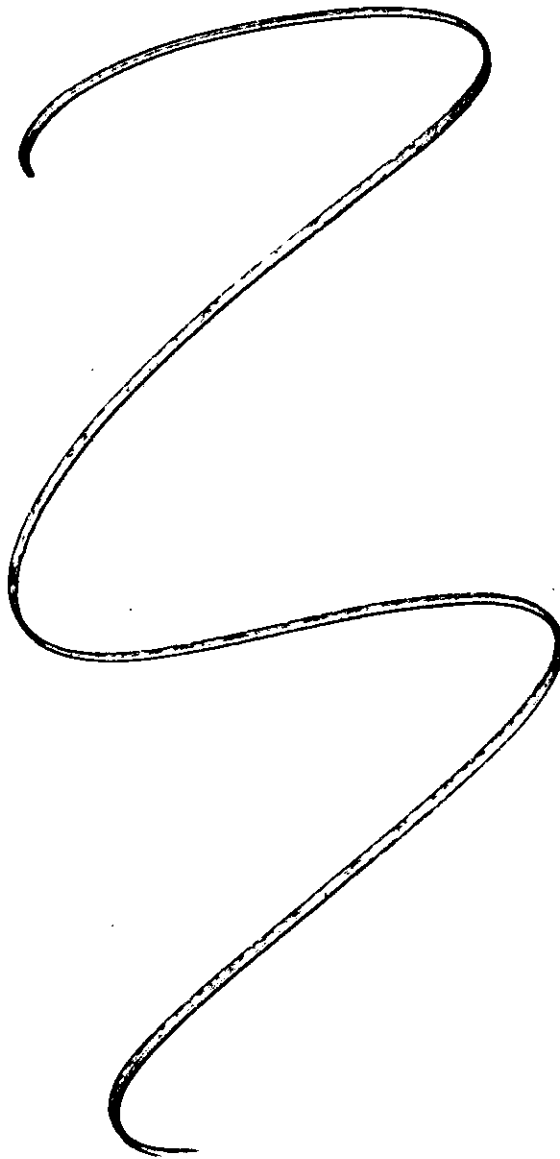
And known as being part of Original Lot No. 90 and is further described as follows:

Beginning at an iron pin set at the Northeast corner of a 2 Acre parcel deed to Henry Ogle and Mary Jane Ogle, by deed dated November 19, 1917, and recorded in Volume 2050, Page 464, Cuyahoga County Deed Records; thence from said place of beginning Northerly along the West line of said 2 Acre parcel extended, 45 feet; thence Easterly parallel with the North line of said 2 Acre parcel, 264 feet to the Easterly line extended Northerly; thence South along the Easterly line extended 45 feet to the Northeast corner of said 2 Acre parcel; thence Westerly along the Northerly line of said parcel 264 feet to the place of beginning, be the same more or less but subject to all legal highways.  
PPN: 763-08-001

#### PARCEL NO. 4 B

And known as being part of Original Warrensville Township No. 90, and bounded and described as follows:

beginning on the centerline of Emery Road (60 feet) at the Southeast corner of land conveyed to Henry Ogle and Mary Jane Ogle, by deed dated November 19, 1917, and recorded in Volume 2050, Page 464 of Cuyahoga County Deed Records; thence from said place of beginning North along said Easterly line of land conveyed to Henry Ogle and Mary Jane Ogle about 330 feet; thence Westerly parallel to the Southerly line of Original Lot No. 90 about 264 feet; thence South along the Westerly line about 330 feet to the Center line of Emery Road; thence Easterly along the Centerline of said Emery Road 264 feet to the place of beginning, be the same more or less but subject to all legal highways.  
PPN: 763-08-001

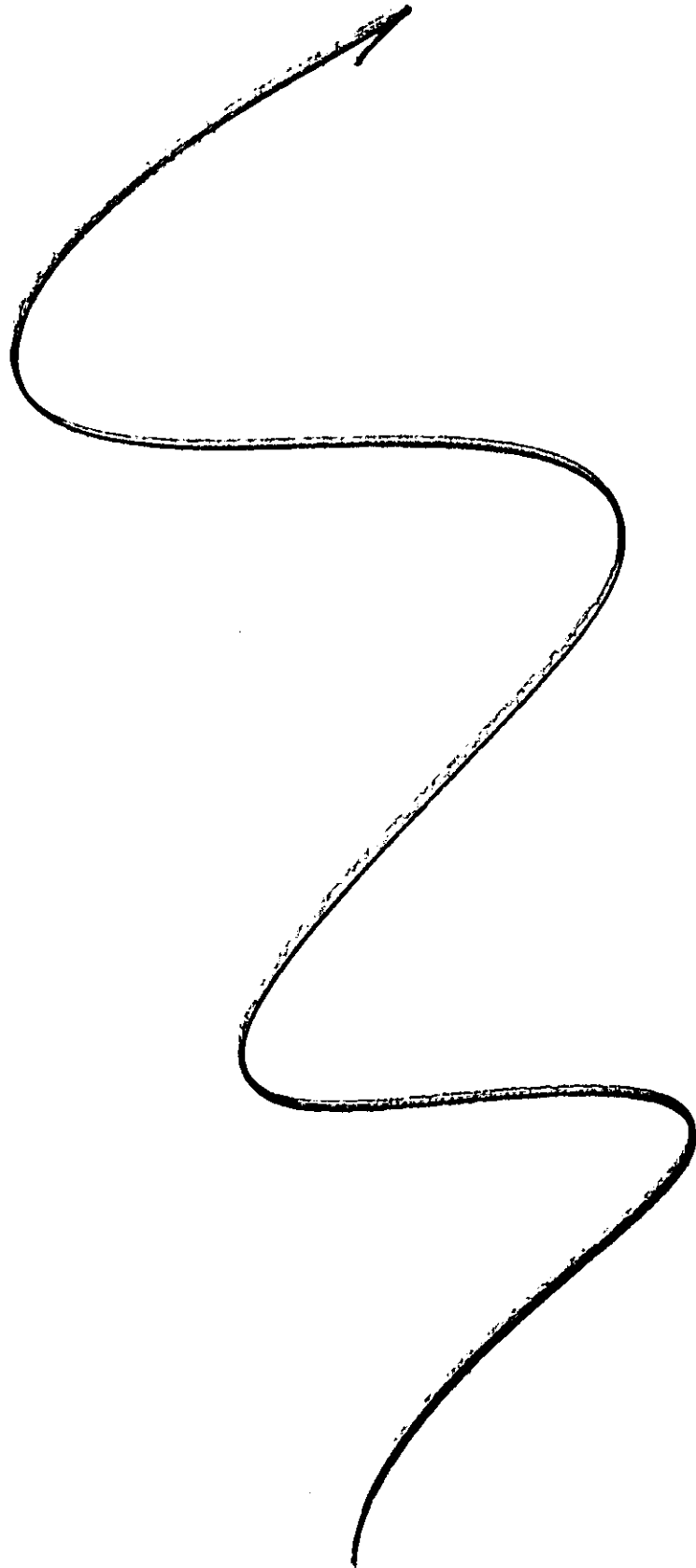


highways.

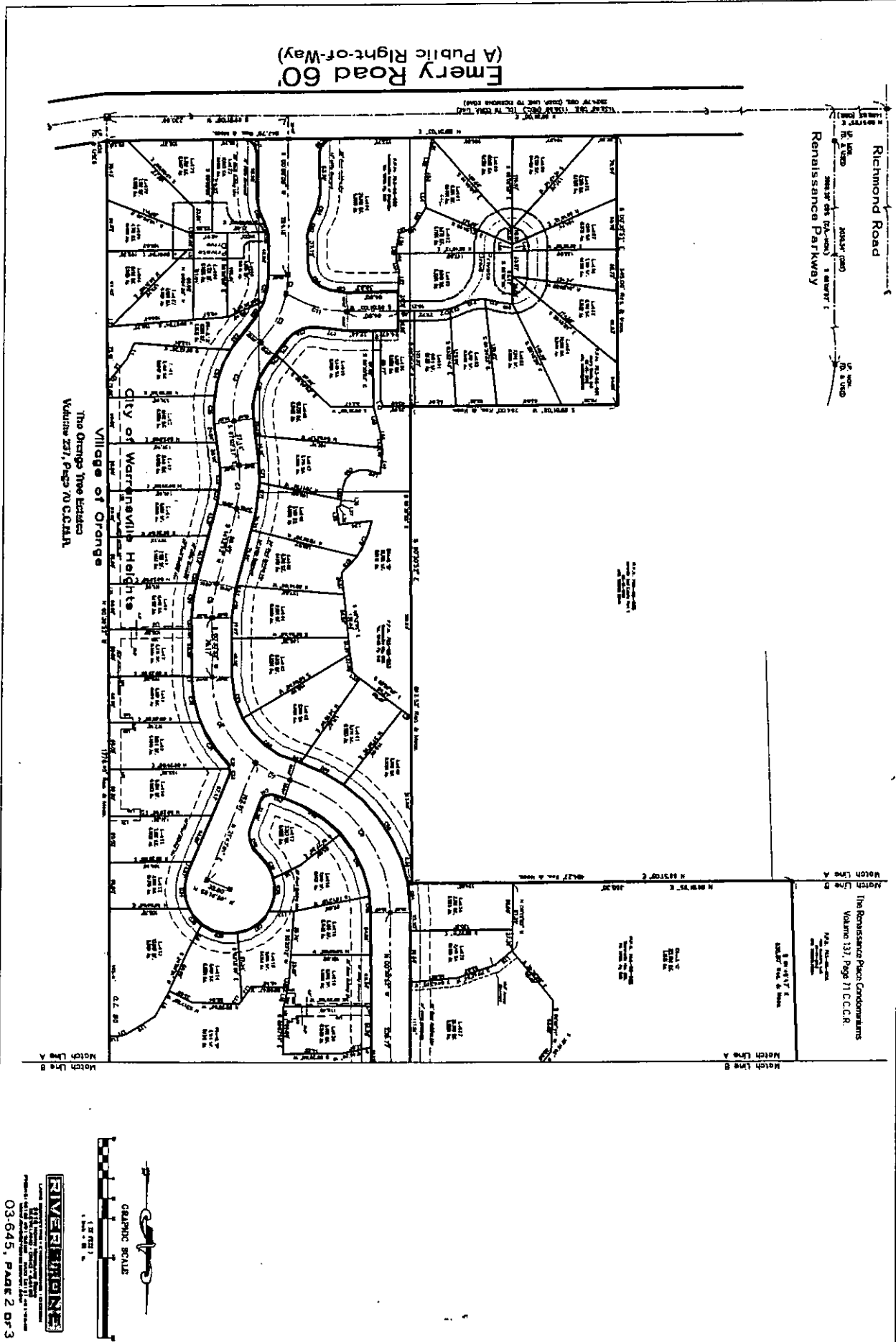
Situated in the City of Warrensville Heights, County of Cuyahoga and State of Ohio, and known as being part of Original Warrensville Township Lot No. 90, and bounded and described as follows: Beginning on the centerline of Emery Road, (60 feet wide), at the Southeastern corner of the land described in Torrens Certificate of title No. 112330; Then Northern 05 deg. 52' 53" East along the Easterly line of land so described, 408.29 feet to the most Southernly corner of land described in Torrens Certificate of Title No. 114753; Then North 01 deg. 25' 20" West along the Easterly line of land described in Torrens Certificate No. 114745 as aforesaid, 582.36 feet, to the northernly line of land described in Torrens Certificate of Title no. 103224; Then South 89 deg. 43' East, along the northernly line of land so described, 484.21 feet to the northeasternly corner thereof; Thence South 00 deg. 04' East along the most Easterly line of land described in Torrens Certificate of Title No. 103224 as aforesaid, 613.45 feet to an exterior corner thereof; thence north 89 deg. 43' West along a Southernly line of land so described, 264 feet to an interior corner thereof; Thence South 00 deg. 04' East along an Easterly line of land so described, 375 feet to a point on the centerline of Emery road; Thence north 89 deg. 43' West along the centerline of Emery Road to the place of beginning, be the same more or less, but subject to all legal

DESCRIPTION OF THE PROPERTY:





1



**RIVERMINE**

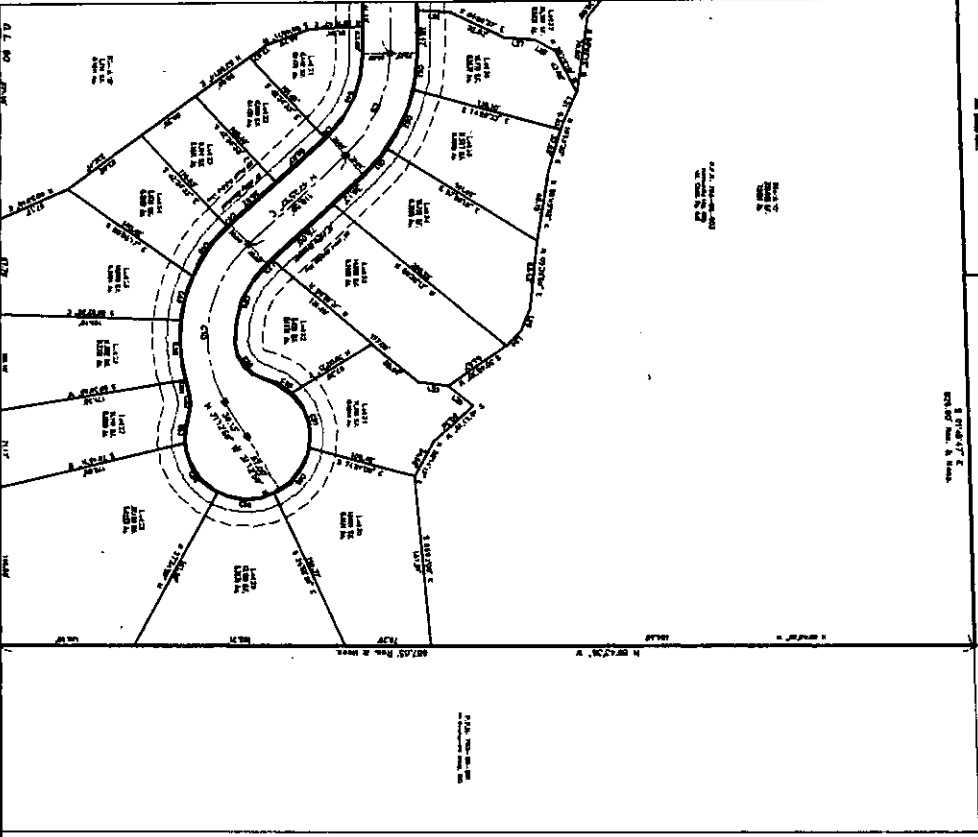
1" = 40'

GRAPHIC SCALE

03-645, PAGE 2 OF 3

The Renaissance Place Condominiums  
 Volume 137, Page 71 C.C.R.

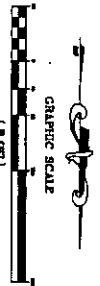
Match Line A  
 Match Line B



The Orange Tree Estates  
 Volume 227, Page 70 C.C.M.R.

UNIT	AREA	PERCENTAGE	REMARKS
101	100.00	100.00	
102	100.00	100.00	
103	100.00	100.00	
104	100.00	100.00	
105	100.00	100.00	
106	100.00	100.00	
107	100.00	100.00	
108	100.00	100.00	
109	100.00	100.00	
110	100.00	100.00	
111	100.00	100.00	
112	100.00	100.00	
113	100.00	100.00	
114	100.00	100.00	
115	100.00	100.00	
116	100.00	100.00	
117	100.00	100.00	
118	100.00	100.00	
119	100.00	100.00	
120	100.00	100.00	

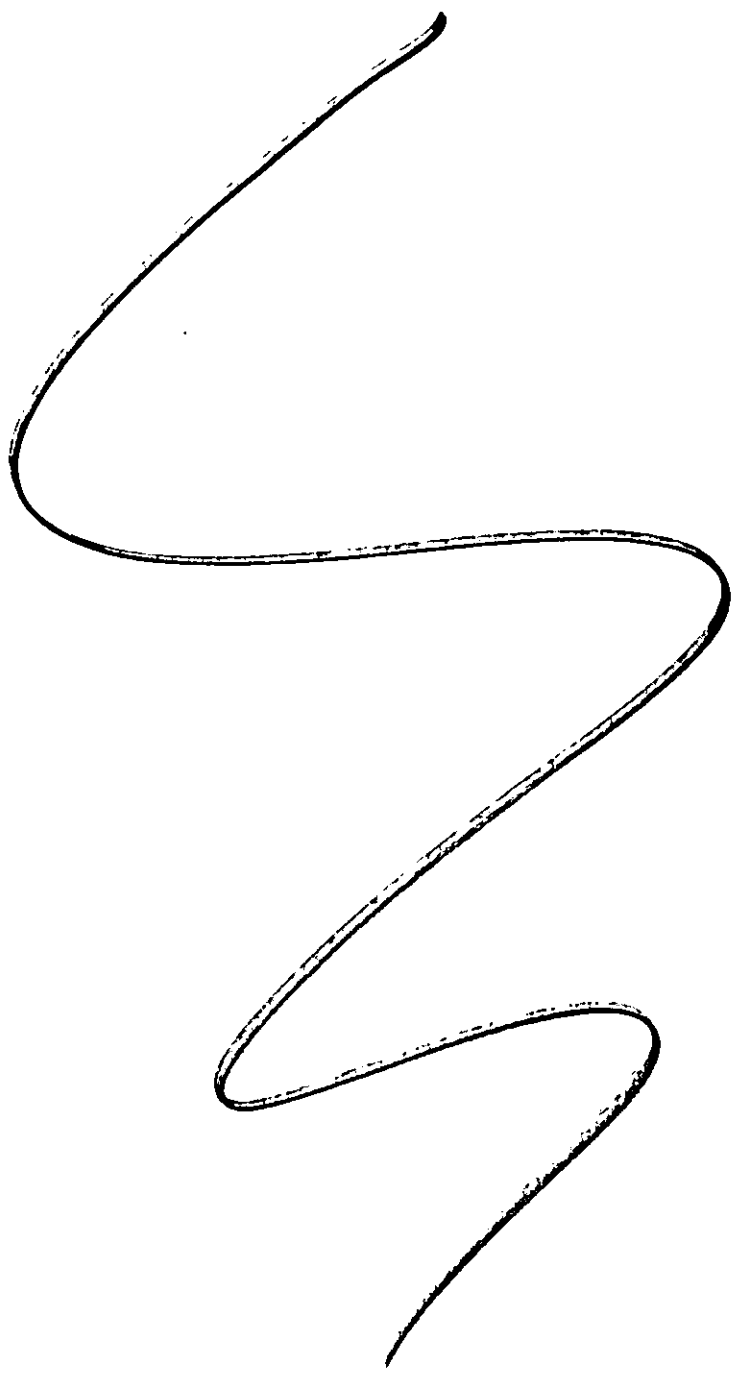
UNIT	AREA	PERCENTAGE	REMARKS
101	100.00	100.00	
102	100.00	100.00	
103	100.00	100.00	
104	100.00	100.00	
105	100.00	100.00	
106	100.00	100.00	
107	100.00	100.00	
108	100.00	100.00	
109	100.00	100.00	
110	100.00	100.00	
111	100.00	100.00	
112	100.00	100.00	
113	100.00	100.00	
114	100.00	100.00	
115	100.00	100.00	
116	100.00	100.00	
117	100.00	100.00	
118	100.00	100.00	
119	100.00	100.00	
120	100.00	100.00	



**RIVERSTONE**  
 03-645, PAGE 3 OF 3







(D)



DATE:	DOCUMENT ID	DESCRIPTION	FILING	EXPED	PENALTY	CERT	COPY
07/29/2004	200421002680	DOMESTIC ARTICLES/NON-PROFIT (ARN)	125.00	.00	.00	.00	.00

**Receipt**

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

DEBORA S. LASCH  
50 PUBLIC SQ., 1414  
CLEVELAND, OH 44113

**STATE OF OHIO  
CERTIFICATE**

**Ohio Secretary of State, J. Kenneth Blackwell**

1479322

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

**EMERY WOODS MASTER ASSOCIATION, INC.**

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

Document(s)

**DOMESTIC ARTICLES/NON-PROFIT**

Document No(s):

**200421002680**



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

Witness my hand and the seal of  
the Secretary of State at Columbus,  
Ohio this 27th day of July, A.D.  
2004.

*J. Kenneth Blackwell*  
Ohio Secretary of State



Prescribed by **J. Kenneth Blackwell**

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

2009 JUL 27 AM

Expedite this Form: (Select One)
Send Form to one of the Following:
<input checked="" type="radio"/> PO Box 1390 Columbus, OH 43218 <small>Requires an additional fee of \$120</small>
<input type="radio"/> PO Box 670 Columbus, OH 43216

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

**INITIAL ARTICLES OF INCORPORATION**  
(For Domestic Profit or Non-Profit)  
Filing Fee \$125.00

THE UNDERSIGNED HEREBY STATES THE FOLLOWING:

(CHECK ONLY ONE (1) BOX)

<input type="checkbox"/> (1) Articles of Incorporation Profit (112-ARF) ORC 1701	<input checked="" type="checkbox"/> (2) Articles of Incorporation Non-Profit (114-ARN) ORC 1702	<input type="checkbox"/> (3) Articles of Incorporation Professional (170-APP) Profession _____ ORC 1705
--	---	--

Complete the general information in this section for the box checked above.

FIRST: Name of Corporation Emery Woods Master Association, Inc.

SECOND: Location Warrensville Heights Cuyahoga  
(City) (County)

Effective Date (Optional) \_\_\_\_\_ Date specified can be no more than 90 days after date of filing. If a date is specified, the date must be a date on or after the date of filing.  
(mm/dd/yyyy)

Check here if additional provisions are attached

Complete the information in this section if box (2) or (3) is checked. Completing this section is optional if box (1) is checked.

THIRD: Purpose for which corporation is formed

REFER TO ATTACHED

Complete the information in this section if box (1) or (2) is checked.

FOURTH: The number of shares which the corporation is authorized to have outstanding (Please state if shares are common or preferred and their par value if any)

(No. of Shares) \_\_\_\_\_ (Type) \_\_\_\_\_ (Par Value) \_\_\_\_\_

(Refer to instructions if needed)

Complete the information in this section if box (1) (2) or (3) is checked.

### ORIGINAL APPOINTMENT OF STATUTORY AGENT

The undersigned, being at least a majority of the incorporators of Emery Woods Master Association, Inc. hereby appoint the following to be statutory agent upon whom any process, notice or demand required or permitted by statute to be served upon the corporation may be served. The complete address of the agent is

C&F One, Inc.  
(Name)  
1414 Terminal Tower, 50 Public Square  
(Street) NOTE: P.O. Box Addresses are NOT acceptable.  
Cleveland Ohio 44113  
(City) (Zip Code)

Must be authenticated by an authorized representative	<input type="text"/>
Authorized Representative	<input type="text"/>
<b>Erwin Hines, Sole Incorporator</b>	<b>July 23, 2004</b>
Authorized Representative	Date
<input type="text"/>	<input type="text"/>
Authorized Representative	Date
<input type="text"/>	<input type="text"/>
Authorized Representative	Date

#### ACCEPTANCE OF APPOINTMENT

The Undersigned, C&F One, Inc., named herein as the  
 Statutory agent for, Emery Woods Master Association  
 hereby acknowledges and accepts the appointment of statutory agent for said entity.

Signature: Forbes Lovett  
(Statutory Agent)  
**Forbes Lovett, Vice-President**

Completing the information in this section is optional

FIFTH: The following are the names and addresses of the individuals who are to serve as initial Directors.

(Name) \_\_\_\_\_  
 (Street) \_\_\_\_\_ NOTE: P.O. Box Addresses are NOT acceptable.  
 (City) \_\_\_\_\_ (State) \_\_\_\_\_ (Zip Code) \_\_\_\_\_

(Name) \_\_\_\_\_  
 (Street) \_\_\_\_\_ NOTE: P.O. Box Addresses are NOT acceptable.  
 (City) \_\_\_\_\_ (State) \_\_\_\_\_ (Zip Code) \_\_\_\_\_

(Name) \_\_\_\_\_  
 (Street) \_\_\_\_\_ NOTE: P.O. Box Addresses are NOT acceptable.  
 (City) \_\_\_\_\_ (State) \_\_\_\_\_ (Zip Code) \_\_\_\_\_

**REQUIRED**  
 Must be authenticated  
 (signed) by an authorized  
 representative  
 (See instructions)

  
 Authorized Representative

July 23, 2004  
 Date

Erwin Hines, Sole Incorporator  
 (Print Name)

\_\_\_\_\_  
 Authorized Representative

\_\_\_\_\_  
 Date

\_\_\_\_\_  
 (Print Name)

\_\_\_\_\_  
 Authorized Representative

\_\_\_\_\_  
 Date

\_\_\_\_\_  
 (Print Name)

---

**ATTACHMENT TO THE ARTICLES OF INCORPORATION**  
**OF**  
**EMERY WOODS MASTER ASSOCIATION, INC.**

---

The following provisions shall be included in and be part of the Articles of Incorporation of Emery Woods Master Association, Inc.:

**THIRD ARTICLE**  
**PURPOSES**

The principal purposes of the Association are:

1. To serve as a central agency to regulate, administer and govern Emery Woods, including the enforcement of covenants and restrictions being imposed on Emery Woods.
2. To own, maintain, repair, replace, manage and operate the Common Area of Emery Woods.
3. To establish Rules, regulations and criteria applicable to Emery Woods.
4. To establish an orderly and efficient system of billing to pay for the expenses incurred in the furtherance of the purposes of the Association.
5. To carry out the responsibilities and obligations of the Association set forth in the Master Declaration, to exercise the rights set forth in the Master Declaration, and to perform such acts and deeds as are deemed necessary to achieve the aforesaid objectives.
6. To such extent as a corporation not for profit may now or hereafter lawfully do, to do each and every thing necessary, suitable, conducive, convenient or proper for, or in connection with, or incidental to, the accomplishment of the foregoing purposes or designed directly or indirectly to promote the interest of the association or to enhance the value of its properties.

**FOURTH ARTICLE**  
**POWERS**

The Association shall have the power to engage in any lawful act pursuant to Chapter

1702 of the Ohio Revised Code deemed by it necessary or desirable to accomplish the purposes set forth in these Articles and to protect the lawful rights and interests of its members in connection therewith.

**FIFTH ARTICLE**  
**MEMBERSHIP AND VOTING RIGHTS**

The Declarant and each Owner upon becoming an Owner, shall automatically be a Member of the Association. Membership shall be appurtenant to and may not be separated from ownership of a Lot and the transfer of a Lot shall automatically transfer membership to the transferee. The voting rights of the Members are described in the Master Declaration.

**SIXTH ARTICLE**  
**INDEMNITY**

1. Indemnification of Officers, Directors, Employees and Agents.

Subject to the further provisions hereof, the Master Association shall indemnify any and all of its existing and former Board members, officers, employees and agents against all expenses incurred by them and each of them, including but not limited to legal fees, judgments, penalties, and amounts paid in settlement or compromise, which may arise or be incurred, rendered, or levied in any legal action brought or threatened against any of them for or on account of any action or omission alleged to have been committed while acting within the scope of employment as board member, officer, employee or agent of the Master Association, whether or not any action is or has been filed against them and whether or not any settlement or compromise is approved by a court. Indemnification shall be made by the Master Association whether the legal action brought or threatened is by or in the right of the Master Association or by any other person. Whenever any existing or former board members, officer, employee, or agent shall report to the President of the Master Association or the Chairman of the Board of Directors that he or she for or on account of any action or omission alleged to have been committed by him or her while acting in the scope of his or her employment as a board member, officer, employee or agent of the Master Association, the Board of Directors shall, at its next regular or at a special meeting held within a reasonable time thereafter determine in good faith whether, in regard to the matter involved in the action or contemplated action, such person acted, failed to act, or refused to act willfully or with gross negligence or with fraudulent or criminal intent. If the Board of Directors determines in good faith that such person did not act, fail to act, or refuse to act willfully or with gross negligence or with fraudulent or criminal action, indemnification shall be mandatory and shall be automatically extended as specified herein, provided, however, that no such indemnification shall be available with respect to liabilities under the Securities Act of 1933, and, provided further, that the Master Association shall have the right to refuse indemnification in any instance in which the person to whom the indemnification would otherwise have been applicable shall have unreasonably refused to permit the Master Association, at its own expense and through counsel of its own choosing, to defend him or her in the action.



**SEVENTH ARTICLE  
SAVINGS CLAUSE**

The indemnification provided by ARTICLE SIX shall not be deemed exclusive of any other rights to which those seeking indemnification may be entitled under the Bylaws, agreements, votes of the Members of disinterested Directors or otherwise, or of any other person apart from ARTICLE SIX, both as to action in his official capacity while holding such office, and shall continue as to a person who has ceased to be a board member, officer, employee or agent and shall inure to the benefit of the heirs, executors and administrators of such a person.

**EIGHTH ARTICLE  
MAINTENANCE OF INSURANCE**

The Master Association shall have power to purchase and maintain insurance on behalf of any person who is or was a board member, officer, employee or agent of the Master Association, or is or was serving at the request of the Master Association, partnership, joint venture, trust or other enterprise against any liability asserted against him and incurred by him in any such capacity or arising out of his status as such, whether or not the Master Association would have the power to indemnify him against such liability under the provisions of this Article.

**APENDEX 1  
DEFINITIONS**

The following definitions are applicable to these Articles of Incorporation:

1. "Association" means Emery Woods Master Association, Inc., a non-profit Ohio corporation, its successors and assigns.
2. "Emery Woods" means the planned unit development known as "Emery Woods" and located in Warrensville Heights, Cuyahoga County, Ohio, and more particularly described in the Master Declaration.
3. "Master Declaration" means Master Declaration of Easements, Covenants and Restrictions for Emery Woods made by Declarant which will be filed for record in the office of the Cuyahoga County, Ohio Recorder.
4. "Declarant" means Emery Woods, LLC, an Ohio limited liability company, and any successor(s) who stands in the same relation to Emery Woods as Emery Woods, LLC does upon execution hereof.
5. "Member" means a member of the Association, being the Declarant and Owners.

6. "Owner" means any Person (including Declarant) who holds part or all of the record title to a Home or to a leasehold estate in any Home having an initial term of fifty (50) years or more. The word "Owner" shall not include (i) any Person holding, whether or not of record, a non-possessory future interest to a Home or to a leasehold estate in a Home having an initial term of less than fifty (50) years; and (ii) any Person having an interest merely as security for the payment of or performance of an obligation unless and until such Person all have acquired title pursuant to foreclosure or any act or proceeding in lieu of foreclosure. In the case of a land installment contract, the vendee shall be deemed the Owner. In the event of an agreement between vendor and vendee otherwise. Each Owner shall be treated for all purposes as a single Owner for each Home held irrespective of whether such ownership is joint or in common. In the event such ownership interest is joint or in common, the majority vote of the Owners shall be necessary to cast any vote to which such Owners are entitled.

7. "Lot" means any subplot shown on the plat attached to the Master Declaration (as same may be amended or modified) upon which a Home has been or is intended to be constructed and which is or will be treated by the Auditor of Cuyahoga County, Ohio, as a separate tax parcel for the purpose of assessing real property taxes. The location and dimensions of each Lot and the number of Lots in the aggregate are subject to amendment and modifications by Declarant (until such time as Declarant ceases to have an Ownership interest in any of the Property) by modification or amendment hereof and/or by the filing of an amended plat with the appropriate governmental offices.

8. "Home" means an individual unit of residential housing situated on an individual Lot for use and occupancy as a single family residence, and the portion of the Lot upon which the Home and its foundation rests. For purposes of this Master Declaration, a Home shall come into existence when the improvements constructed thereon are sufficiently complete to reasonably permit the habitation thereof, whether or not a certificate of occupancy has been issued for the Home by the governmental authority having jurisdiction over the same.

Any capitalized terms used in these Articles and not otherwise defined herein, shall have the meanings ascribed to such terms in the Master Declaration.



Prescribed by **J. Kenneth Blackwell**

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

[www.state.oh.us/sos](http://www.state.oh.us/sos)  
e-mail: [busserv@sos.state.oh.us](mailto:busserv@sos.state.oh.us)

<b>Expedite this Form:</b> (Select One)	
<b>Mail Form to one of the Following:</b>	
<input checked="" type="radio"/> Yes	PO Box 1390 Columbus, OH 43216 *** Requires an additional fee of \$100 ***
<input type="radio"/> No	PO Box 670 Columbus, OH 43216

**INITIAL ARTICLES OF INCORPORATION**  
(For Domestic Profit or Non-Profit)  
Filing Fee \$125.00

THE UNDERSIGNED HEREBY STATES THE FOLLOWING:

**(CHECK ONLY ONE (1) BOX)**

<input type="checkbox"/> (1) Articles of Incorporation Profit (113-ARF) ORC 1701	<input checked="" type="checkbox"/> (2) Articles of Incorporation Non-Profit (114-ARN) ORC 1702	<input type="checkbox"/> (3) Articles of Incorporation Professional (170-ARP) Profession _____ ORC 1785
--	---	---

**Complete the general information in this section for the box checked above.**

**FIRST:** Name of Corporation Emery Woods Master Association, Inc.

**SECOND:** Location Warrensville Heights Cuyahoga  
(City) (County)

Effective Date (Optional) \_\_\_\_\_ Date specified can be no more than 90 days after date of filing. If a date is specified, the date must be a date on or after the date of filing.  
(mm/dd/yyyy)

Check here if additional provisions are attached

**Complete the information in this section if box (2) or (3) is checked. Completing this section is optional if box (1) is checked.**

**THIRD:** Purpose for which corporation is formed

REFER TO ATTACHED

**Complete the information in this section if box (1) or (3) is checked.**

**FOURTH:** The number of shares which the corporation is authorized to have outstanding (Please state if shares are common or preferred and their par value if any)

(Refer to instructions if needed)

\_\_\_\_\_ (No. of Shares) \_\_\_\_\_ (Type) \_\_\_\_\_ (Par Value)

**CUYAHOGA COUNTY RECORDER**  
200412170227 PAGE 67 of 96

Completing the information in this section is optional

FIFTH: The following are the names and addresses of the individuals who are to serve as initial Directors.

(Name)

(Street) NOTE: P.O. Box Addresses are NOT acceptable.

(City) (State) (Zip Code)

(Name)

(Street) NOTE: P.O. Box Addresses are NOT acceptable.

(City) (State) (Zip Code)

(Name)

(Street) NOTE: P.O. Box Addresses are NOT acceptable.

(City) (State) (Zip Code)

**REQUIRED**  
Must be authenticated  
(signed) by an authorized  
representative  
(See Instructions)

[Signature Box]

Authorized Representative

Erwin Hines, Sole Incorporator  
(Print Name)

[Date Box]

Date

July , 2004

[Signature Box]

Authorized Representative

(Print Name)

[Date Box]

Date

[Signature Box]

Authorized Representative

(Print Name)

[Date Box]

Date

Complete the information in this section if box (1) (2) or (3) is checked.

### ORIGINAL APPOINTMENT OF STATUTORY AGENT

The undersigned, being at least a majority of the incorporators of Emery Woods Master Association, Inc. hereby appoint the following to be statutory agent upon whom any process, notice or demand required or permitted by statute to be served upon the corporation may be served. The complete address of the agent is

C&F One, Inc.  
(Name)  
1414 Terminal Tower, 50 Public Square  
(Street) **NOTE: P.O. Box Addresses are NOT acceptable.**  
Cleveland, Ohio 44113  
(City) (Zip Code)

Must be authenticated by an authorized representative

[Signature Box]

July, 2004

Authorized Representative

Date

**Erwin Hines, Sole Incorporator**

[Signature Box]

[Date Box]

Authorized Representative

Date

[Signature Box]

[Date Box]

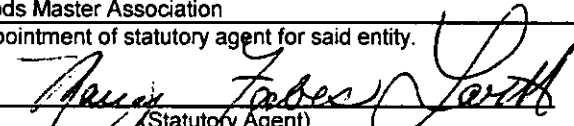
Authorized Representative

Date

#### ACCEPTANCE OF APPOINTMENT

The Undersigned, C&F One, Inc., named herein as the Statutory agent for, Emery Woods Master Association, hereby acknowledges and accepts the appointment of statutory agent for said entity.

Signature:

  
(Statutory Agent)  
**Mary Forbes Lovett, Vice-President**

---

**ATTACHMENT TO THE ARTICLES OF INCORPORATION**  
**OF**  
**EMERY WOODS MASTER ASSOCIATION, INC.**

---

The following provisions shall be included in and be part of the Articles of Incorporation of Emery Woods Master Association, Inc.:

**THIRD ARTICLE**  
**PURPOSES**

The principal purposes of the Association are:

1. To serve as a central agency to regulate, administer and govern Emery Woods, including the enforcement of covenants and restrictions being imposed on Emery Woods.
2. To own, maintain, repair, replace, manage and operate the Common Area of Emery Woods.
3. To establish Rules, regulations and criteria applicable to Emery Woods.
4. To establish an orderly and efficient system of billing to pay for the expenses incurred in the furtherance of the purposes of the Association.
5. To carry out the responsibilities and obligations of the Association set forth in the Master Declaration, to exercise the rights set forth in the Master Declaration, and to perform such acts and deeds as are deemed necessary to achieve the aforesaid objectives.
6. To such extent as a corporation not for profit may now or hereafter lawfully do, to do each and every thing necessary, suitable, conducive, convenient or proper for, or in connection with, or incidental to, the accomplishment of the foregoing purposes or designed directly or indirectly to promote the interest of the association or to enhance the value of its properties.

**FOURTH ARTICLE**  
**POWERS**

The Association shall have the power to engage in any lawful act pursuant to Chapter

1702 of the Ohio Revised Code deemed by it necessary or desirable to accomplish the purposes set forth in these Articles and to protect the lawful rights and interests of its members in connection therewith.

**FIFTH ARTICLE**  
**MEMBERSHIP AND VOTING RIGHTS**

The Declarant and each Owner upon becoming an Owner, shall automatically be a Member of the Association. Membership shall be appurtenant to and may not be separated from ownership of a Lot and the transfer of a Lot shall automatically transfer membership to the transferee. The voting rights of the Members are described in the Master Declaration.

**SIXTH ARTICLE**  
**INDEMNITY**

1. Indemnification of Officers, Directors, Employees and Agents.

Subject to the further provisions hereof, the Master Association shall indemnify any and all of its existing and former Board members, officers, employees and agents against all expenses incurred by them and each of them, including but not limited to legal fees, judgments, penalties, and amounts paid in settlement or compromise, which may arise or be incurred, rendered, or levied in any legal action brought or threatened against any of them for or on account of any action or omission alleged to have been committed while acting within the scope of employment as board member, officer, employee or agent of the Master Association, whether or not any action is or has been filed against them and whether or not any settlement or compromise is approved by a court. Indemnification shall be made by the Master Association whether the legal action brought or threatened is by or in the right of the Master Association or by any other person. Whenever any existing or former board members, officer, employee, or agent shall report to the President of the Master Association or the Chairman of the Board of Directors that he or she for or on account of any action or omission alleged to have been committed by him or her while acting in the scope of his or her employment as a board member, officer, employee or agent of the Master Association, the Board of Directors shall, at its next regular or at a special meeting held within a reasonable time thereafter, determine in good faith whether, in regard to the matter involved in the action or contemplated action, such person acted, failed to act, or refused to act willfully or with gross negligence or with fraudulent or criminal intent. If the Board of Directors determines in good faith that such person did not act, fail to act, or refuse to act willfully or with gross negligence or with fraudulent or criminal action, indemnification shall be mandatory and shall be automatically extended as specified herein, provided, however, that no such indemnification shall be available with respect to liabilities under the Securities Act of 1933, and, provided further, that the Master Association shall have the right to refuse indemnification in any instance in which the person to whom the indemnification would otherwise have been applicable shall have unreasonably refused to permit the Master Association, at its own expense and through counsel of its own choosing, to defend him or her in the action.

**SEVENTH ARTICLE**  
**SAVINGS CLAUSE**

The indemnification provided by ARTICLE SIX shall not be deemed exclusive of any other rights to which those seeking indemnification may be entitled under the Bylaws, agreements, votes of the Members of disinterested Directors or otherwise, or of any other person apart from ARTICLE SIX, both as to action in his official capacity while holding such office, and shall continue as to a person who has ceased to be a board member, officer, employee or agent and shall inure to the benefit of the heirs, executors and administrators of such a person.

**EIGHTH ARTICLE**  
**MAINTENANCE OF INSURANCE**

The Master Association shall have power to purchase and maintain insurance on behalf of any person who is or was a board member, officer, employee or agent of the Master Association, or is or was serving at the request of the Master Association, partnership, joint venture, trust or other enterprise against any liability asserted against him and incurred by him in any such capacity or arising out of his status as such, whether or not the Master Association would have the power to indemnify him against such liability under the provisions of this Article.

**APENDEX 1**  
**DEFINITIONS**

The following definitions are applicable to these Articles of Incorporation:

1. "Association" means Emery Woods Master Association, Inc., a non-profit Ohio corporation, its successors and assigns.
2. "Emery Woods" means the planned unit development known as "Emery Woods" and located in Warrensville Heights, Cuyahoga County, Ohio, and more particularly described in the Master Declaration.
3. "Master Declaration" means Master Declaration of Easements, Covenants and Restrictions for Emery Woods made by Declarant which will be filed for record in the office of the Cuyahoga County, Ohio Recorder.
4. "Declarant" means Emery Woods, LLC, an Ohio limited liability company, and any successor(s) who stands in the same relation to Emery Woods as Emery Woods, LLC does upon execution hereof.
5. "Member" means a member of the Association, being the Declarant and Owners.

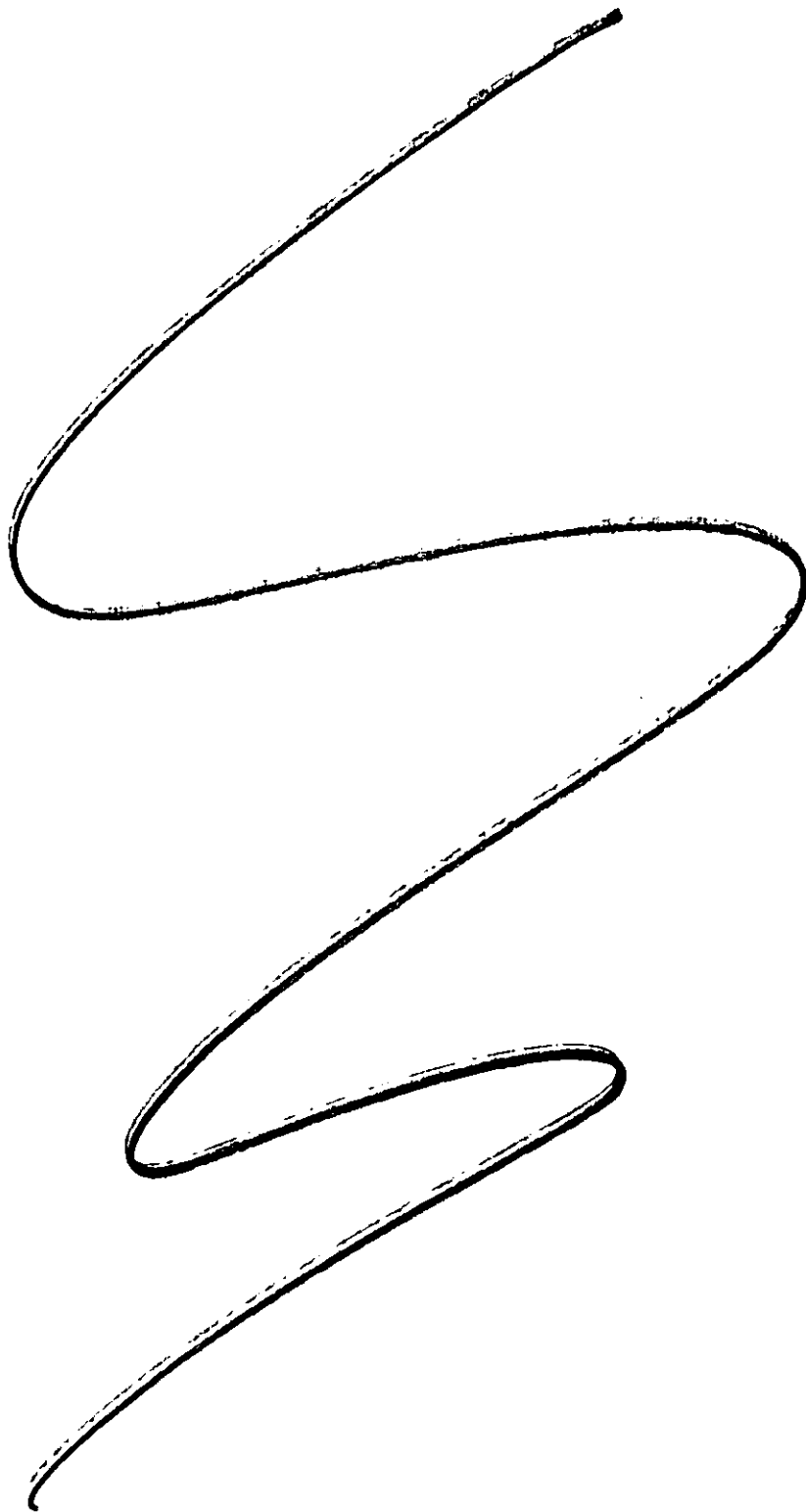


6. "Owner" means any Person (including Declarant) who holds part or all of the record title to a Home or to a leasehold estate in any Home having an initial term of fifty (50) years or more. The word "Owner" shall not include (i) any Person holding, whether or not of record, a non-possessory future interest to a Home or to a leasehold estate in a Home having an initial term of less than fifty (50) years; and (ii) any Person having an interest merely as security for the payment of or performance of an obligation unless and until said Person all have acquired title pursuant to foreclosure or any act or proceeding in lieu of foreclosure. In the case of a land installment contract, the vendee shall be deemed the Owner, absent an agreement between vendor and vendee otherwise. Each Owner shall be treated for all purposes as a single Owner for each Home held irrespective of whether such ownership is joint or in common. In the event such ownership interest is joint or in common, the majority vote of the Owners shall be necessary to cast any vote to which such Owners are entitled.

7. "Lot" means any subplot shown on the plat attached to the Master Declaration (as same may be amended or modified) upon which a Home has been or is intended to be constructed and which is or will be treated by the Auditor of Cuyahoga County, Ohio, as a separate tax parcel for the purpose of assessing real property taxes. The location and dimensions of each Lot and the number of Lots in the aggregate are subject to amendment and modifications by Declarant (until such time as Declarant ceases to have an Ownership Interest in any of the Property) by modification or amendment hereof and/or by the filing of an amended plat with the appropriate governmental offices.

8. "Home" means an individual unit of residential housing situated on an individual Lot for use and occupancy as a single family residence, and that portion of the Lot upon which the Home and its foundation rests. For purposes of this Master Declaration, a Home shall come into existence when the improvements constructed thereon are sufficiently complete to reasonably permit the habitation thereof, whether or not a certificate of occupancy has been issued for the Home by the governmental authority having jurisdiction over the same.

Any capitalized terms used in these Articles and not otherwise defined herein shall have the meanings ascribed to such terms in the Master Declaration.



**EXHIBIT E**

**TO MASTER DECLARATION FOR  
EMERY WOODS**

**BYLAWS  
OF  
EMERY WOODS HOMEOWNERS ASSOCIATION, INC.**

**A Non-Profit Ohio Corporation**

**BYLAWS OF  
EMERY WOODS MASTER ASSOCIATION, INC.  
A NON-PROFIT CORPORATION**

**ARTICLE I. INTRODUCTION**

**1.01 Definition of Bylaws.** These Bylaws constitute the code of rules adopted for the regulation and management of the affairs of the Emery Woods Master Association, Inc. (the "Association"). Any capitalized terms used in these Bylaws and not otherwise defined herein shall have the meanings ascribed to such terms in the Master Declaration of Easements, Covenants and Restrictions for the planned development known as "Emery Woods" and located in Warrensville Heights, Cuyahoga County, Ohio, which is or will be filed for record in the office of the Cuyahoga County, Ohio Recorder (the "Master Declaration").

**1.02 Purposes of the Association.** This Association will have the purposes or powers as stated in its Articles of Incorporation, and whatever powers are or may be granted by the not for profit law of the State of Ohio or any successor legislation. The primary purpose of this corporation is to carry out the responsibilities and obligations of the Association set forth in the Master Declaration, to exercise the rights set forth in the Master Declaration, and to perform such acts and deeds as are deemed necessary to achieve the aforesaid objectives.

**1.03 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.

**1.04 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, including any manager or managing agent, 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.

**ARTICLE II. OFFICES AND STATUTORY AGENT**

**2.01 Principal Offices.** The principal place of business of this Association in Ohio will be located at Warrensville Heights, Ohio.

**2.02 Statutory Agent.** The statutory agent for this Association is C&F One, Inc., whose address is 1414 Terminal Tower, 50 Public Square, Cleveland, Ohio, 44113.

**ARTICLE III. MEMBERSHIP**

**3.01 Definition of Membership.** The Members of this Association are those persons having membership rights in accordance with the provisions of these Bylaws.

**MASTER DECLARATION  
EXECUTION COPY**

**3.02 Members.** Declarant or Builder, if Builder is the record title holder, and each Owner shall automatically become and be a Member of the Association; in the case of an Owner other than Declarant, such membership is appurtenant to the ownership of each Home and shall terminate upon the voluntary or involuntary conveyance of record by such Owner of such Home, whether or not such membership is expressly referred to in the instrument effecting such conveyance, at which time the new Owner or other successor in interest shall automatically become a Member of the Association. Declarant's membership in the Association shall terminate on the date when Declarant no longer is the owner of a fee simple interest in any part of the Common Areas. No Owner, whether one or more Persons, shall have more than one membership per Home owned.

**3.03 Members= Dues.** The annual dues payable to the Association by Members will be in the amounts determined from time to time by resolution of the Board of Trustees. The first annual dues will be payable and submitted in full with the application for membership. Future annual dues will be payable in advance on the first day of each fiscal year. Annual dues of new Members will be prorated from the first day of the month in which the Member enters.

**3.04 Assessments.** Memberships will be subject to assessment in the amounts determined from time to time by resolution of the Board of Trustees.

**3.05 Place of Members= Meetings.** Meetings of Members will be held at the principal place of business this Association in the State of Ohio or as stated in the notice of meeting issued by the Board of Trustees.

**3.06 Annual Members= Meetings.** The annual meeting of the Members will be held at 7:00 p.m. on the first Monday of the fourth month following the close of each fiscal year.

**3.07 Special Members= Meetings.** Special meetings of the Members may be called by any of the following:

- (a) The Chairman of the Board of Trustees.
- (b) The Board of Trustees.
- (c) The President.
- (d) The lesser of (a) 10 percent of the voting members or (b) twenty-five of the voting members.

**3.08 Notice of Members= Meetings.** Written or printed notice, stating the place, day, and hour of the meeting and, in the case of a special meeting, the purpose or purposes for which the meeting is called, must be delivered not less than ten or more than sixty days before the date of the members= meeting, either personally, by registered or certified first class mail, or at the direction of the President, the Secretary, or the officers or other persons or Members calling the meeting, to each Member entitled to vote at such meeting. If mailed, the notice will be deemed

**MASTER DECLARATION  
EXECUTION COPY**

to be delivered when deposited in the United States mail addressed to the Member at the Member=s address as it appears on the records of the Association, with postage prepaid.

**3.09 Voting Rights of Members.** Until Declarant ceases to have an Ownership Interest in any of the Common Areas, Declarant shall be the only Member entitled to vote, unless Declarant elects otherwise by written notice to the Owners. Upon the earlier to occur of (i) the date that Declarant ceases to have an Ownership Interest in any of the Common Areas, or (ii) the date that Declarant elects to terminate its sole voting right by written notice to the Owners pursuant to the immediately preceding sentence, each Member, including Declarant, shall be entitled to exercise one (1) vote for each Home owned by such Member. There shall be only one (1) vote for each Home. In any situation where a Member is entitled to exercise a vote and more than one (1) Person holds the Ownership interest in such Home required for membership, the vote for such Home shall be exercised as those Persons determine among themselves and advise the Secretary of the Association in writing prior to any meeting. In the absence of such advice, the vote of the Home shall be suspended if more than one (1) Person seeks to exercise it.

**3.10 Cumulative Voting Rights.** In all elections for Trustees each Member entitled to vote will have the right to cumulate the vote and to give one candidate a number of votes equal to the vote multiplied by the number of Trustees to be elected, or to distribute the multiple votes on the same principle among as many candidates as the Member may think fit.

**3.11 Members= Proxy Voting.** A Member may vote either in person or by proxy executed in writing by the Member or by his duly authorized attorney-in-fact. No proxy will be recognized as valid after eleven months from the date of its execution unless expressly provided otherwise in the proxy.

**3.12 Quorum of Members.** The number or percentage of Members entitled to vote represented in person or by proxy that constitutes a quorum at a meeting of Members will be Members holding one tenth of the votes entitled to be cast in that manner. The vote of a majority of the votes entitled to be cast by the Members present or represented by proxy at a meeting at which a quorum is present is necessary for the adoption of any matter voted on by the Members, unless a greater proportion is required by the Nonprofit Association Law, the Articles of Incorporation of this corporation, or any provision of these Bylaws.

**3.13 Transferability of Membership.** Membership in this Association is nontransferable and nonassignable. However, in the event that a Member seeks to transfer its, his or her membership, then the transfer of a certificate of membership in this Association must be without payment of any consideration of money or property of any kind or value to the transferor with regard to the transfer. Any transfer in violation of this Regulation will not be valid or recognized by this Association.

**3.14 Termination of Membership.** Membership will terminate in this Association on any of the following events, and for no other reason:

- (a) Receipt by the Board of Trustees of the written resignation of a Member, executed by the Member or the Member=s duly authorized attorney-in-fact.

**MASTER DECLARATION  
EXECUTION COPY**

- (b) The death of a Member.
- (c) The failure of a Member to pay annual dues or assessments on or before their due date.
- (d) For cause, inconsistent with membership, after notice, trial, and conviction.

However, a Member terminating membership status for reasons other than those stated in Paragraph (2), above, may be completely and automatically reinstated if the Member corrects the cause of termination before the Board of Trustees formally adopts a resolution acknowledging the termination.

**ARTICLE IV. BOARD OF TRUSTEES**

**4.01 Powers and Duties.** Except as otherwise provided by law, the Declaration or these Bylaws, all power and authority of the Association shall be exercised by the Board. In carrying out the purposes of the Association and subject to the limitations prescribed by law, the Declaration or these Bylaws, the Board, for and on behalf of the Association, may do the following:

- (a) Maintenance, repair, replacement and surveillance of the Common Areas and the Common Areas and Facilities.
- (b) Levy of Assessments against the Owners and the collection of same.
- (c) Designation and dismissal of the personnel necessary for the maintenance and operation of the Common Areas, the Common Areas and Facilities.
- (d) In carrying out the purposes of the Association and subject to the limitations prescribed by law, the Declaration or these Bylaws, the Board, for and on behalf of the Association, may:
  - (i) Purchase or otherwise acquire, lease as lessee, hold, use, lease as lessor, sell, exchange, transfer, and dispose of property of any description or any interest therein.
  - (ii) Grant easements.
  - (iii) Make contracts.
  - (iv) Effect insurance.
  - (v) Borrow money, and issue, sell, and pledge notes, bonds, and other evidence of indebtedness of the Association, provided, however, if such borrowing is in excess of Five Thousand Dollars (\$5,000.00), the prior approval of the members of the Association entitled to

**MASTER DECLARATION  
EXECUTION COPY**

exercise a majority of the voting power of the Association shall be obtained at a special meeting duly held for such purpose.

- (e) Employ a managing agent to perform such duties and services as the Board may authorize.
- (f) Employ lawyers and accountants to perform such legal and accounting services as the Board may authorize.
- (g) Adopt Rules and Regulations.
- (h) To do all things permitted by law and exercise all power and authorization within the purposes stated in these Bylaws or the Declaration or incidental thereto.

**4.02 Removal of Board Members.** The Board may remove any Board member and thereby create a vacancy in the Board if by order of court such Board member has been found to be of unsound mind, or if he or she is physically incapacitated, adjudicated a bankrupt, or fails to attend three consecutive meetings of the Board. 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 Board members may be removed with or without cause by the vote of members entitled to exercise a majority of the voting power of the Association, and a successor or successors to such Board member so removed may be elected at the same meeting for the unexpired term for each such removed Board member. Any Board member whose removal has been proposed by the members of the Association shall be given an opportunity to be heard at such meeting.

**4.03 Vacancies.** Except as otherwise provided, vacancies in the Board may be filled by a majority vote of the remaining Board members until an election to fill such vacancies is held. Members of the Association shall have the right to fill any vacancy in the Board (whether or not the same has been temporarily filled by the remaining Board members) at any meeting of the members of the Association called for that purpose, and any Board members elected at any such meeting of members of the Association shall serve until the next annual election of Board members and until their respective successors are elected and qualified.

**4.04 Fidelity Bonds.** The Board of Trustees shall require that all officers and employees of the Association handling or responsible for Association funds to furnish adequate fidelity bonds. The premiums on such bonds shall be paid by the Association and shall be a Common Expense.

**4.05 Compensation.** The Board of Trustees shall not receive any salary or compensation for their services, as such, provided nothing herein contained shall be construed to preclude any manager from having dealings with the Association in any other capacity and receiving compensation therefore.

**4.06 Structure of Board.** The Board of Trustees shall initially be composed of four (4) Persons: Joseph A. Bobeck; Erwin Hines; Austin Carr; and Mark Priemer. All Board members shall be elected by Declarant so long as Declarant is the only Member of the Association entitled to vote. Thereafter, Master Board members shall be elected by the voting



**MASTER DECLARATION  
EXECUTION COPY**

Members at the annual meeting of the Association. The Board of Trustees shall be vested with and shall exercise all of the powers of the Association and shall elect the officers of the Association, and shall discharge the duties and obligations of the Association and shall have all rights conferred by law, the Articles of Incorporation and the Bylaws of the Association. Except with respect to Board members appointed by the Declarant, Board members shall be Members.

**4.07 Terms of Trustees.** The Trustees constituting the first Board of Trustees as elected by the Declarant will hold office until the first annual election of Trustees. At the first annual election of Trustees, Trustees will be elected as follows: one for a term of one year; one for a term of two years; and one for a term of three years. Thereafter, Trustees will be elected for a term of one year. Each Trustee will hold office for the term for which the Trustee was elected and until a successor has been selected and qualified.

**4.08 Location of Trustees' Meetings.** Meetings of the Board of Trustees, regular or special, will be held at the principal place of business of this Association or such place or places as the Board of Trustees designates by resolution duly adopted.

**4.09 Regular Trustees' Meetings.** Regular meetings of the Board of Trustees will be held at 7:00 p.m. on the first Thursday of the first month of each calendar quarter. If the date set for the meeting falls on a legal business holiday, then the meeting will be held instead on the Thursday immediately following. This provision of the Bylaws constitutes notice to all Trustees of all regular meetings, and no further notice shall be required, although further notice may be given.

**4.10 Notice of Special Trustees' Meetings.** Written or printed notice stating the place, day, and hours of any special meeting of the Board of Trustees will be delivered to each Trustee not less than three or more than five days before the date of the meeting, either personally or by first class mail, by or at the direction of the President, or the Secretary, or the Trustees calling the meeting. If mailed, the notice will be deemed to be delivered when deposited in the United States mail by registered or certified mail addressed to the Trustee at the Trustee's address as it appears on the records of this Association, with postage prepaid. The notice need not state the business to be transacted at, or the purpose of, the meeting.

**4.11 Call of Special Board Meetings.** A special meeting of the Board of Trustees may be called by either:

- (a) The President.
- (b) A number constituting a quorum of the Board of Trustees.

**4.12 Waiver of Notice.** Attendance of a Trustee at any meeting of the Board of Trustees will constitute a waiver of notice of that meeting except when the Trustee attends a meeting for the express purpose of objecting, at the beginning of the meeting, to the transaction of any business because the meeting is not lawfully called or convened.

**4.13 Quorum of Trustees.** A majority of the whole Board of Trustees will constitute a quorum, provided that in no event will a quorum consist of less than one third of the whole Board. The act of a majority of the Trustees present at a meeting at which a quorum is present

**MASTER DECLARATION  
EXECUTION COPY**

will be the act of the Board of Trustees unless a greater number is required under the provisions of the Nonprofit Association Law, the Articles of Incorporation of this Association, or any provision of these Bylaws.

**ARTICLE V. OFFICERS**

**5.01 Roster of Officers.** The Officers of this Association will consist of the following personnel:

- (a) A President.
- (b) Vice President.
- (c) A Secretary.
- (d) A Treasurer.

**5.02 Selection of Officers.** Each of the Officers of this Association will be elected and appointed annually by the Board of Trustees. Each Officer will remain in office until a successor to the office has been selected and qualified. Elections will be held at the regular meeting of the Board of Trustees taking place on the first calendar quarter of each year.

**5.03 Multiple Officeholders.** In any election of Officers, the Board of Trustees may elect and appoint a single person to more than one office simultaneously, except that the offices of President and Secretary must be held by separate individuals.

**5.04 President.** The President is the Chief Executive Officer of this Association and will, subject to the control of the Board of Trustees or any Committees, supervise and control the affairs of the Association. The President will perform all duties incident to the office and any other duties that may be required by these Bylaws or prescribed by the Board of Trustees.

**5.05 Vice President.** The Vice President will perform all duties and exercise all powers of the President when the President is absent or is otherwise unable to act. The Vice President will perform any other duties that may be prescribed by the Board of Trustees.

**5.06 Secretary.** The Secretary will keep minutes of all meetings of Members and of the Board of Trustees, be the custodian of the corporate records, give all notices as are required by law or by these Bylaws, and, generally, perform all duties incident to the office of Secretary and any other duties as may be required by law, by the Articles of Incorporation, or by these Bylaws, or that may be assigned by the Board of Trustees.

**5.07 Treasurer.** The Treasurer will have charge and custody of all funds of this Association, and will deposit the funds as required by the Board of Trustees, keep and maintain adequate and correct accounts of the Association's properties and business transactions, render reports and accountings to the Trustees and to the Members as required by the Board of Trustees or by members or by law. The Treasurer will perform in general all duties incident to the office

**MASTER DECLARATION  
EXECUTION COPY**

of Treasurer and any other duties as may be required by law, by the Articles of Incorporation, or by these Bylaws, or that may be assigned by the Board of Trustees.

**5.08 Removal of Officers.** Any Officer elected or appointed to office may be removed by the persons authorized under these Bylaws to elect or appoint Officers whenever in their judgment the best interests of this Association will be served. However, any removal will be without prejudice to any contract rights of the Officer so removed.

**5.09 No Compensation to Officers.** None of the officers of the Association shall receive compensation for his or her services as such.

**ARTICLE VI. INFORMAL ACTION**

**6.01 Waiver of Notice.** Whenever any notice whatever is required to be given under the provisions of the Ohio Nonprofit Association Law, the Articles of Incorporation of this Association, or these Bylaws, a waiver of the notice in writing signed by the person or persons entitled to notice, whether before or after the time stated in the waiver, will be deemed equivalent to the giving of the notice. The waiver must, in the case of a special meeting of Members, specify the general nature of the business to be transacted.

**6.02 Action by Consent.** Any action required by law or under the Articles of Incorporation of this Association or these Bylaws, or any action that otherwise may be taken at a meeting of either the members or Board of Trustees, may be taken without a meeting if a consent in writing, setting forth the action taken, is signed by all the persons entitled to vote with regard to the subject matter of the consent, or all Trustees in office, and filed with the Secretary of the Association.

**ARTICLE VII. COMMITTEES**

**7.01 Definition of Executive Committees.** This Association may have certain Committees, each of which will consist of one or more Trustees. Each Executive Committee will have and exercise some prescribed authority of the Board of Trustees in the management of this Association. However, no Committee will have the authority of the Board in reference to affecting any of the following:

- (a) Submission to members of any action requiring approval of Members under the Ohio Nonprofit Association Law.
- (b) Filling of vacancies in the Board.
- (c) Adoption, amendment, or repeal of Bylaws.
- (d) Amendment or repeal of any resolution of the Board.
- (e) Action on matters committed by Bylaws or resolution of the Board to another Committee of the Board.

**MASTER DECLARATION  
EXECUTION COPY**

**7.02 Appointment of Committees.** The Board of Trustees, by resolution duly adopted by a majority of the Trustees in office, may designate and appoint one or more Executive Committees and delegate to these Committees the specific and prescribed authority of the Board of Trustees to exercise in the management of this Association. However, the creation of Executive Committees will not operate to relieve the Board of Trustees, or any individual Trustee, of any responsibility imposed by law.

**7.03 Required Committees.** The following Executive Committees will always operate as part of the corporate management and with the following specific and prescribed authority of the Board to exercise in the management of this Association. The particular Trustees to be serving on the Committee are to be designated and appointed by the Board of Trustees in a resolution that may otherwise add to the scope of the Committee=s authority, if legally permissible, but not subtract from it:

- (a) Executive Committee, which will act for the Board of Trustees in the day-to-day management of this Association in the absence of action by the Board, where legally permissible.
- (b) Maintenance Committee, which will act for the Board of Trustees in the day to day management and maintenance of the facilities and Common Areas owned by the Association as stated in Article VIII of the Master Declaration.
- (c) Architectural Review Committee, which will act for the Board of Trustees in supervising and enforcing the Covenants and Restrictions contained in Articles IV and V of the Master Declaration.

**7.04 Functionary Committees.** In addition, the Board of Trustees, by resolution may designate and appoint certain Functionary Committees designed to transact certain ministerial business of the Association or to advise the Board of Trustees. These Committees will be chaired by an Officer or Trustee as designated by the Board. The Chairperson will proceed to select the remaining members of the Committee up to the number set by the Board or terminate the memberships or appoint successors in the Chairperson=s discretion. The Board may terminate any Committee by resolution.

**7.05 Standing Functionary Committees.** The Association will have the following Standing Functionary Committees, each of which will be chaired by a Trustee or Officer designated by the Board of Trustees, and may consist of any other Members of personnel of the Association appointed by the Chairperson:

- (a) Ways and Means Committee, consisting of four members plus a Chairperson, to determine the financial feasibility of corporate projects, acts, and undertakings referred to it by the Board of Trustees, and to make recommendations with appropriate documentation to the Board concerning matters under consideration.

**MASTER DECLARATION  
EXECUTION COPY**

- (b) Recreation Committee, consisting of four members plus a Chairperson, to determine the need for, recommend sources of funding, to plan and carry out recreational activities of the Association and to make recommendations with appropriate documentation to the Board concerning recreational activities. None of the activities of the Recreation Committee shall be considered Common Expense.

**ARTICLE VIII. OPERATIONS**

**8.01 Fiscal Year.** The fiscal year of this corporation will be the calendar year.

**8.02 Execution of Documents.** Except as otherwise provided by law, checks, drafts, promissory notes, orders for the payment of money, and other evidences of indebtedness of this Association will be signed by the Treasurer and countersigned by the President. Contracts, leases, or other instruments executed in the name of and on behalf of the Association will be signed by the Secretary and countersigned by the President, and will have attached copies of the resolutions of the Board of Trustees certified by the Secretary authorizing their execution.

**8.03 Books and Records.** This Association will keep correct and complete books and records of account, and will also keep minutes of the proceedings of its Members, Board of Trustees, and Executive Committees. The Association will keep at its principal place of business a membership register giving the names, addresses, classes, and other details of the membership of each member, and the original or a copy of its Bylaws including amendments to date certified by the Secretary of the Association.

**8.04 Inspection of Books and Records.** All books and records of this Association may be inspected by any Member, or the Member's agent or attorney, for any proper purpose at any reasonable time on written demand under oath stating the purpose of the inspection.

**8.05 Nonprofit Operations.** This Association will not have or issue shares of stock. No dividend will be paid, and no part of the income of this Association will be distributed to its Members, Trustees, or Officers. However, the Association may pay compensation in a reasonable amount to Members, Officers, or Trustees for services rendered.

**8.06 Loans to Management.** This Association will make no loans to any of its Trustees or Officers or to add any of its key management or other personnel.

**ARTICLE IX. INDEMNIFICATION**

**9.01 In General.** The Association shall indemnify any member of the Board, officer, employee, or agent of the Association or any former member of the Board, officer, employee or agent of the Association and/or its or their respective heirs, executors and administrators, against reasonable expenses, including attorneys' fees, judgments, decrees, fines, penalties or amounts paid in settlement actually and necessarily incurred by him or her in connection with the defense of any pending or threatened action, suit, or proceeding, criminal or civil, to which he or she is or may be made a party by reason of being or having been such member of the Board, officer,

**MASTER DECLARATION  
EXECUTION COPY**

employee or agent of the Association, provided it is determined in the manner hereinafter set forth (a) that such member of the Board, officer, employee or agent of the Association was not, and is not, adjudicated to have been grossly negligent or guilty of willful misconduct in the performance of his duty to the Association, (b) that such member of the Board acted in good faith in what he reasonably believed to be in the best interest of the Association, (c) that, in any matter the subject of a criminal action, suit or proceeding, such Board member had no reasonable cause to believe that this conduct was unlawful, and (d) in case of settlement, that the amount paid in the settlement was reasonable. Such determination shall be made either by the members of the Board of the Association acting at a meeting at which a quorum consisting of members of the Board who are not parties to or threatened with any such action, suit or proceeding is present, or, in the event of settlement, by a written opinion of independent legal counsel selected by the members of the Board.

**9.02 Advance of Expenses.** Funds to cover expenses, including attorneys' fees, with respect to any pending or threatened action, suit, or proceeding may be advanced by the Association prior to the final disposition thereof upon receipt of an undertaking by or on behalf of the recipient to repay such amounts unless it shall ultimately be determined that he is entitled to indemnification hereunder.

**9.03 Indemnification Not Exclusive; Insurance.** The indemnification provided for in this Article IX shall not be exclusive, but shall be in addition to any other rights to which any person may be entitled under the Articles of Incorporation, Rules and Regulations of the Association, any agreement, any insurance provided by the Association, the provisions of Section 1701.12(E) of the Ohio Revised Code, or otherwise. The Association may purchase and maintain insurance on behalf of any person who is or was a member of the Board, officer, agent or employee of the Association against any liability asserted against him or her or incurred by him or her in any such capacity or arising out of his status as such whether or not the Association would have the power to indemnify him or her against such liability under the provisions of this Article.

**9.04 Indemnification by Owners.** The members of the Board and officers of the Association shall not be liable to the Owners for any mistake of judgment, negligence, or otherwise, except for their own individual willful misconduct or bad faith. The Owners shall indemnify and hold harmless each of the members of the Board and officers of the Association against all contractual liability to third parties arising out of contracts made on behalf of the Association except with respect to any such contracts made in bad faith or contrary to the provisions of the Declaration or these Bylaws. It is intended that the members of the Board and officers of the Association shall have no personal liability with respect to contracts entered into on behalf of the Association. Every agreement made by any members of the Board, officer, employee or agent of the Association or by a management company, if any, on behalf of the Association, shall provide that such members of the Board, officer, employee or agent of the Association, or the management company, as the case may be, is acting only as agent for the Association and shall have no personal liability thereunder (except as a Owner), and that each Owner's liability thereunder shall be limited to such proportion of the total liability thereunder as his percentage of interest in the Common Areas and Facilities bears to the total percentage interest of all Owners in the Common Areas and Facilities.

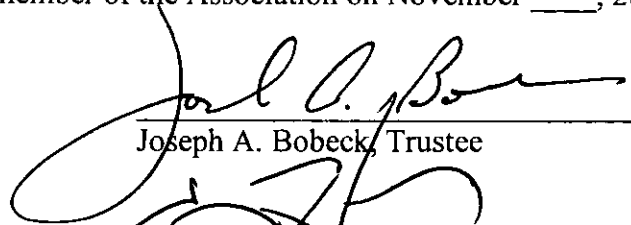
**MASTER DECLARATION  
EXECUTION COPY**

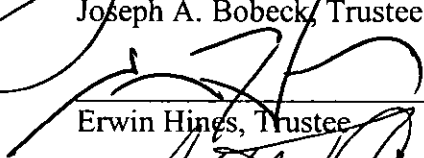
**9.05 Cost of Indemnification.** Any sum paid or advanced by the Association under this Article IX shall constitute a Common Expense and the Association and the Board shall have the power to raise and the responsibility for raising, by special assessment or otherwise, any sums required to discharge its obligations under this Article IX; provided, however, that the liability of any Owner arising out of any contract made by or other acts of any member of the Board, officer, employee or agent of the Association, or out of the aforesaid indemnity in favor of such member of the Board, officer, employee or agent of the Association, shall be limited to such proportion of the total liability hereunder as said Owner's percentage of interest in the Common Areas and Facilities bears to the total percentage interest of all the Owners in the Common Areas and Facilities.


**ARTICLE X. AMENDMENT**

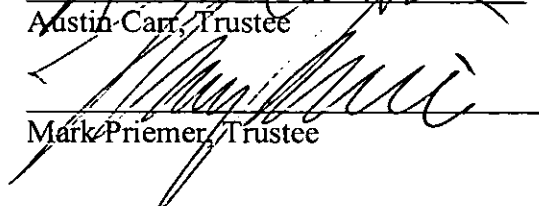
**10.01 Modification of Bylaws.** The power to alter, amend, or repeal these Bylaws, or to adopt new Bylaws, to the extent allowed by law, is vested in the voting members. These Bylaws may be altered, amended, or repealed, by the voting members at a meeting held for that purpose, by the affirmative vote of a majority of the voting members present, if a quorum is present.

**10.02 Adoption of Bylaws.** The undersigned certify that these ByLaws were adopted by the written consent of the sole voting member of the Association on November \_\_\_\_, 2004, at Warrensville Heights, Ohio.

  
\_\_\_\_\_  
Joseph A. Bobeck, Trustee

  
\_\_\_\_\_  
Erwin Hines, Trustee

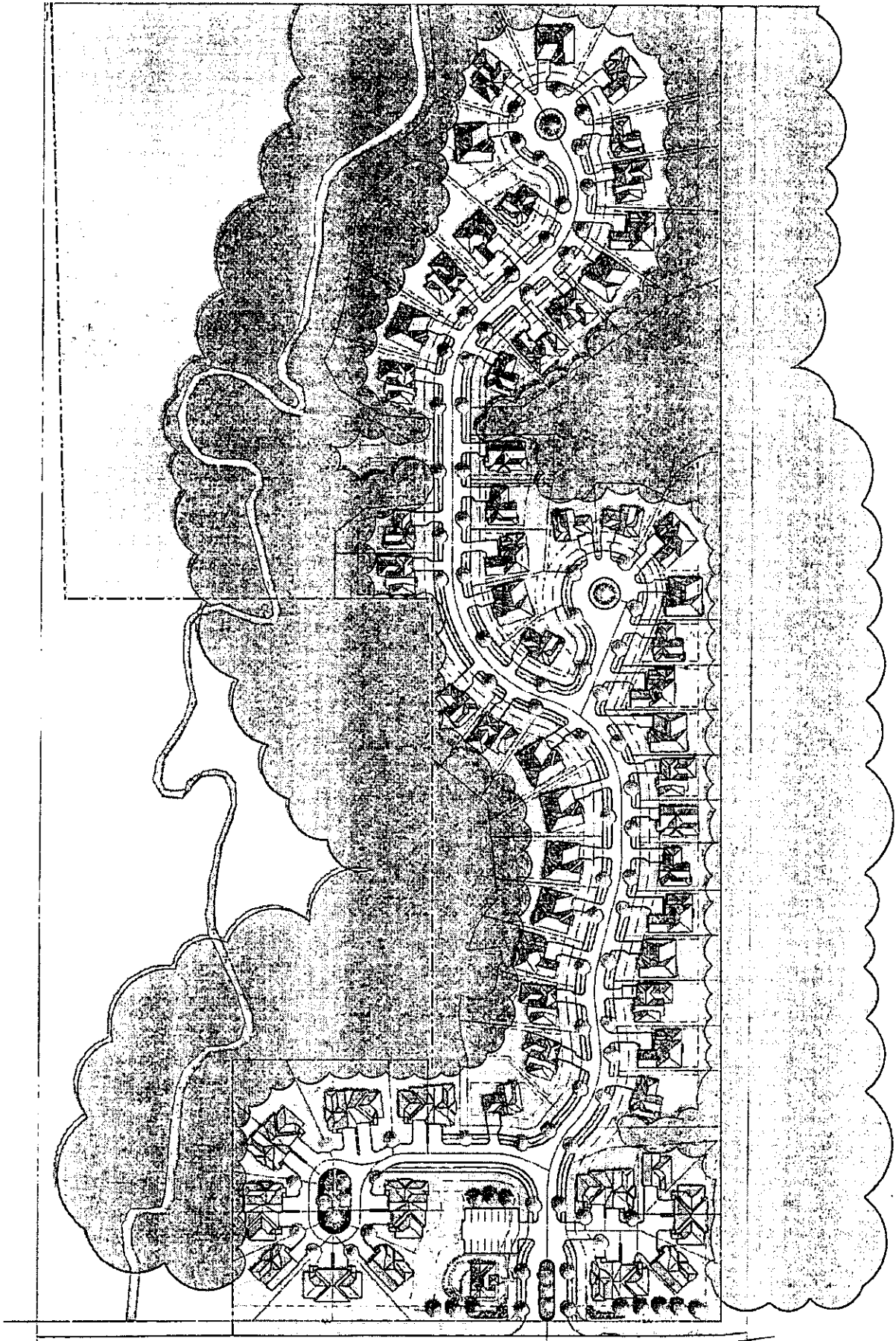
  
\_\_\_\_\_  
Austin Carr, Trustee

  
\_\_\_\_\_  
Mark Priemer, Trustee

S



Ⓢ



*The Chateaux of Emery Woods*

SITE PLAN  
EMERY WOODS LLC  
WARRENSVILLE HEIGHTS, OH



April 12, 2004

cityarchitecture

CUYAHOGA COUNTY RECORDER  
200412170227 PAGE 89 of 95

Ⓢ



# The Chateaux of Emery Woods Master Association

**SERVICES PROVIDED:**

- √ Clubhouse, Patio, and Parking facilities
- √ Nature Preservation Area and Overlook
- √ Taxes on common areas
- √ Liability insurance on common areas
- √ Snow removal for Clubhouse and Parking areas
- √ All Entry and Clubhouse Landscaping services
- √ Professional Management Services
- √ Reserve for future maintenance

**MONTHLY & MISCELLANEOUS FEES:**

- √ \$24.00 per Home per month
- √ \$75.00 per 4 hour use of Clubhouse, Patio and Parking facilities

Purchaser \_\_\_\_\_ Date \_\_\_\_\_

Purchaser \_\_\_\_\_ Date \_\_\_\_\_



2

# EXHIBIT H

## Wetlands

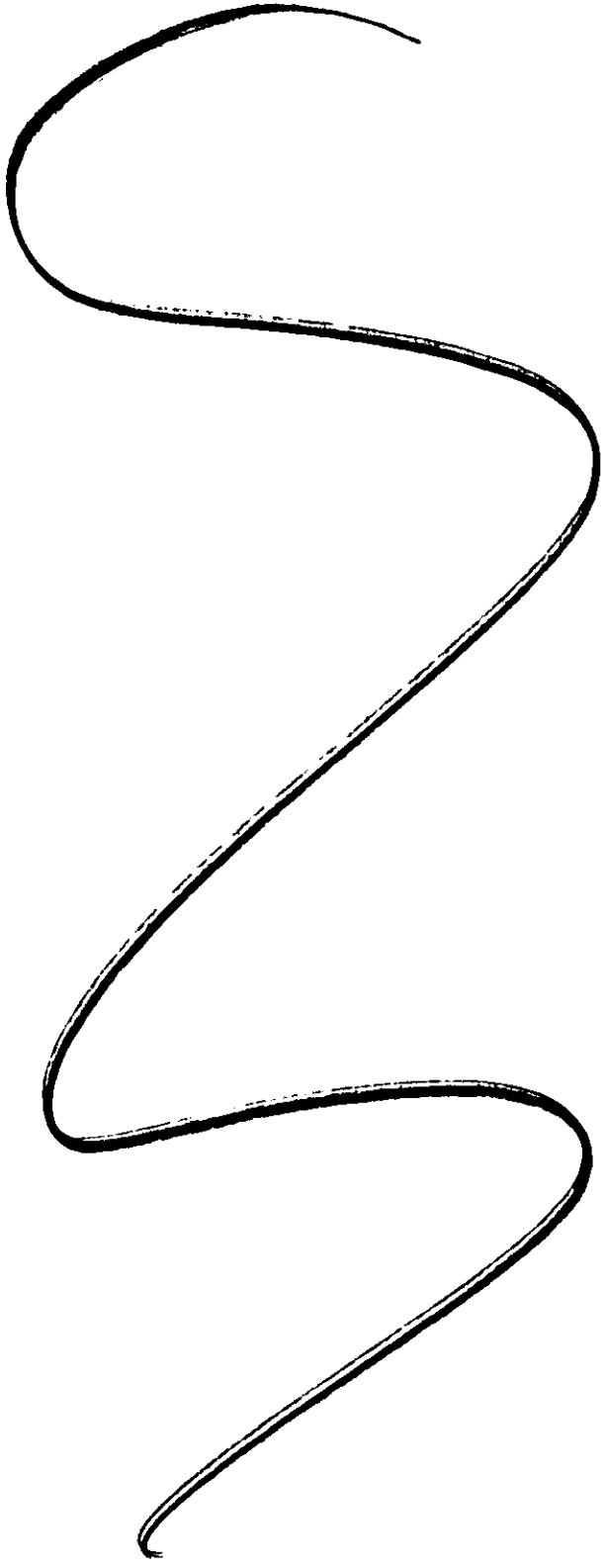
The development of the Chateaux of Emery Woods impacted 0.494 acres of non-isolated wetland and ephemeral streams and 0.036 acres of isolated wetland.

The US Army Corps of Engineers issued a Nationwide Permit No. (39) authorizing the filling the non-isolated wetland and ephemeral streams through Application No. 2003-01848(0) dated January 27, 2004, which was revised June 16, 2004 and September 30, 2004. In addition, the Ohio EPA issued permit SWIMS ID# 049570 on March 15, 2004 authorizing filling of 0.036 acres of isolated wetland. The required wetlands mitigation was made through the purchase of 1.1 acres of wetland mitigation credit from the Trumbull Creek Wetlands Mitigation Bank of the Ohio Wetlands Foundation in a Purchase Agreement dated April 23, 2004.

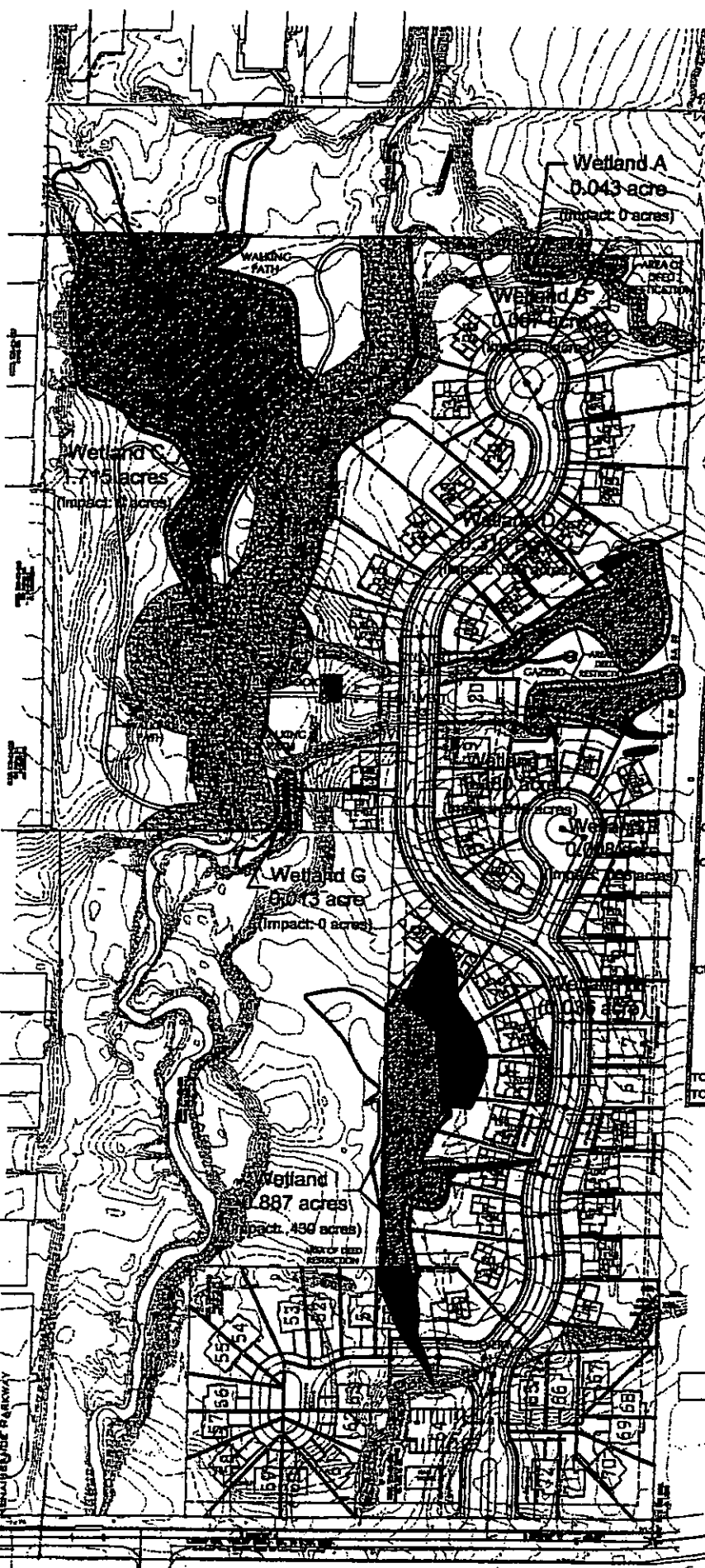
As a part of these agreements, perpetual deed restrictions have been placed on 6.455 acres of land. This land includes the un-impacted wetlands and streams plus the following buffers. As shown in Exhibit I, a 10-foot buffer must be maintained around all remaining wetlands. In addition, a 50-foot buffer must be maintained off both sides of the main stream running the length of the site from north to south. Walk-out cellars may be constructed within the deed-restricted area of sublots 30 and 31. In addition, a 10-foot buffer must be maintained along both sides the following smaller streams.

1. The stream running east to west, north of sublots 28 through 30.
2. The ephemeral stream running east to west: between sublots 20 and 21, and between subplot 36 and the scenic-overlook (subplot 37).
3. The ephemeral stream running east to west north of sublots 15 and 19, and between the scenic-overlook(sublot 37) and subplot 38.
4. The stream running east to west from the Orange Township border between sublots 1 and sublots 65,66 and 67 and south between the clubhouse (subplot 64) and sublots 61, 62 and 63.

Most of the deed restricted areas are located on Common Areas. However, part of the 50-foot buffer along the main stream running the length of the site from north to south lies on sublots 30 and 31. In addition, part of the wetland and/or buffer are located on sublots 24, 25, 28 and 29.



1



	EXISTING WETLANDS TO REMAIN	
	EPHEMERAL STREAM IMPACTED:	0.013 ACRES
	REMOVED NON-ISOLATED WETLAND:	0.481 ACRES
	REMOVED ISOLATED WETLAND:	0.036 ACRES
<b>TOTAL NON-ISOLATED WETLAND + EPHEMERAL STREAM:</b>		<b>0.494 ACRES</b>
	DEED-RESTRICTED LAND:	6.453 ACRES

CULVERTS:	LINEAL FEET:	DESCRIPTION:
CULVERT #1	158	3' x 7' BOX CULVERT
UPSTREAM CONSTRUCTION	20	BANK GRADING
DOWNSTREAM ROCK		
CHANNEL PROTECTION	14	9 YD <sup>3</sup>
SUBTOTAL:	190	
CULVERT #2	ELIMINATED	
CULVERT #3	163	30" ROUND PIPE
UPSTREAM CONSTRUCTION	11.5	5 YD <sup>3</sup>
DOWNSTREAM ROCK		
CHANNEL PROTECTION	13.6	12 YD <sup>3</sup>
SUBTOTAL:	188	
CULVERT #4	74	30" ROUND PIPE
UPSTREAM CONSTRUCTION	11.5	10 YD <sup>3</sup>
DOWNSTREAM ROCK		
CHANNEL PROTECTION	10.5	10 YD <sup>3</sup>
SUBTOTAL:	96	
TOTAL PERMANENT STREAM IMPACTS:		190 LF
TOTAL EPHEMERAL STREAM IMPACTS:		284 LF

LEGEND

	EXISTING WETLANDS TO REMAIN
	EPHEMERAL STREAM IMPACTED
	REMOVED NON-ISOLATED WETLAND
	REMOVED ISOLATED WETLAND
	DEED-RESTRICTED LAND
	WALKING PATH
	AREA OF DEED RESTRICTION
	ROAD
	UTILITY LINE
	BOUNDARY
	SPOT ELEVATION
	CONTOUR LINE
	STREAM CENTERLINE
	STREAM BANK
	STREAM BED
	STREAM CHANNEL
	STREAM STRUCTURE
	STREAM CROSSING
	STREAM CROSSING STRUCTURE
	STREAM CROSSING STRUCTURE WITH ROCK
	STREAM CROSSING STRUCTURE WITH CHANNEL PROTECTION
	STREAM CROSSING STRUCTURE WITH BANK GRADING
	STREAM CROSSING STRUCTURE WITH ALL FEATURES

TRANSFER NOT REQUIRED

DEC 17 2004

Frank Russo

CUYAHOGA COUNTY AUDITOR

TRANSFER NOT REQUIRED

DEC 17 2004

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

DECRANE, PETER  
 D/A Processing No. 2003-01848(0)  
 Cuyahoga County, Ohio Quad: CHAGRIN FALLS  
 Sheet 1 of 3

EMERY ROAD 60'  
(A PUBLIC RIGHT-OF-WAY)