particular Neighborhood may be subject to additional covenants and/or the Owners of Living Units and Vacant Single Family Lot Owners within a particular Neighborhood may be members of another owners' association ("Neighborhood Association") in addition to the Association. Except in the case of a condominium or a neighborhood of cluster units, no such separate Neighborhood Association shall be required. Each Neighborhood Association upon the affirmative vote, written consent, or any combination thereof, of a majority of Owners of Living Units and Vacant Single Family Lots within the Neighborhood:

(i) May request that the Association provide a higher level of service or special services for the benefit of Living Units in such Neighborhood, the cost of which shall be assessed against the benefitted Living Units as a Neighborhood Assessment pursuant to Article IX of this Declaration;

(ii) May determine that expenses for the Neighborhood shall be paid and assessed by the Neighborhood Association.

(iii) May designate a separate Architectural Review Board for the Neighborhood which shall replace the function of the Architectural Review Board of the Development as it relates to the Neighborhood; provided, however, that any such Neighborhood Architectural Review Board shall insure that such aesthetic guidelines (i.e., as uniformity of design and common theme, uniform exterior color, roof materials, and windows) as are required in order to have the effect of uniting a cluster community, as are provided in this Declaration for the Development, are observed within the Neighborhood.

(b) Neighborhood Expenses, including the cost of exterior staining, landscaping, snow and ice removal from the driveways, roof repair and replacement due to ordinary wear and tear (except in the "Woods Neighborhood," as designated below where roof maintenance repair and replacement shall be the obligation of the owners of respective Living Units), bi-annual gutter cleaning, and pest control, as deemed reasonable and necessary by the Neighborhood Association, shall be allocated pro rata among the owners of the Living Units in a respective Neighborhood, as opposed to being allocated based on the actual expense relating to any particular Living Unit. Future costs of maintenance repair or replacement of any exterior decks and patios pursuant to Section 7.29 below shall not be Neighborhood Expenses and shall be paid by the owners of the respective Living Units. The only maintenance responsibility of any Homeowners' Association relating to roofs shall be the responsibility of a Neighborhood Association for maintenance

required due to age and normal wear and tear of roofs and walls of only cluster units located in the Neighborhood of such Neighborhood Association, (except for the Woods Neighborhood, which shall have no such responsibility). Notwithstanding any other provisions of the Declaration, the Association shall have no responsibility for maintenance, repairs or replacements to Living Units caused by fire or other casualty, such as wind storms and the like, or other sudden causes, unless caused by the Developer, the Association, or their respective agents. The Owners of all Cluster, patio or zero lot line homes hereby grant to the Association or the respective Neighborhood Associations the right and easement, on, over, under and across the Living Unit and maintenance thereof. In connection with the special services described above, as well as other services which may be established for a Neighborhood, there shall be assessed against the benefitted Living Units as a Neighborhood Assessment pursuant to Article IX of the Declaration the monthly amount of Two Hundred Eighty Dollars ($280.00)for Living Units located in the Glencoe Neighborhood and for Living Units located in the Chapelton Court Neighborhood Association, which may be changed from time to time to reflect costs and expenses for the provision of such services and other services which may be provided by respective Neighborhood Association. The designation of the Glencoe Neighborhood in the First Amendment to the Declaration, and the designation of the Chapelton Court Neighborhood in the Second Amendment to the Declaration are incorporated herein by reference. The real estate described in Exhibits "B", "C" and "D" attached hereto is hereby designated as a Neighborhood known as "The Woods Neighborhood." The real estate described in Exhibits "E" and "F" attached hereto are hereby respectively designated the "Argyll" and "Thornhill" Neighborhoods. The Codes of Regulations of the Glencoe, Chapelton Court, The Argyll and Thornhill Neighborhood Associations shall initially have the same format as Exhibit "G" attached hereto. The Code of Regulations of the Woods Neighborhood Association shall be in the form attached hereto as Exhibit "H." As provided in the Declaration, the substantive rights and obligations set forth in such Codes of Regulations shall constitute and form a part of the Declaration, its covenants and restrictions, and shall run with the land, and be binding upon and inure to the benefit of all Persons having any right, title or interest in or to Living Units or Vacant Single Family Lots within such Neighborhood and such Association.

(c) Notwithstanding any provision of these Restrictions to the contrary, no Owner (except the Developer) may paint or otherwise decorate or cause to be painted or otherwise decorated any exterior portion of any building or structure located on any cluster, patio or zero lot line home lots without the consent of the Architectural Review Board of the Neighborhood Association

or the Neighborhood Association, as the case may be.

5.6 Notwithstanding the rights and easements of enjoyment and uses created in Article III of this Declaration, and in addition to any right the Association shall have pursuant to this Declaration or in law, the Association shall have the right:

(a) To borrow money from time to time for the purpose of improving the Common Areas, and may secure said financing with a mortgage or mortgages upon all or any portion of property owned by the Association in accordance with its Articles and Code and subject to the provisions of this Declaration.

(b) To take such steps as are reasonably necessary to protect the Common Areas from foreclosure.

(c) To the extent permissible by zoning ordinances, to convey the Common Areas or a portion thereof, to a successor, provided, however, that any such conveyance shall require the vote of a majority of the Members, and provided further that such successor shall agree, in writing, to be bound by all easements, covenants, restrictions and the spirit of this Declaration.

(d) To enter or authorize its agents to enter on or upon the Property, or any part thereof, when necessary in connection with any maintenance, repair or construction for which the 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 practicable and any damage caused thereby shall be repaired by the Association, except as otherwise provided herein.

(e) To grant, obtain or dedicate to public use easements and rights-of-way (i) for access and easements for the construction, extension, installation, maintenance or replacement of utility services and facilities, or (ii) 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.

ARTICLE VI

RESPONSIBILITIES OF THE ASSOCIATION

The Association shall have the exclusive duty to perform the following functions:

6.1 The Association shall maintain the Common Areas in a clean, safe, neat, healthy 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 Declaration. The Association shall provide equipment and supplies necessary for the maintenance (including landscape maintenance) and enjoyment of such property. All work performed by the Association under this Article shall be performed in a good and workmanlike manner. The following are included among such responsibilities:

(a) Entranceway Areas: To operate, maintain, repair and replace any now existing or hereafter created entranceway area 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 such as gatehouses, gates, sprinkler systems, signs, lighting, traffic control devices, decorative or screening walls, fences, ponds, fountains and pumps. The Association shall also pay or reimburse Declarant for any real estate taxes assessed with respect to any such entranceway areas and the improvements thereon, and if Declarant at any time requests, the 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 Association's responsibility to maintain.

(b) Perimeter Fences and Walls: To maintain, repair and replace all fences, walls and gates situated at or near the perimeter of the Property, including, without limitation, any gates controlling access to the Property from public or private roads.

(c) Berms Along Public Roads: 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. The Association shall also pay or promptly reimburse Declarant for all real estate taxes, if any, assessed with respect to such berms.

(d) Roads and Median Strips: To accept and hold title to, unconditionally and for a nominal consideration of Ten Dollars ($10.00), the Association Roads, and to maintain (including snow removal), repair and replace all such Association Roads, bridges, culverts and other crossings (as well as all signs and devices for the control of traffic within the rights of way of such Association Roads), landscaping, signage or other improvement within any median strip within the right-of-way of any portion of any of the Association Roads and to pay all real estate taxes, if any, assessed with respect thereto. By acceptance of a deed to any Vacant Single Family Lot or Living Unit Lot, or by the

acceptance of any other legal or equitable interest in any such lot, each and every Owner, mortgagee or other lienholder or party having a legal or equitable interest in a Vacant Single Family Lot or a Living Unit Lot does automatically and irrevocably name, constitute, appoint and confirm Declarant or the Association as attorney-in-fact for the purpose of conveying to the Association the portion of the Vacant Single Family Lot or Living Unit Lot that is situated within any of the private roads shown on recorded subdivision plats. This power of attorney is irrevocable and coupled with an interest.

(e) Street Lighting: With respect to all parts (including, but not limited to, poles, standards, fixtures, transformers, wires, bulbs and cables) of any street lighting system which are not or hereafter installed by or at the direction of Declarant or the Association in the median strips or the rights-of-way of any portion of any of the Association Roads, to maintain the same in good order and condition, to make all replacements and renewals necessary to maintain the same, and to operate and to pay all costs of operating the same, including, but not limited to, costs of electricity.

(f) Security: To provide such security for the Property as the Association may from time to time deem desirable to maintain Glencairn Forest as a safe, secure residential environment. HOWEVER, NEITHER THE ASSOCIATION NOR DECLARANT SHALL BE HELD LIABLE FOR ANY LOSS OR DAMAGE BY REASON OF FAILURE TO PROVIDE ADEQUATE SECURITY OR BY REASON OF THE INEFFECTIVENESS OF THE SECURITY MEASURES UNDERTAKEN. ALL OWNERS, TENANTS, GUESTS AND INVITEES OF ANY OWNER, ACKNOWLEDGE THAT THE ASSOCIATION, THE BOARD, AND DECLARANT ARE NOT INSURERS AND THAT EACH OWNER, TENANT, GUEST AND INVITEE ASSUMES ALL RISK OF LOSS OR DAMAGE TO PERSONS, LIVING UNITS AND THE CONTENTS OF LIVING UNITS, AND FURTHER ACKNOWLEDGE THAT DECLARANT HAS MADE NO REPRESENTATIONS OR WARRANTIES, NOR HAS ANY OWNER, TENANT, GUEST OR INVITEE RELIED UPON ANY REPRESENTATIONS OR WARRANTIES, EXPRESSED OR IMPLIED, INCLUDING ANY WARRANTY OF MERCHANTABILITY OR FITNESS FOR ANY PARTICULAR PURPOSE RELATIVE TO ANY SECURITY MEASURES RECOMMENDED OR UNDERTAKEN BY THE ASSOCIATION.

(g) Drainage System: To maintain all lakes, ponds, waterfalls, canals, piping, culverts, drains and other facilities (which are not publicly owned property) now or hereafter situated upon any portion of the Property 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.

(h) Bikepaths/Walking Trails and Paths: To maintain, repair or replace any bikepaths/walking trails and paths situated anywhere on the Property.

(i) Open Space: The Association shall also pay or reimburse Declarant for any real estate taxes and assessments assessed with respect to any such Open Space, and if Declarant at any time requests, the Association shall, unconditionally and for a nominal consideration of Ten Dollars ($10.00), accept a deed to and hold title to such areas. The obligations set forth in this subsection shall be deemed to run with and burden the party accepting any such deed and title to the Open Space. The Association shall preserve and maintain the Open Space in accordance with the requirements of the Township of Richfield Planning & Zoning Code.

(j) 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.

(k) Maintenance of Non-Association Property: The Association shall maintain property which it does not own, including, without limitation, property dedicated to the public, if the Board determines that such maintenance is necessary or desirable to maintain the Community Wide Standard.

(l) Rubbish Removal: The Association may provide rubbish removal services, the cost of which services shall be included in the Common Expenses.

EACH OWNER ACKNOWLEDGES, UNDERSTANDS AND AGREES THAT UNDER THE COMMON LAW OF THE STATE OF OHIO, NO OWNER OF REAL PROPERTY IS OBLIGATED TO REMOVE THE NATURAL ACCUMULATIONS OF ICE AND SNOW AND IS NOT LIABLE FOR INJURIES CAUSED AS A RESULT OF THE SNOW OR ICE. EACH OWNER ACKNOWLEDGES, UNDERSTANDS AND AGREES ON BEHALF OF THE OWNER, THE OWNER'S HEIRS, SUCCESSORS AND ASSIGNS AND ALL OCCUPANTS, THAT THE ASSOCIATION'S RESPONSIBILITY TO PLOW SNOW SHALL NOT BE CONSTRUED AS AN ASSUMPTION OF THE OBLIGATION TO REMOVE ALL SNOW AND ICE. THE ASSOCIATION, IN ITS SOLE DISCRETION, SHALL DETERMINE THE NEED FOR SNOW PLOWING. EACH OWNER AND OCCUPANT SHALL REPORT ANY UNNATURAL ACCUMULATIONS OF ICE AND SNOW TO THE ASSOCIATION. THE ASSOCIATION, ITS TRUSTEES, AGENTS, CONTRACTORS AND ASSIGNS, SHALL NOT BE LIABLE FOR ANY

INJURY CAUSED AS A RESULT OF SNOW OR ICE, UNLESS IN BREACH OF THE DUTY AS SET FORTH HEREIN.

6.2 The Association may, in the discretion of the Board, assume any maintenance responsibilities of a Neighborhood set out in this Declaration or in any Subsequent Amendment or declaration subsequently recorded which creates any Neighborhood Association. In such event, all costs of such maintenance shall be assessed only against the Living Units within the Neighborhood to which the services are provided. This assumption of responsibility may take place either by contract or agreement or because, in the opinion of the Board, the level and quality of service then being provided is not consistent with the Community -Wide Standards. The provision of services in accordance with this Section shall not constitute discrimination within a class. Upon resolution of the Board, each Neighborhood shall be responsible for paying, through Neighborhood Assessments, costs of maintenance of certain portions of the Common Areas within or adjacent to such Neighborhood, which may include, without limitation, special amenities and services within the Neighborhood, the costs of maintenance of any right-of-way and Open Space between the Neighborhood and adjacent public roads, private streets within the Neighborhood, and lakes or ponds within the Neighborhood, regardless of ownership and regardless of the fact that such maintenance may be performed by the Association. Any Neighborhood Association having responsibility for maintenance of all or any portion of the property within a particular Neighborhood shall perform such maintenance responsibility in a manner consistent with the Community-Wide Standard. If any such Neighborhood Association fails to perform its maintenance responsibility as required herein and in any additional declaration, the Association may perform it and assess the costs against all Living Units within such Neighborhood as provided in Sections 7.21 and 7.24 of this Declaration.

6.3 The Association shall pay all taxes and assessments levied against portions of the Property owned by the Association and levied against the Common Areas, including, without limitation, personal property taxes, general real estate taxes and special assessments certified by the applicable public authority.

6.4 The Association shall pay and be reimbursed for all operating charges for water, gas, sewer, electricity, light, heat or power, telephone and other services used, rented or supplied to or in connection with any property owned and/or operated by the Association. All such utility services shall be contracted for, metered and billed by and through the Association. The Association shall further pay all charges for maintenance and repair of any water or sewer plant or sewer lift station owned and/or operated by the Association.

6.5

(a) Insurance: The Board, or the Association's duly authorized agent, shall have the authority to and shall obtain, to the extent provided for in the Code, insurance for all insurable improvements on the Common Areas against loss or damage by fire or other hazards, including extended coverage, vandalism,

and malicious mischief insurance shall be in an amount sufficient to cover the full replacement cost of any repair or reconstruction in the event of damage or destruction from any such hazard. The Board shall also obtain a public liability policy covering the Common Areas, the Association and the Members for all damage or injury attributable to any acts or omissions of the Association or any of its Members or agents. Premiums for all insurance on the Common Areas shall be a Common Expense of the Association.

(b) Individual Insurance: By virtue of taking title to a Living Unit subject to the terms of this Declaration, each Owner covenants and agrees with all other Owners and with the Association that each individual Owner shall carry blanket all-risk casualty insurance on the Living Units and structures constructed thereon, to the extent and in such amounts as provided for in the Code. Each individual Owner further covenants and agrees that in the event of loss, damage and destruction, the individual Owner shall proceed promptly to repair or to reconstruct the damaged structure in accordance with the provisions of the Code. A Neighborhood Association may impose more stringent requirements regarding the standards of rebuilding or reconstructing structures on the Living Unit and the standard for returning the site of the Living Unit to its natural state in the event the Owner decides not to rebuild or reconstruct.

6.6 The Association shall provide the management and supervision for the operation of the Common Areas. The Association shall establish and maintain such policies, programs and procedures and perform and carry out all other duties and acts reasonably necessary to fully implement this Declaration for the purposes intended and for the benefit of the Members.

ARTICLE VII

COVENANTS AND RESTRICTIONS

7.1 The intent of this Declaration is to cause the Property to be kept and maintained as a high quality development. Therefore, the covenants and restrictions provided in this Article shall be applicable to 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 Neighborhood may impose stricter standards than those contained in this Article so long as such standards do not conflict with Community-Wide Standards. The Association, acting through the Board, shall have authority to make and to enforce standards and restrictions governing the use of the Property whether contained herein or otherwise, and to impose reasonable user fees for use of Common Area facilities. This authority shall include, without limitation, the power to regulate the speed and flow of traffic on private roads within the Property.

7.2 All Vacant Single Family Lots conveyed shall be used exclusively for single family residence purposes and only one such residence shall be permitted thereon. All Living Unit Lots and the Common Areas are subject to all easements, rights-of-way of record, and the zoning ordinances of the Township, except for cluster, patio or zero lot line homes, which shall be subject to Architectural Review Board approval on a case-by-case basis. Living Unit Lots shall meet the following requirements:

(a) Type: One and two story in design.

(i) A one-story Living Unit shall be a structure, the living area being the first floor space only, constructed with or without a basement and a space between the first floor ceiling and the roof of inadequate heights to permit its use as a dwelling space.

(ii) A two-story Living Unit shall be a structure, the living area of which is on two levels connected by a stairway, constructed with or without a basement.

(iii) No structure shall exceed 35 feet (two (2) stories) in height.

(b) Living Area: The "living area" of any Living Unit shall be not less than finished habitable area as set forth below. "Living area" shall not include garages, attics, basements (except finished walk-outs), breezeways, patios, or any enclosed area not heated for year-round living.

(i) Such floor area shall not be less than the following in:

One-story and two-story: 2,800 square feet
Declarant reserves the right to make minor variances in the above figures if, in its opinion, the intent of this section is maintained. In no event shall the Living Area of any Living Unit be greater than 7,500 square feet.

(c) (i) Side Yards: Each Living Unit shall have a side yard along each lot line. The least dimension of each said yard shall be not less than 20 feet from the side yard nearest the street on any corner lot shall have a width as designated on the recorded plat. No shrubbery shall be closer than permitted set back to the street on corner lots.

(ii) When two or more lots are acquired and used as a single Living Unit site, the side lot line shall refer only to the lines

bordering on the Living Unit Lot owned by the adjoining Owner.

(iii) Front Yards: Each Living Unit shall have a front yard of not less than 60 feet from the street right-of-way which may be subject to further set back restrictions as may be required by the Architectural Review Board, natural topography and terrain of the Living Unit Lot.

(iv) Corner Lots: Where a Living Unit Lot is located at the intersection of two or more streets, there shall be a front yard on each street side of a corner lot. No accessory building shall project beyond the front yard line on either street.

(d) No Living Unit Lot in this subdivision shall be subdivided or divided, unless or until the Plat showing such proposed subdivision or division shall have been submitted to Declarant and the written consent of Declarant to such subdivision or division has been obtained and approved by the Summit County Planning Commission.

7.3 Unless originally constructed by Declarant, no fence, wall or hedge shall be erected unless a detailed drawing of design, height and location of the proposed fence, wall or hedge is first submitted to the Architectural Review Board and a written consent for such fence, wall or hedge is given. No fence, wall or hedge of any kind or for any purpose shall be erected, placed or suffered to remain on any Living Unit Lot nearer to the street or highway upon which the Living Unit Lot faces or abuts than the front building line of the residence, unless it is for decorative purposes and approved by the Architectural Review Board. No chain link fence will be permitted except as approved by the Architectural Review Board.

7.4 All garbage or trash containers, oil tanks, and bottled gas tanks shall be placed underground or placed in screened areas so that they shall not be visible from the adjoining properties.

7.5 No outdoor clothes drying area shall be allowed on the Property. No curtains, drapes, shades or blinds shall be displayed in or from any window or glass door of a Living Unit without the prior approval of the Architectural Review Board unless the part thereof within view from the exterior of the Living Unit is white, near white or beige in color.

7.6 No spirituous or fermented liquor shall be manufactured or sold, either at wholesale or retail, on any residential premises and no place of public entertainment or resort of any character shall be established, conducted or suffered to remain on any residential premises.

7.7 No unsightly growth such as weeds, underbrush or the like, shall be permitted

to grow or remain upon any lot and no refuse, pipe or unsightly objects shall be allowed to be placed or suffered to remain anywhere thereon. However, the natural wooded and ground cover conditions of portions of the lot may remain, provided that they are aesthetically pleasing to the appearance of the Property as a whole.

7.8 Declarant reserves the right to establish grades and slopes on the lots and to fix the grade at which any building or structure shall be hereafter erected or placed, so that the same may conform to a general plan wherein the established grade and slope of each lot shall be the same, as the lots on either side, having due regard for natural contours and drainage of the land.

7.9 No garage shall be erected which is detached from the main building. All garages must be of sufficient size to house a minimum of two automobiles and Single Family Lots must have garages facing the side or back of the Lot.

7.10 No lumber, metals, bulk material, refuse or trash shall be burned, whether in indoor incinerators or otherwise (excluding the burning of firewood in a fireplace or wood burning stove), kept, stored, or allowed to accumulate on any portion of the Property, except for normal residential accumulation pending pick-up and except building materials during the course of construction or reconstruction of any approved building or structure, except firewood may be stored within Living Units, on patio areas or other areas designated by the Board. If trash or other refuse is to be disposed of by being picked up and carried away on a regular recurring basis, containers may be placed in the open on any day that a pick-up is to be made, thereby providing access to persons making such pick-up. At all other times such containers shall be stored in such manner that they cannot be seen from adjacent and surrounding property. No dumping of rubbish shall be permitted on any portion of the Property. Anything herein to the contrary notwithstanding, the Association or the Board may adopt a Rule or Rules which permit burning, incineration or storage of refuse or trash if the same becomes reasonably necessary for the safety, health or welfare of the Occupants, and is permitted by law.

7.11 No audible security system alarm shall be installed on a Living Unit or Living Unit Lot.

7.12 The following shall be prohibited:

(a) Drilling oil or gas wells on land designated for Living Unit Lots.

(b) Mining or extraction of any minerals including the removal of sand or gravel; provided, however, this restriction shall not prohibit the removal of any material in connection with development of the Property for permitted uses by Declarant.

(c) The keeping, raising, and harboring of cattle, swine, fowl, livestock, reptiles and horses; provided, however, that nothing in this restriction shall prohibit

the keeping of household pets excepting the above, provided they are not kept, bred or maintained for commercial purposes, or kept in a manner as to constitute a nuisance. Any such pet causing or creating a nuisance or unreasonable disturbance or annoyance shall be permanently removed from the Property upon three days' written notice from the Board. Dogs shall at all times whenever they are outside a Living Unit be confined on a leash held by a responsible person unless contained on their Living Unit Lot by an Invisible Fence or a similar non-structural pet containment system. The Rules (as may be adopted by the Board or the Association) may limit the number of pets which may be kept in any one Living Unit. The Board shall have absolute power to prohibit a pet from being kept on the Property or within a Living Unit if the Board finds a violation of this Section. Additional covenants affecting the property within a Neighborhood may impose more stringent restrictions on animals.

(d) Temporary structures, boats, construction equipment, truck beds, tractors, semi-tractors, or trailers of any kind (travel, camping, motor homes, etc.); provided, however, that this restriction shall not prohibit trailers and temporary structures used in connection with the building of an Owner's home. Any recreational trailer or boat may be kept provided it is kept in the garage out of sight.

(e) Signs, billboard or advertising devices of any kind except as permitted in the Architectural Review Board Policies and Guidelines. Notwithstanding the foregoing, the restrictions of this Section shall not apply to Declarant.

(f) Nuisances and noxious or offensive activities of any kind. The Board shall have absolute power to determine what is "reasonable" and what is "unreasonable" under this Section.

(g) Satellite T.V. dishes or radio towers.

(h) Any unlicensed vehicle of any description that is kept outside.

(i) Any unattached storage buildings, sheds, barns, etc.

(j) Newspaper or magazine receptacles, tubes or other containers, other than as prescribed by the Architectural Review Board.

7.13 Except as expressly permitted in this Declaration, or by the Rules, no industry, business, trade or full-time or part-time occupation, hobby or profession of any kind, commercial, educational, or otherwise, designated for profit, altruism, exploration or otherwise, shall be

conducted, maintained or permitted on any part of the Property; provided, however, an Occupant may use a portion of his or her Living Unit for his office or studio, so long as the activities therein shall not interfere with the quiet enjoyment or comfort of any other Occupant and such use does not result in the Living Unit becoming principally an office, school or studio as distinct from a Living Unit. Furthermore, no trade or business may be conducted in or from any Living Unit without the written approval of the Board first being obtained. Such approval may be granted so long as: (a) the existence or operation of the business activity is not apparent or detectable by sight, sound or smell from outside the Living Unit; (b) the business activity conforms to all zoning requirements for the Property; (c) the business activity does not involve persons coming onto the Property who do not reside in the Property except by appointment only; (d) the business activity does not involve door-to-door solicitation of Occupants of the Property; and (e) the business activity is consistent with the residential character of the Property and does not constitute a nuisance or hazardous or offensive use, or threaten the security or safety of other residents of the Property, as may be determined in the sole discretion of the Board. The Board may adopt Rules which intensify, relax or amend the prohibitions of this Article. Nothing in this Section shall preclude the leasing of a Living Unit by Declarant or an Owner, the right of Declarant or the Board (or a firm or agent employed by Declarant or the Board) to approve commercial activities such as charity events, sporting events requiring admission, temporary food and beverage operations and brokerage offices for sales of Vacant Single Family Lots and for new sales of Living Units and resales of Living Units, and the right of Declarant to create a day care center or limited care facility within the Property.

7.14 The exterior of any building or structure on the Property shall not be altered, modified, changed or redecorated in such a way as to change the appearance or decor of the structure, nor shall any of the landscaping appurtenant to such building or structure be materially changed without the express written authorization of the Architectural Review Board. The type /and location of mailboxes shall be prescribed by the Architectural Review Board. The provisions of this Section are subject to the provisions of Section 8.2 of this Declaration.

7.15 No person shall change the grade on any portion of the Property without first obtaining the written consent of the Architectural Review Board.

7.16 No Person, other than the Association, shall interfere with the free flow of water through any drainage ditches or storm sewers within the Property.

7.17 No sublot shall be subdivided or its boundary lines changed except with the proper written approval of the Board or except as expressly authorized herein. Declarant, however, hereby expressly reserves the right to replat any lot or lots owned by Declarant. Any such division, boundary line change or replotting shall not be in violation of the applicable subdivision and zoning regulations.

7.18 All lakes, ponds, waterfalls and streams within the Property shall be aesthetic amenities only and no other use thereof including, without limitation, swimming, motorized boating,

playing or use of personal flotation devices shall be permitted; provided, however, that fishing in designated water bodies shall be permitted. No piers or docks shall be constructed on any portion of lakes, streams or ponds, nor attached to the shoreline or banks thereof. The Association shall not be responsible for any loss, damage or injury to any person or property arising out of the authorized or unauthorized use of lakes, ponds, waterfalls or streams within the Property. Nothing shall be done which disturbs or potentially disturbs designated "wetlands" within the Property in any manner unless permits are obtained from the governmental authorities having jurisdiction over "wetlands". No dredging or filling shall be undertaken on any property adjacent to any water body without the prior written consent of the Board.

7.19 No Person shall use the word Glencairn Forest or any derivative thereof in any printed or promotional material without the prior written consent of Declarant; provided, however, that Owners may use the name Glencairn Forest in printed and promotional material where such word is used solely to specify that particular property is located within Glencairn Forest.

7.20 Each Person, as a condition of accepting title and/or possession of a Living-Unit agrees for such Person, and the respective successors, heirs, executors, administrators, personal representatives, assigns and lessees of such Person (provided said agreement does not invalidate 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, 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 with respect to any loss resulting therefrom are hereby waived.

7.21 Each Owner, the Association and a Neighborhood, as the case may be, shall keep and maintain the property owned, leased to or controlled by or in the possession of such Person, and all improvements, buildings and structures therein or thereon, in a clean and safe condition and in good order and repair, including, but not limited to, the seeding, watering and mowing of all lawns, the weeding of plant or flower beds, the pruning of trees, shrubbery and grass; the painting (or other appropriate external care) of all buildings, structures and other improvements located thereon, and the absence of conditions constituting violations of applicable building, fire and health codes and the Declaration, all in a manner and with such frequency as is consistent with good property management.

7.22 Nothing contained in these Restrictions shall preclude the imposition of more stringent restrictions imposed elsewhere in this Declaration, other than in a Neighborhood for which a Neighborhood Architectural Review Board has been established, other than, restrictions imposed in deeds conveying the Property or portions thereof, and restrictions imposed by the Architectural Review Board, so long as such restrictions are consistent with Community-Wide Standards created by this Association or adopted by the Board.

7.23 Upon the conveyance of a Living Unit or any interest therein, the grantor shall

have the right to request the Association to issue a Certificate of Compliance stating that it has no record of a violation of this Article. A Certificate of Compliance may be relied upon by all persons for all purposes. Neither the Board nor such officer or agent signing the Certificate shall have any liability to the grantor, grantee or mortgagee of a Living Unit or to others if the Certificate of Compliance issued hereunder is not correct.

7.24 If any Person required to comply with the foregoing Covenants and Restrictions is in violation of any one of same, including, but not by way of limitation, design review criteria or standards established by the Architectural Review Board, the Board and/or the Architectural Review Board shall have the right to give written notice to such Person to terminate, remove or extinguish such violation. Such notice shall expressly set forth the facts constituting such violation. 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 an emergency situation, or in the case of the failure of the violating party to comply with the provisions hereof after notice, the Association shall have the right, through its agents and employees, to enter upon the land where the violation exists and to summarily terminate, remove or extinguish the violation. In addition to the foregoing, the Association shall have the right to obtain an injunction from any Court having jurisdiction for the cessation of such violation or attempted violation of this Article. The rights and remedies of the Association contained in this Article shall be nonexclusive and in addition to any other right or remedy available at law or in equity, including a claim or action for specific performance and/or money damages (including punitive damages), together with attorneys' fees and other reasonable costs of such actions. Furthermore, 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 waiver with respect to any subsequent breach or violation thereof. Subject to the provisions of the Code, a Person in violation of this Article VII shall be obligated to the Association for money damages and for the full amount of all costs and expenses, including attorneys' 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 deemed "delinquent", and shall, upon perfection as provided in Section 9.5, 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 obligations of any Occupant of such Owner's property.

7.25 All driveways shall be paved with concrete, asphalt, or brick within one year after commencement of construction. Gravel or loose stone driveways are not permitted.

7.26 All external parts of fireplaces, such as chimneys, shall be constructed of masonry or stucco material (except the fire boxes which can be pre-assembled metal unit).

7.27 Each person, as a condition of accepting title and/or possession of a Living Unit with a Party Wall (as defined in Article II, Section 2.1(r) of this Declaration) agrees for such

Person, and the respective successors, heirs, executors, administrators, personal representatives, assigns and lessees of such Person, to keep and maintain in good repair and maintenance the Party Wall. The cost of reasonable repair and maintenance shall be equally shared by the Owners of the living Units who make use of such Party Wall (the "Adjoining Owners") in proportion to such Adjoining Owner's use. To the extent not inconsistent with the provisions of this Section 7.27, the general rules of law regarding party walls and liability for property damage due to negligence or willful acts or omissions shall apply to each Party Wall which is built or maintained at any time within Glencairn Forest pursuant to plans and specifications approved by the Architectural Review Board. If a Party Wall is destroyed by fire or other casualty, any Adjoining Owner who has a right to the use thereof may restore it, and any Adjoining Owner thereafter making use of such facility shall contribute to the cost of restoration thereof in proportion to such use without prejudice, however, to the right of the Adjoining Owner who has restored the same to call for a larger contribution from the other under any rule of law regarding liability for negligent or willful acts or omissions. Any dispute between Owners with respect to the necessity and cost for such required maintenance, reconstruction or replacement shall be adjudicated by the Association, the decision of which shall be conclusive and final and may be entered as a judgment through any court of competent jurisdiction in the same manner and upon the same conditions as an arbitration award and, further provided, that any damage to a common or party wall, proximately arising due to activities on a Living Unit Lot or the failure to maintain a building or structure located on a Living Unit Lot shall be the sole responsibility of the Owner of the Living Unit Lot on which said activities or with respect to which the failure to maintain occurred. The rights and obligations of the Adjoining Owners regarding a Party Wall pursuant to this Section shall be appurtenant to the land and shall pass to such Adjoining Owners' respective successors in title. Every Owner having the use or benefit of a Party Wall, by accepting a deed to his or her Living Unit, shall be deemed to have accepted the Party Wall covenants set forth in this Section and shall have the right to use such Party Wall jointly. The term "use" shall include reasonable normal use for the purposes for which such Party Wall was designed and constructed. No Adjoining Owner may alter, extend or increase the height of the Party Wall, except upon the written approval of the other Adjoining Owner(s) and holder(s) of any mortgages on each Living Unit or perform any act inconsistent with another Adjoining Owner's use of such Party Wall. No such alteration, extension or increase in height may be made which impairs the strength or injures the existing wall or the foundation of any Living Unit. In the event of such extension or increase in the height of the Party Wall, the other Adjoining Owner(s) shall have the right to use the altered, extended or heightened part of the Party Wall by paying to the constructing party one-half of the costs of such party of the Party Wall as he shall use. Any extension or increased height of the Party Wall shall become part of the existing Party Wall and be subject to the terms hereof.

7.28 Every Owner and the Developer and the Association are hereby granted in perpetuity, except as limited herein or by law, the following easement for the benefit of and to be binding upon all of the foregoing and their respective heirs, successors and assigns, which easements shall be non-exclusive:

(a) If due to the construction, settling or shifting of any party Wall, structure or

building or due to the partial or total destruction and/or rebuilding of any structure, any part of or any structure or improvement located on the Common Areas now encroaches or shall hereafter encroach upon any Living Unit or Living Unit Lot or any part of a Living Unit Lot or any structure or improvement located thereon now encroaches or shall hereafter encroach upon any party of the Common Areas or any other Living Unit or Living Unit Lot, easements for the maintenance of such encroachments and for the use of the space and land encroached upon; provided, however, that in no event shall an easement for any encroachment be created for the benefit of any Owner or the Common Areas or any Living Unit or Living Unit Lot if such encroachment exists due to the intentional acts of any Owner or the Association with the intend to so encroach.

7.29 In accordance with Section 7.21 hereof, deck and patio areas within a cluster, patio or zero lot line homes area shall be kept and maintained in good repair by each respective Owner. Any Owner's plantings of shrubbery, grass, trees and flowers shall be subject to the approval of the ARB. In accordance with Section 3.11 driveways, sidewalks and landscaping contiguous to or intending to serve particular cluster, patio or zero lot line homes for the exclusive use, enjoyment, ingress and egress of Owners of such cluster, patio or zero lot line homes served by such and which are part of the Common Areas shall be hereby designated and constitute an Exclusive Common Area of the particular Neighborhood within which the Exclusive Common Area is located. The Association or the Neighborhood, as determined by the Association, shall maintain, repair and replace such Exclusive Common Areas.

ARTICLE VIII

ARCHITECTURAL REVIEW BOARD

8.1 The Architectural Review Board (sometimes referred to as the "ARB"), in accordance with the ARB's Policies and Guidelines, as hereinafter defined, shall be composed of up to five (5) natural persons. One (1) member of the ARB shall be an architect. The regular term of office for each member of the ARB shall be one (1) year. A member of the ARB may be removed with or without cause by Declarant or the Board, as the case may be, by written notice to such appointee, and a successor or successors appointed by the Board to fill such vacancy shall serve the remainder of the term of the former member. The ARB shall elect a chairman and he or she, or in his or her absence, the vice chairman, shall preside at the meetings of the ARB. The affirmative vote of a majority of the members of the ARB shall be required in order to adopt or promulgate any Rule or issue any permit, authorization or approval pursuant to this Article. The ARB is authorized to retain the services of consulting architects, landscape architects, engineers, inspectors and/or attorneys in order to advise and assist the ARB in performing its functions set forth herein.

8.2

(a) Architectural Approval: 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 of 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 a description of any proposed new use thereof, shall have been submitted to, and approved in writing by, the ARB. Furthermore, following approval of any plans and specifications by the ARB, representatives of the ARB 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 landscaping, grading, excavation or filling of any nature whatsoever shall be implemented, installed or altered by any Developer or Owner, other than Declarant, unless and until the plans therefor have been submitted to and approved in writing by the ARB. Such plans shall include a calculation of the ratio of the area to be covered by grass lawns versus the area to be left in a natural state, and the ARB shall be entitled to promulgate standards with respect to such ratios. Furthermore, no hedge, shrubbery, tree or other planting which obstructs the sight-lines of any Association Road shall be placed or permitted to remain on any Vacant Single Family Lot or Living Unit Lot where such hedge, shrubbery, tree or other planting interferes with sight-lines, including sight-lines at the intersection of a driveway and any Association Road. Unless located within eight (8) feet of a Living Unit, no Developer or Owner, other than Declarant, 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 ARB. Dead or diseased trees which are inspected and certified as dead or diseased by the ARB or its representatives, as well as dead or diseased shrubs, bushes or other vegetation, shall be cut and removed from any Vacant Single Family Lot or Living Unit Lot by the Developer or Owner of the same.

(c) Architectural Review Board Policies and Guidelines: Such plans and specifications for buildings and other structures and for landscaping shall conform to a document entitled "Architectural Review Board Policies and Guidelines" on file with the Association, as the same may be amended from time to time by the ARB. Any conflict between the provisions of the ARB

Policies and Guidelines and the provisions of this Declaration shall be resolved in favor of this Declaration. The plans and specifications submitted to the ARB shall be in such form and shall contain such information as may be reasonably required by the ARB; PROVIDED, HOWEVER, that the provisions of this subsection requiring submission of plans and specifications to, and approval by the ARB, shall not be applicable to Declarant.

8.3 The ARB 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 Declaration, or with design and construction criteria adopted by Declarant or the Association or the ARB; (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 areas 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 ARB, that will render the proposed building or structure or use inharmonious with the general plan of 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 ARB shall disapprove of 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 ARB 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.

8.4 If the ARB shall disapprove any plans and specifications submitted hereunder, there shall be a right to appeal such decision to the Board. Such appeal must be submitted to the Board by the applicant in writing within fourteen (14) days after receipt of notice of the decision from the ARB. No later than fourteen (14) days after receipt of notice of appeal, the Board shall examine the plans and specifications submitted, as well as the grounds upon which the ARB based its decision. The affirmative vote of at least two-thirds (2/3) of the Trustees of the Board constituting a quorum shall be required to reverse or modify a decision of the ARB.

8.5 The ARB may authorize variances from compliance with any of the provisions of the ARB Policies and Guidelines when circumstances such as topography, natural obstructions, hardship, aesthetic or environmental considerations require, but only in accordance with duly adopted Rules. For example, high quality due to physical separations such as variances, shall be permissible construction material in The Woods and Thornbill Neighborhoods but not in

other parts of the Development. 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 Declaration; or (c) prevent the ARB from denying a similar 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.

8.6 Applicants must begin construction within one hundred twenty (120)days after final approval by the ARB in accordance with the ARB Policies and Guidelines. Failure to do so will automatically revoke approval without prior notice from the ARB. Time extensions may be requested from the ARB if written requests are received prior to the expiration of the one hundred

twenty (120) day period after final approval by the ARB. The ARB shall have the right to grant or reject a request for an extension of time in its sole and absolute discretion.

8.7

(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 ARB (unless exempt pursuant to the provisions of this Article VIII), upon written notice from either the ARB, any Board member or officer of the Association or Declarant, any such building so altered, erected, placed or maintained upon any portion of the Property shall be promptly removed or appropriately altered and any such use shall be terminated to extinguish such violation.

(b) If within seven (7) days after receipt of such written notice, 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 Association and/or Declarant shall have the right, through agents and employees, to enter upon the land and/or Living Unit and to summarily abate and/or remove any building or structure, or take such steps as may be necessary to extinguish such use or to otherwise cure the violation. In addition to the foregoing the 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 Association and Declarant pursuant to this 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 waiver with respect to any subsequent

breach or violation thereof. Unless otherwise provided in the Code, a Person in violation of this Article VIII shall be obligated to the Association and/or Declarant for the amount of all costs and expenses, including attorneys' 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 10.1 hereof, 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 obligations of any Occupant of such Owner's property.

8.8 The Association shall establish an annual budget for the cost and expenses of the ARB 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 Expenses. The Board and/or the ARB 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. Declarant shall be exempt from any such fees. Such fees shall be allocable to Members or Owners in Neighborhoods on the basis set forth in Sect. 5.5(b) above.

8.9 No Member of the ARB 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 IX

ASSESSMENTS

9.1 The costs and expenses incurred by the Association in the exercise of its obligations with respect to the Common Areas shall be levied as assessments against the Members based on their relative benefit from the amenities of the Association, and otherwisewith the Code.

9.2 Each Owner hereby covenants and agrees by acceptance of the deed to a Living Unit or a Vacant Single Family Lot, whether or not it shall be so expressed in any such deed or other conveyance, to pay to the Association all Assessments levied against such Owner in accordance with this Declaration on or before the due date for any such Assessment. In the event that the Assessment is not paid by the tenth (10th) day of the month, then such Assessment shall be "delinquent" and the Assessment, together with the Costs of Collection, as defined in Section 11.3 hereof shall, upon "Perfection" as provided in Section 10.1 become a continuing lien upon the interest of such Person in his Living Unit or Vacant Single Family Lot, as the case may be, and shall bind such Owner, his heirs, devisees, personal representatives, successors and assigns. A Co-Owner of a Living Unit or a Vacant Single Family Lot shall be personally liable, jointly and severally, with

all other Co-Owners for all Assessments made by the Association with respect to said Living Unit or Vacant Single Family Lot.

9.3 Where the mortgagee of a first mortgage of record acquires an Ownership Interest as a result of foreclosure of the mortgage or an 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 the acquisition of the Ownership Interest. The Owner or Owners of an Ownership Interest prior to the judicial sale thereof shall be and remain personally 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 Section 10.3, but any unpaid part of the Assessments shall be assessed and levied against all of the Owners, including the Owner of the Ownership Interest foreclosed, his successors or assigns, at the time of the first Assessment next following the acquisition of title by such mortgagee, its successors and assigns.

9.4 Upon the 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 Declaration against the grantor of his Ownership Interest prior to the time of the grantor's conveyance, without prejudice to the grantee's right to recover from the grantor any amounts paid by the grantee therefor. However, any such prospective grantee, upon written request delivered to the Association, shall be entitled to a statement from the Trustees of the Board or an officer of the Association setting forth the amount of all unpaid Assessments due the Association with respect to 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. The statement referred to herein may be included in the Certificate of Compliance referred to in Section 7.23 of this Declaration. 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. An unpaid Assessment shall not be deemed a charge or lien against the Ownership Interest until perfected as such pursuant to Article X.

9.5 Certain lakes and ponds ("Lakes") on the Property are owned by Owners of Living Unit Lots and are not Common Areas. The Owners whose Living Unit Lots or Vacant Single Family Lots comprise a part of a Lake hereby covenant and agree to pay to the Association such special assessments as the Association deems proper for the maintenance and care of the Lake comprising a part of such Living Unit Lot or Vacant Single Family Lot. This special assessment shall be equally proportioned among all Owners whose lots comprise a part of a Lake for which a special assessment is assessed. No Owner may be charged a special assessment under this section for a Lake which is not partially comprised of such Owner's Living Unit Lot or Vacant Single Family Lot.

9.6 In addition to the provisions contained in this Article IX, Owners receiving benefits, items, or services not provided to all Owners within the Property that are incurred upon request of the Owner for specific items or services, or that are incurred as a consequence of the

conduct of less than all Owners, their licensees, invitees or guests covenant and agree to pay to the Association such specific assessments as the Association may deem proper.

ARTICLE X

LIENS

10.1 If any Owner or a Developer shall fail to timely pay an Assessment, Additional Assessment or Neighborhood Assessment levied in accordance with this Declaration (such Owner hereinafter referred to as the "Delinquent Owner"), or if an Owner or a Developer shall violate any rule or breach any restriction, covenant or provision contained in this Declaration or in the Code, the Board may authorize the perfection of a lien on the Ownership Interest of the delinquent and/or violating Owner or Developer by filing for record with the Recorder of Summit County, a Certificate of Lien. The Certificate of Lien shall be in recordable form and shall include the following:

(a) The name of the Delinquent Owner.

(b) A description of the Ownership Interest of the Delinquent Owner.

(c) The entire amount claimed for the delinquency and/or violation, including interest thereon and Costs of Collection (defined in Section 11.2 and Section 11.3).

(d) A statement referring to the provisions of this Declaration authorizing the Certificate of Lien.

10.2 Said lien shall remain valid for a period of five (5) years from the date of filing of 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 the final judgment or order of a court in an ' action to discharge such lien. 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.

10.3 A lien perfected under this Article X 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 mortgages which have been filed for record. A lien perfected pursuant to this Article may be foreclosed in the same manner as a mortgage on real property in an action brought by the Association after authorization from the Board. In any such foreclosure action, the affected Owner 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. Any funds received at the judicial sale of the delinquent Owner of Developer's Ownership Interest in excess of mortgage liens, court costs and the taxes and assessment liens shall

be paid over to the Association to the extent of its lien.

10.4 The creation of a lien upon an Ownership Interest owned by a Delinquent Owner shall not waive, preclude or prejudice the Association from pursuing any and all other remedies granted to it elsewhere in this Declaration, whether at law or in equity.

10.5 The obligations created pursuant to this Article X shall be and remain the personal obligations of the Delinquent Owner until fully paid, discharged or abated, and shall be binding on the heirs, personal representatives, successors and assigns of the Delinquent Owner.

ARTICLE XI

REMEDIES OF THE ASSOCIATION

11.1 If any Owner fails to pay an Assessment, Additional Assessment or Neighborhood Assessment when due, such Owner and the Occupants of any and all Living Units of such Owner, shall not be entitled to vote on Association matters until said Assessment, Additional Assessment or Neighborhood Assessment is paid in full.

11.2 The violation of any Rule, or the breach of any restriction, covenant or provision contained in this Declaration or in the Code, shall give the Association and the Original Declarant the right, in addition to all other rights set forth herein and provided by law, (a) to enter upon the Living Unit or Vacant Single Family Lot or portion thereof upon which, or as to which, such violation or breach exists, and summarily abate and remove, at the expense of the Owner or Developer of the Ownership Interest where the violation or breach exists, any structure, thing or condition that may exist thereon, which is contrary to the intent and meaning of this Declaration, the Code or the Rules, and the Association or its designated agent 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; (c) to commence and prosecute an action for specific performance or an action to recover any damages which may have been sustained by the Association or any of its Members, as well as an action for punitive damages if warranted; and/or (d) to collect costs of suit and reasonable attorneys' fees incurred in connection with the exercise by the Association of any remedies hereunder, the same to be deemed "Costs of Collection" under Section 11.3 hereof.

11.3 If any Owner fails to timely pay any Assessment, Additional Assessment or Neighborhood Assessment any sums or costs due under this Declaration, the Association may pursue any or all of the following remedies, which remedies shall be in addition to any other available remedy in the Code and this Declaration or at law or in equity:

(a) Sue and collect from such Owner the amount due and payable, together with

interest thereon at the rate of twelve percent (12%) per annum (but in no event shall said interest rate exceed the highest interest rate chargeable to individuals under applicable law), and the Cost of Collection hereafter defined.

(b) In addition to the amount referred to in (a) above, the Association may assess against such Owner, liquidated damages, not to exceed fifteen percent (15%) of the amount of the delinquency or One Hundred Dollars ($100.00), whichever amount is greater, said amount to be determined by the Board provided, however, that in no event shall said amount exceed the highest interest rate chargeable to individuals to individuals under applicable law. Said liquidated damages shall be in addition to interest, the expenses of collection incurred by the Association, such as attorneys' fees, court costs and filing fees. The actual expenses of collection and the liquidated damages shall hereinafter be referred to as the "Cost of Collection".

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

11.4 The remedies provided in this Article XI against a Delinquent Owner or Developer may also be pursued against the heirs, executors, administrators, successors and assigns and grantees of such Owner or Developer.

ARTICLE XII

NO PARTITION

Except as is permitted in this Declaration, there shall be no 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. Partition of a portion of the Property to the Cuyahoga Valley National Recreation Area shall be permitted. This Article shall not be construed to prohibit the Board from acquiring and disposing of tangible personal property nor from acquiring title to real property which may or may not be subject to this Declaration.

ARTICLE XIII

CONDEMNATION

Whenever all or any part of the Common Areas shall be taken (or conveyed in lieu of and under threat of condemnation) by any authority having the power of condemnation or eminent domain, the Association shall give each Owner notice thereof. The award made for such taking shall

be payable to the Association as trustee for all Owners to be disbursed as follows:

If the taking involves a portion of the Common Areas on which improvements have been constructed, then, unless within sixty (60) days after such taking Declarant (so long as Declarant is a Member), and at least seventy-five percent (75%) of the other Members of the Association shall otherwise agree, the Association shall restore or replace such improvements so taken on the remaining land included in the Common Areas to the extent lands are available therefore in accordance with plans prepared by the Architectural Review Board and approved by the Board. If such improvements are to be repaired or restored, the provisions in Section 6.5 hereof regarding the disbursement of funds in respect to casualty damage or destruction shall apply. If the taking does not involve any improvements of the Common Areas, or if there is a decision made not to repair or restore, or if there are net funds remaining after any such restoration or replacement is completed, then such award or net funds shall be disbursed to the Association and used for such purposes as the Board shall determine in its sole and absolute discretion.

ARTICLE XIV

MORTGAGEES' RIGHTS

The following provisions are for the benefit of holders, insurers or guarantors of first mortgages on Living Units and Vacant Single Family Lots. To the extent applicable, necessary or proper, the provisions of this Article shall apply to both this Declaration and to the Code. Where indicated, these provisions apply only to Eligible Mortgage Holders; provided, however, that voting percentages set forth herein are subject to and controlled by higher percentage requirements, if any, set forth elsewhere in this Declaration for specific actions.

14.1 An Eligible Mortgage Holder who provides written request to the Association (such request to state the name and address of such Eligible Mortgage Holder and the address of the applicable Living Unit or Vacant Single Family Lot), will be entitled to timely written notice of:

(a) any proposed termination of the Association;

(b) any condemnation or casualty loss which affects a material portion of the Property or which affects any Living Unit on which there is a first mortgage held, insured or guaranteed by such Eligible Mortgage Holder;

(c) any delinquency in the payment of Assessments or other charges owed by an Owner subject to the mortgage of such Eligible Mortgage Holder, where such delinquency has continued for a period of sixty (60) days; or

(d) any lapse, cancellation or material modification of any insurance policy or fidelity bond maintained by the Association.

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14.2 So long as required by the Federal Home Loan Mortgage Corporation, the following provisions shall apply to this Declaration:

(a) Unless two-thirds (2/3) of the first mortgagees or Owners give their consent, the Association shall not: (i) by act or omission seek to abandon, partition, subdivide, encumber, sell or transfer any portion of the Property owned by the Association (the granting of easements for public utilities or for public purposes or the dedication to public use of utilities or roads consistent with the intended use of the Property shall not be deemed a transfer); (ii) change the method of determining the obligations, Assessments, dues or other charges which may be levied against an Owner, (ill) fail to maintain fire and extended coverage insurance as required by this Declaration; or (iv) use hazard insurance proceeds for any Common Area losses for other than repair, replacement or reconstruction of such properties.

(b) The provisions of this Section shall not be construed to reduce the percentage vote that must be obtained from mortgagees or Owners or a larger percentage vote as may otherwise be required for any of the actions contained in this Article.

(c) First mortgagees may, jointly or singularly, pay taxes or other charges which are in default or which may or have become a charge against the Common Areas and may pay overdue premiums of casualty insurance policies or secure new casualty insurance coverage upon the lapse of a policy, for the Common Areas, and Eligible Mortgage Holders making such payments shall be entitled to immediate reimbursement from the Association.

ARTICLE XV

GENERAL PROVISIONS

15.1 All of the Easements, Covenants and Restrictions which are imposed upon, granted and/or reserved in this Declaration constitute Easements. Covenants and Restrictions run with the Property and are binding upon every subsequent transferee of all or any portion thereof, including, without limitation, land contract vendees, grantees, Tenants, Owners and Occupants. Each grantee accepting a deed or Tenant accepting a lease (whether oral or written) which conveys any interest in any portion of the Property that is submitted to all or any portion of this Declaration, whether or not the same incorporates or refers to this Declaration, covenants for himself, his heirs, personal representatives, successors and assigns to observe, perform and be bound by all provisions of this Declaration and to incorporate said Declaration by reference in any deed, lease or other agreement of all or any portion of his interest in any of the Property.

15.2 Unless sooner terminated as hereinafter provided, the Easements, Covenants

and Restrictions of this Declaration shall continue for a term of fifty (50) years from the date this Declaration is recorded, after which time, said covenants and restrictions shall automatically be extended for successive periods of ten (10) years each, unless terminated by an instrument signed by members having not less than seventy-five percent (75%) of the voting rights of the Association.

15.3 Any notices required to be given to any person under the provisions of this Declaration shall be deemed to have been given when personally delivered to such Person's Living Unit or mailed, postage prepaid, to the last known address of such Person or principal place of business if a corporation, provided, however, that a notice of "delinquency" of any payment due hereunder shall be made by personal delivery to such Living Unit or principal place of business, or by certified or registered mail, return receipt requested. The effective date of such a notice shall be the date said notice is personally delivered, or postmarked. Notices to Declarant shall be deemed given only when received and must be either hand-delivered or mailed by certified or registered mail. postage prepaid, to Declarant, 4199 Kinross Lakes, Suite 250, Richfield, Ohio 44286, with a copy to Buckley King, 1400 Bank One Center, Cleveland, Ohio 44114-1652 (Attention: Woods King III, Esq.).

15.4 Enforcement of the Easements, Covenants and Restrictions may be by any proceeding at law or in equity against any Person or Persons violating or attempting to violate any Easement. Covenant or Restriction, either to restrain violation or to recover damages against the Person or Ownership Interest, or to enforce any lien perfected pursuant to this Declaration. The failure by the Association or any one permitted by this Declaration to enforce any Easement, Covenant or Restriction herein contained shall in no event be deemed a waiver of the right to do so thereafter.

15.5 Declarant, the Association or the Architectural Review Board, where specifically authorized herein to act, shall have the right to construe and interpret the provisions of this Declaration and, in the absence of an adjudication by arbitrators 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 of Declarant, the Association or the Architectural Review Board and that of any Person or entity entitled to enforce the provisions hereof shall be resolved in favor of the construction or interpretation by Declarant, the Association or the Architectural Review Board, as the case may be. The Association and the Architectural Review Board, to the extent specifically provided herein, may adopt and promulgate Rules regarding the administration, interpretation and enforcement of the provisions of this Declaration. In adopting Rules and in making any finding, determination, ruling or order, or in carrying out any directive contained herein relating to the issuance of permits, authorizations, approvals, rules or regulations, the Association and the Architectural Review Board, as the case may be, shall take into consideration the best interests of Declarant, Owners, Tenants and Occupants to the end that Glencairn Forest shall be preserved and maintained as a high quality residential community.

15.6

(a) Declarant reserves the right and easement for itself and owners of lands near the Property to whom Declarant, in Declarant's sole discretion, may grant the same right and easement, to tie into, use, repair, maintain and replace. without charge, any and all common lines, pipes, utilities, conduits, ducts, wires, cables, private roads and rights-of-way in, on or over the Property or any part thereof, that will not materially interfere with the use or operation of any building, structure or other improvement thereon, in connection with the development and/or operation of the Property. Any damage to buildings, improvements and real estate (including landscaping, if any) caused thereby shall be promptly repaired and restored to its prior condition by the party to whom such right and easement has been granted.

(b) Declarant hereby reserves the right to grant to or enter into any easements or covenants for the installation, maintenance, service or operation of any and all common lines, pipes, utilities, conduits, ducts, wires, cables, private roads and rights-of-way in, on, or over the Property, or any part thereof that will not materially interfere with the use or operation of a building, structure or other improvement thereon. Any damage caused thereby shall be promptly repaired and the land shall be restored to its prior condition.

(c) Declarant reserves the right to enter into covenants and easements with any utility or public authority which Declarant believes, in its sole discretion, to be in the best interests of the development of the Property.

(d) Declarant reserves the right to perform or cause such work to be performed as is incident to the completion of the development and improvement of the Property, owned or controlled by the Declarant, notwithstanding any covenant, easement, restriction or provision of this Declaration or its exhibits, which may be to the contrary.

(e) Declarant reserves the right to impose, reserve or enter into additional covenants, easements and restrictions with grantees of Living Units and Vacant Single Family Lots as long as such additional easements, covenants and restrictions are not in conflict with the rights, duties and obligations of Owners as set forth in this Declaration.

(f) Each reservation, right and easement specified or permitted pursuant to this Article shall include the right of ingress and egress for the full utilization and enjoyment of the rights reserved and/or granted herein. The word "common" as used in this paragraph shall mean any and all lines, pipes, utilities, conduits, ducts, wires, cables, private roads and rights-of-way intended for

the use of or used by more than one Owner. Any easements or rights referred to in this Article, whether granted by Declarant prior to the filing of this Declaration or subsequent thereto, shall at all times have priority over the provisions of this Declaration and any lien created under this Declaration.

(g) So long as Declarant is a Member holding a majority interest in the Association, no Person shall record any declaration of covenants, conditions and restrictions, or declaration of condominium or similar instrument affecting any portion of the Property without Declarant's review and written consent thereto, and any attempted recordation without compliance herewith shall result in such declaration of covenants, conditions and restrictions, or declaration of condominium or similar instrument being void and of no force and effect unless subsequently approved by recorded consent signed by Declarant.

(h) So long as Declarant continues to have rights under this Subsection, all sales, promotional, and advertising materials, and all forms for deeds, contracts for sale and other closing documents for the subdivision and sale of Vacant Single Family Lots by any Developer, or the sale or lease of a Living Unit by any Developer shall be subject to the prior written approval of Declarant, which approval shall not be unreasonably withheld. Declarant shall deliver notice to any Developer of Declarant's approval or disapproval of all such materials and documents within thirty (30) days after receipt of such materials and documents and, if disapproved, the specific reasons therefore or changes required to obtain such approval. If Declarant fails to so notify any Developer within such thirty (30) day period, Declarant shall be deemed to have waived any objections to such materials and documents and to have approved the foregoing. Upon disapproval, the foregoing procedure shall be repeated until approval is obtained or deemed to be obtained or the request to use such materials or documents is withdrawn or abandoned.

15.7 Declarant shall have the right from time to time to assign all or any part of its rights as a Declarant under this Declaration, provided that the deed or other writing selected by Declarant, in Declarant's sole discretion, shall expressly state that the rights of a Declarant shall be assigned. Any such assignment may provide that the assignee shall have the rights of a Declarant set forth in this Declaration with respect to the Living Units and/or real property owned by such assignee.

15.8 Invalidation of any one of the easements, covenants, restrictions or provisions contained herein shall in no way affect the validity of any other provision.

15.9 Unless otherwise provided in this Declaration, any controversy dispute or claim arising out of or relating to this Declaration or the breach thereof shall be resolved by and

through binding arbitration held in Cleveland, Ohio pursuant to the provisions of the Commercial Arbitration Rules of the American Arbitration Association then in effect except as modified below. The parties shall, upon the written request of either party, choose a mutually acceptable arbitrator. If the parties are unable to agree on such an arbitrator, then each party shall within five (5) business days after such date select one independent arbitrator. The two independent arbitrators so selected shall select a third independent arbitrator, and the matter shall be resolved by such third arbitrator. Such arbitration proceeding shall be conducted in as expedited a manner as is then permitted by commercial arbitration rules (formal or informal), and the arbitrator or arbitrators in any such arbitration shall be persons who are expert in the subject matter of the dispute. Both the foregoing agreement of the parties to arbitrate any and all such claims, and the results, determination finding, judgment and/or award rendered through such arbitration, shall be final and binding on the parties hereto and may be specifically enforced by legal proceedings.

15.10 No violation of any Easement, Covenant or Restriction of this Declaration shall defeat or render invalid the lien of any mortgage made in good faith and for value upon any portion of the Property; provided, however, that any mortgagee in actual possession, or any Purchaser at any mortgagee's foreclosure sale shall be bound by and subject to this Declaration as fully as any other Owner of any portion of the Property.

15.11 Except as expressly provided to the contrary in this Declaration, this Declaration may be amended as follows:

(a) For so long as Declarant or a successor designated by Declarant is the Owner of a fee simple interest in the Property, Declarant shall be entitled from time to time to amend or modify any of the provisions of this Declaration or to waive any of the provisions, either generally or with respect to particular real property, if in its judgment, the development or lack of development of the Property requires such modification or waiver, or if in its judgment the purposes of the general plan of development of the Living Units and Vacant Single Family Lots will be better served by such modification or waiver, provided that no such amendment, modification or waiver shall materially and adversely affect the value of any existing Living Units or Vacant Single Family Lots or shall prevent a Living Unit or Vacant Single Family Lot from being used by the Owner in the same manner that said Living Unit or Vacant Single Family Lot was used prior to the adoption of said amendment, modification or waiver. To modify the Declaration in accordance with this paragraph, Declarant shall file a supplement to this Declaration setting forth the Amendment, which supplement need not be but shall, at Declarant's request, be executed by the Association and all Owners of real property within the Property. Each such Owner, by accepting a deed to his Living Unit or other real property, hereby appoints Declarant his attorney-in-fact, coupled with an interest, to execute on his behalf any such amendments. Each amendment shall be effective when signed by the Declarant and filed

for record with the Recorder of Summit County.

(b) This Declaration may also be amended by Declarant or the Association for the purpose of: (1) complying with requirements of the Federal National Mortgage Association, the Government National Mortgage Association, the Federal Home Loan Mortgage Corporation, the Department of Housing and Urban Development, the Federal Housing Association, the Veteran's Administration, or any other governmental agency or any other public, quasi-public entity, or private insurance company which performs (or may in the future perform) functions similar to those currently performed by such entities: or (2) inducing any of such agencies or entities who make, purchase, sell, insure or guarantee first mortgages; or (3) correcting clerical or typographical or obvious factual errors in this Declaration or any Exhibit hereto or any supplement or amendment hereto; or (4) complying with the under-writing requirements of insurance companies providing casualty insurance, liability insurance or other insurance coverages for the Association; or (5) bringing any provision hereof into compliance or conformity with the provisions of any applicable governmental statute, rule or regulation or any judicial determination; or (6) correcting obvious factual errors or inconsistencies between this Declaration and other documents governing Glencairn Forest, the correction of which would not materially impair the interest of any Owner or Eligible Mortgage Holder; or (7) enabling a title insurance company to issue title insurance coverage with respect to the Property or any portion thereof. In furtherance of the foregoing, a power coupled with an interest is hereby reserved and granted to Declarant and/or to the Board to vote in favor of, make or consent to a Subsequent Amendment on behalf of each Owner as proxy or attorney-in-fact, as the case may be. Each deed, mortgage, trust deed. other evidence of obligation 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 to the Declarant to vote in favor of, and make and record a Subsequent Amendment. To effect said amendment, Declarant shall file a supplement to the Declaration setting forth the Subsequent Amendment which shall be signed by Declarant, if Declarant is a Member, or else the Board, and shall be effective upon the filing of the Subsequent Amendment with the Summit County Recorder.

(c) Declarant shall have the right to amend this Declaration at any time and from time to time in accordance with or in implementation of any of the rights granted to or reserved by Declarant in this Declaration.

(d) Any provision of this Declaration may be amended or repealed following a meeting of the Members held for such purpose, by the affirmative vote of

Declarant (provided Declarant is a Member) and Members having at least a majority of the voting power of the Association unless a greater percentage of vote is required pursuant to this Declaration or in accordance with the statutes of the State of Ohio; provided. however, that any amendment which would terminate or materially affect the easements set forth in Article III of this Declaration shall not be adopted (except as expressly provided to the contrary in this Declaration) unless all persons whose rights are terminated or materially affected shall affirmatively consent in writing to such amendment; and, provided further, that any amendment affecting the rights of Declarant in this Declaration shall not be effective without the prior written consent of Declarant. Written notice shall be given to each Member at least ten (10) days in advance of the date of a meeting held for the purpose of amending this Declaration, which notice shall expressly state the modification to be considered at such meeting. Each amendment shall be effective when signed by the President and one other officer of the Association, and shall be signed by Declarant if the amendment affects the rights of Declarant and then filed for record with the Summit County Recorder.

15.12 After this Declaration shall have been recorded for five (5) years or more, the Board shall have the right to change any interest rate or late payment charge referred to herein by majority vote, but in no event shall said interest rate or late payment charge exceed the highest interest rate chargeable to individuals under applicable law.

15.13 The heading of each Article in this Declaration is inserted only as a matter of convenience and for reference purposes, and in no way defines, limits or describes the scope or intent of this Declaration or in any way affects this Declaration.

15.14 If any of the options, privileges, covenants or rights created by this Declaration shall be unlawful or void for violation of (a) the rule against perpetuities or some analogous statutory provision, (b) the rule restricting restraints on alienation, or (c) any other statutory or common-law rules imposing time limits, then such provision shall continue only until twenty-one (21) years after the death of the survivor of the now living descendants of the current President of the United States of America, and the current Vice President of the United States of America.

COPY

IN WITNESS WHEREOF, This Declaration has been executed on behalf of Declarant and Glencairn Corporation, Glencairn, L.L.C. and Richfield Construction Management Corporation at Cleveland, Ohio on this 10th day of July, 2003.

Witnesses:

Woods King III

Bonnie G. Hadley

GLENCAIRN CORPORATION

By: James M. Biggar
James M. Biggar
Chairman & Chief Executive

And By: Margery S. Biggar
Margery Biggar, Secretary

GLENCAIRN, L.L.C.

By: James M. Biggar
James M. Biggar, Manager

RICHFIELD CONSTRUCTION MANAGEMENT CORPORATION

By: James M. Biggar
James M. Biggar, President

And By: Margery S. Biggar
Margery Biggar, Secretary

This Instrument Prepared by:
Woods King III, Esq.
Buckley King
1400 Bank One Center
Cleveland, OH 44114-2652
(216) 363-1400

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John A Donofrio, Summit Fiscal Officer

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STATE OF OHIO)
) SS:
COUNTY OF CUYAHOGA)

Before me, a Notary Public in and for said County and State, personally appeared James M. Biggar and Margery Biggar, known to me to be the Chairman and Chief Executive Officer and Secretary, respectively, of Glencairn Corporation, the corporation which executed the foregoing instrument, and acknowledged to me that they did sign said instrument in the name and on behalf of said corporation as such officers, respectively, having been duly authorized by its Board of Directors; and that the same is their free act and deed as such officers, and the free and corporate act and deed of said corporation.

In Testimony Whereof, I have hereunto subscribed my name and affixed my official seal at Cleveland, Ohio, this 10 day of July, 2003.

Notary Public

WOODS KING, III, ATTY.
NOTARY PUBLIC • STATE OF OHIO
My Commission Has No Expiration Date
Section 147.03 O.R.C.

STATE OF OHIO)
) SS:
COUNTY OF CUYAHOGA)

Before me, a Notary Public in and for said County and State, personally appeared James M. Biggar, known to me to be the Manager of Glencairn, L.L.C. , the limited liability corporation which executed the foregoing instrument, and acknowledged to me that he did sign said instrument in the name and on behalf of said corporation as such officer, having been duly authorized by its Board of Directors; and that the same is his free act and deed as such officer, and the free and corporate act and deed of said corporation.

In Testimony Whereof, I have hereunto subscribed my name and affixed my official seal at Cleveland, Ohio, this 10 day of July, 2003.

Notary Public

WOODS KING, III, ATTY.
NOTARY PUBLIC • STATE OF OHIO
My Commission Has No Expiration Date
Section 147.03 O.R.C.

COPY

STATE OF OHIO)
) SS:
COUNTY OF CUYAHOGA)

Before me, a Notary Public in and for said County and State, personally appeared James M. Biggar and Margery Biggar, known to me to be the President and Secretary, respectively, of Richfield Construction Management Corporation, the corporation which executed the foregoing instrument, and acknowledged to me that they did sign said instrument in the name and on behalf of said corporation as such officers, respectively, having been duly authorized by its Board of Directors; and that the same is their free act and deed as such officers, and the free and corporate act and deed of said corporation.

In Testimony Whereof, I have hereunto subscribed my name and affixed my official seal at Cleveland, Ohio, this 10 day of July, 2003.

Notary Public

WOODS KING, III, ATTY.
NOTARY PUBLIC • STATE OF OHIO
My Commission Has No Expiration Date
Section 147.03 O.R.C.

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John A Donofrio, Summit Fiscal Officer

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EXHIBIT A

GLENCAIRN FOREST
PARCEL NO. 1

June 3 , 1993

Situated in the Township of Richfield, County of Summit and State of Ohio and known as being part of Lots 3,4 and 5 of Tract 3, Fraction Tract 3, and part of Lots 14, 15 and 16 of Tract 6 and being more fully described as follows:

Beginning at an iron pipe found in the centerline of Revere Road (60 foot R/W) and Wheatley Road (variable R/W). Said pipe also being on the west line of said Lot 5 and the east line of said Lot 4;

THENCE North 85 degrees 56 minutes 05 seconds West along the centerline of said Wheatley Road, a distance of 1311.78 feet to a point;

THENCE North 04 degrees 03 minutes 55 seconds East, a distance of 30.00 feet to a point on the north right of way line of said Wheatley Road;

THENCE along a curve to the left following the north right of way of said Wheatley Road, having a radius of 31 6.39 feet, a central angle of 37 degrees 38 minutes 40 seconds, a tangent of 107.85 feet, a chord distance of 204.1 6 feet which bears South 75 degrees 14 minutes 35 seconds West, a distance of 207.88 feet to a point of reverse curve and an iron pin set;

THENCE along a curve to the right following the north right of way of said Wheatley Road, having a radius of 256-36 feet, a central angle of 53 degrees 02 minutes 39 seconds, a tangent of 1 27.94 feet, a chord distance of 228.95 feet which bears South 82-degrees 56 minutes 34 seconds West, a distance of 237.33 feet to a point of tangency and an iron pin set;

THENCE South 1,9 degrees 27 minutes 54 seconds West, a distance of 30.00 feet to a point on the centerline of said Wheatley Road;

THENCE North 70 degrees 32 minutes 06 seconds West along the centerline of said Wheatley Road, a distance of 80.68 feet to a point;

THENCE North 19 degrees 27 minutes 54 seconds East, a distance of 30.00 feet to an iron pin set on the north right of way line of said Wheatley Road;

THENCE along a curve to the left following the north right of way of said Wheatley Road, having a radius of 231 8.91 feet, a central angle of 24 degrees 07 minutes 14 seconds, a tangent of 495.45 feet, a chord distance of 969-03 felt which bears North 82 degrees 35 minutes 43 seconds West, a

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distance of 976.22 feet to a point of tangency being on the south line of a perpetual easement granted to the State of Ohio as recorded in Deed Volume 4300, Page 279 of the Summit County Record of Deeds;

THENCE South 04 degrees 39 minutes 20 seconds East, a distance of 30.00 feet to a point on the old centerline of said Wheatley Road;

THENCE South 85 degrees 20 minutes 40 seconds West along the old centerline of said Wheatley Road, a distance of 234-30 feet to a point;

THENCE North 03 degrees 04 minutes 40 seconds East, a distance of 30.28 feet to a point on the south line of said perpetual easement granted to the State of Ohio;

THENCE North 85 degrees 20 minutes 40 seconds East along the south line of said perpetual easement, a distance of 440.25 feet to a point on the east line of said perpetual easement;

THENCE North 52 degrees 15 minutes 56 seconds West along the east line of said perpetual easement, a distance of 37.50 feet to an iron pin set;

THENCE North 88 degrees 53 minutes 58 seconds West along said perpetual easement, a distance of 308.97 feet to an iron pin set;

THENCE North 0.1 degrees 04 minutes 00 seconds East along said perpetual easement, a distance of 325.57 feet to an iron pin set;

THENCE South 85 ' degrees 20 minutes 40 seconds West along said perpetual easement, a distance of 65.73 feet to an iron pin set on the east limited access line of I-77;

THENCE along a curve to the left following the east limited access line of said I-77, having a radius of 339.00 feet, a central angle of 49 degrees 29 minutes 01 seconds, a tangent of 1 56.22 feet, a chord distance of 283.76 feet which bears North 26 degrees 13 minutes 24 seconds West, a distance of 292.78 feet to a point of tangency and an Iron pin set;

THENCE North 50 degrees 57 minutes 55 seconds West continuing along said east limited access line of I-77, a distance of 386.54 feet to an iron pin set;

THENCE North 39 degrees 47 minutes 06 seconds West continuing along said east limited access line of I-77, a distance of 1 55.57 feet to an iron pin set;

THENCE North 08 degrees 19 minutes 01 seconds West continuing alone said east limited access line of I-77, a distance of 107.06 feet to an iron pin set;

THENCE North 05 degrees 39 minutes 05 seconds East continuing along said east limited access line of I-77, a distance of 252.34 feet to an iron pin set;

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THENCE North 00 degrees 15 minutes 45 seconds West continuing along said east limited access line of I-77, a distance of 243.00 feet to an iron pin set;

THENCE North 08 degrees 09 minutes 30 seconds West continuing along said east limited access line of I-77, a distance of 1 38.31 feet to an iron pin set;

THENCE North 08 degrees 16 minutes 59 seconds West continuing along said east limited access line of I-77, a distance of 222.1 7 feet to an iron pin set;

THENCE North 00 degrees 15 minutes 45 seconds West continuing along said east limited access line of I-77, a distance of 385.00 feet to an iron pin set on the south limited access line of I-271;

THENCE North 71 degrees 09 minutes 40 seconds East along said south limited access line of I-271, a distance of 666.68 feet to a 3/4 inch iron pin found;

THENCE North 45 degrees 35 minutes 26 seconds East continuing along said south limited access line of I-271, a distance of 213.17 feet to an iron pin set;

THENCE North 13 degrees 57 minutes 27 seconds East continuing along said south limited access line of I-271, a distance of 430.18 feet to an iron pin set;

THENCE North 79 degrees 14 minutes 50 seconds. East continuing along said south limited access line of I-271, a distance of 225.34 feet to an iron pin set;

THENCE North 84 degrees 49 minutes 33 seconds East continuing along said south limited access line of I-271, a distance of 1326.68 feet to an iron pin set on the west line of said Lot 15 and the East line of said Lot 16;

THENCE South 71 degrees 24 minutes 17 seconds East continuing alone said south limited access line of I-271, a distance of 148.67 feet to a 3/4 inch pinch top pipe found;

THENCE North 84 degrees 51 minutes 20 seconds East continuing along said south limited access line of I-271, a distance of 809-53 feet to a 3/4 inch pinch top pipe found;

THENCE North 77 degrees 29 minutes 36 seconds East continuing along said south limited access line of I-271, a distance of 526.53 feet to an iron pin set;

THENCE North 72 degrees 51 minutes 28 seconds East continuing along said south limited access line of I-271, a distance of 768.62 feet to a 3/4 inch pinch top pipe found;

THENCE North 80 degrees 19 minutes 45 seconds East continuing along said south limited access line of I-271, a distance of 340.78 feet to an iron pin set on the west line of said Lot 14 and the east line of said Lot 15;

THENCE North 03 degrees 54 minutes 57 seconds East continuing along said south limited access

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line of I-271 and the common line of said Lots 14 and 15, a distance of 57-99 feet to a 1 inch pinch top pipe found;

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THENCE North 72 degrees 49 minutes 20 seconds East continuing along said south limited access line of I-271, a distance of 779.77 feet to a 1 inch pinch top pipe found;

THENCE South 83 degrees 13 minutes 40 seconds East continuing along said south limited access line of I-271, a distance of 150.38 feet to a 1 inch pinch top pipe found on the west fine of lands owned by the United States of America as recorded in Deed Volume 6189, Page 627 of the Summit County Record of Deeds;

THENCE South 03 degrees 57 minutes 20 seconds West along said west line of lands owned by the United States of America, a distance of 743.36 feet to a 1 inch pipe found;

THENCE South 03 degrees 54 minutes 11 seconds West along the west line of lands owned by the United States of America as recorded in Deed Volume 6025, Page 6.05 of the Summit County Record of Deeds, a distance of 1697..04 feet to an iron pin set;

THENCE North 87 degrees 21 minutes 32 seconds West along said west line of lands owned by the United States of America, a distance of 877.80 feet to a 1-1/2 inch iron pipe found;

THENCE South 02 degrees 30 minutes 50 seconds West along said west line of lands owned by the United States of America, a distance of 425.70 feet to an iron pin set;

THENCE North 88 degrees 19 minutes 36 seconds West along said west line of lands of lands owned by the United States of America, a distance of 361.1 9 feet to a 1-1/2 inch iron pin found;

THENCE South 04 degrees 13 minutes 08 seconds West along said west line of lands owned by the United States of America, a distance of 1449.95 feet to a point on the centerline of said Wheatley Road;

THENCE North 63 degrees 16 minutes 00 seconds West along the centerline of said Wheatley Road, a distance of 5.75 feet to a point;

THENCE North 83 degrees 10 minutes 35 seconds West continuing along the centerline of said Wheatley Road, a distance of 803.04 feet to the point of beginning and containing 16,963,820 square feet or 389.4357 acres of land, more or less.

Said parcel of land is subject to all easements, restrictions and reservations of record.

This description is based on a survey made by Nicholas A. Spagnuolo, Registered Surveyor No. 5304, in April, 1992.

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EXHIBIT A

RIGHT OF WAY RETURNED BY STATE

Situated in the Township of Richfield, County of Summit and State of Ohio and known as being part of Lot 4, Tract 3, Town 4-N, Range 12-W and more fully described as follows:

Beginning at a drill hole set at the centerline intersection of Interstate 77 and Wheatley Road (variable right of way) (C.H. 174);

THENCE South 88 degrees 53 minutes 58 seconds East a distance of 1101.36 feet to a point;

THENCE North 4 degrees 39 minutes 20 seconds West, a distance of 18.38 feet to a point on the northerly right of way of said Wheatley Road and the true point of beginning for the parcel herein described;

THENCE North 85 degrees 20 minutes 40 seconds East a distance of 210.06 feet to a point on the easterly line of land now or formerly owned by Glencairn Corporation as recorded in Official Record 1173, Pages 565 through 569 of the Summit County Record of Deeds;

THENCE North 52 degrees 15 minutes 56 seconds West, along the easterly line of said Glencairn Corporation land, a distance of 37.50 feet to an iron pin found on the southerly line of said Glencairn Corporation land;

THENCE North 88 degrees 53 minutes 58 seconds West, along said southerly line of Glencairn Corporation land, a distance of 308.97 feet to an iron pin found on the easterly line of said Glencairn Corporation land;

THENCE North 1 degree 04 minutes 00 seconds East, along said easterly line of said Glencairn Corporation land, a distance of 325.57 feet to an iron pin found on the southerly line of said Glencairn Corporation land;

THENCE South 85 degrees 20 minutes 40 seconds West along the southerly line of said Glencairn Corporation land, a distance of 65.73 feet to an iron pin found on the easterly limited access line of Interstate 77;

THENCE along an arc of a curve to the right, along the easterly limited access line of said Interstate 77, having a radius of 339.00 feet, a central angle of 2 degrees 32 minutes 54 seconds, a tangent distance of 7.54 feet, a chord distance of 15.08 feet which bears South 0 degrees 12 minutes 46 seconds East, a distance of 15.08 feet to a point;

THENCE South 1 degree 04 minutes 00 seconds West, continuing along the easterly limited access line of said Interstate 77, a distance of 367.01 feet to a point;

THENCE North 85 degrees 20 minutes 40 seconds East a distance of 196.07 feet to the true point of beginning and containing 37,906 square feet or 0.8702 acres of land, more or less.