

COPY

Said parcel is also known as Parcel 87 (Highway) as recorded in Deed Volume 4300, Page 280 of the Summit County Record of Deeds and Parcel 85-A (Highway) as recorded in Deed Volume 4709, Page 496 of the Summit County Record of Deeds. It is the intention of this legal description to release all of the State of Ohio's interest in the above mentioned parcels.

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.



54907875

Pg: 57 of 102
07/15/2003 03:45P
EA 416.00

John A Donofrio, Summit Fiscal Officer

EXHIBIT "B"

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

Beginning at a 1 inch iron pin found at the centerline intersection of Wheatley Road (60° right-of-way) (C.H. 174) and Revere Road (60° right-of-way) (C.H. 114).

Thence North 85 degrees 56 minutes 05 seconds West, along the centerline of said Wheatley Road, a distance of 205.89 feet to a monument found;

Thence North 4 degrees 03 minutes 55 seconds East, a distance of 30.00 feet to a capped iron pin set;

Thence following an arc of a curve to the right, along the northerly right-of-way line of said Wheatley Road, having a radius of 970.00 feet, a central angle of 4 degrees 18 minutes 56 seconds, a tangent distance of 36.55 feet, a chord distance of 73.04 feet which bears North 83 degrees 46 minutes 37 seconds West, a distance of 73.06 feet to a capped iron pin set;

Thence North 10 degrees 18 minutes 26 seconds East, a distance of 197.49 feet to a capped iron pin set;

Thence following an arc of a curve to the right, having a radius of 155.75 feet, a central angle of 5 degrees 01 minutes 12 seconds, a tangent distance of 6.83 feet, a chord distance of 13.64 feet which bears North 37 degrees 53 minutes 22 seconds West, a distance of 13.65 feet to a capped iron pin set at a point of tangency;

Thence North 35 degrees 22 minutes 46 seconds West, a distance of 53.59 feet to a capped iron pin set at a point of curve;

Thence following an arc of a curve to the left, having a radius of 25.00 feet, a central angle of 81 degrees 47 minutes 12 seconds, a tangent distance of 21.65 feet, a chord distance of 32.73 feet which bears North 76 degrees 16 minutes 22 seconds West, a distance of 35.69 feet to a capped iron pin set;

Thence North 27 degrees 09 minutes 58 seconds West, a distance of 154.50 feet to a capped iron pin set;

Thence North 49 degrees 55 minutes 47 seconds East, a distance of 428.63 feet to a capped iron pin set;



54907875
Pg: 58 of 102
07/15/2003 03:45P
EA 416.00

John A Donofrio, Summit Fiscal Officer

Thence South 41 degrees 01 minutes 51 seconds East, a distance of 287.09 feet to a capped iron pin set;

Thence South 6 degrees 49 minutes 25 seconds West, a distance of 199.65 feet to a capped iron pin set;

Thence South 83 degrees 10 minutes 35 seconds East, a distance of 506.64 feet to a capped iron pin set;

Thence North 6 degrees 49 minutes 25 seconds East, a distance of 58.10 feet to a capped iron pin set at a point of curve;

Thence following an arc of a curve to the left, having a radius of 25.00 feet, a central angle of 48 degrees 11 minutes 23 seconds, a tangent distance of 11.18 feet, a chord distance of 20.41 feet which bears North 17 degrees 16 minutes 16 seconds West, a distance of 21.03 feet to a capped iron pin set at a point of reverse curve;

Thence following an arc of a curve to the right, having a radius of 50.00 feet, a central angle of 52 degrees 27 minutes 03 seconds, a tangent distance of 24.63 feet, a chord distance of 44.19 feet which bears North 15 degrees 08 minutes 27 seconds West, a distance of 45.77 feet to a capped iron pin set;

Thence North 11 degrees 05 minutes 05 seconds East, a distance of 101.31 feet to a capped iron pin set;

Thence North 57 degrees 24 minutes 58 seconds East, a distance of 76.22 feet to a capped iron pin set;

Thence North 89 degrees 48 minutes 23 seconds East, a distance of 160.66 feet to a capped iron pin set;

Thence South 4 degrees 13 minutes 08 seconds West, a distance of 607.83 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;



54907875

Pg: 59 of 102
07/15/2003 03:45P
EA 416.00

John A Donofrio, Summit Fiscal Officer

COPY

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 536,940 square feet or 12.3265 acres of land, more or less.

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

This description is based on a survey made by Dennis W. Stoffer, Registered Surveyor No. 7604, in July, 2001.



John A Donofrio, Summit Fiscal Officer

54907875

Pg: 60 of 102
07/15/2003 03:45P
EA 416.00

EXHIBIT "C"

Situated in the Township of Richfield, County of Summit and State of Ohio and known as being part of Lot 4, Tract 3 of said Richfield Township, and more fully described as follows:

Beginning at a 1 inch iron pin found at the centerline intersection of Wheatley Road (60' right-of-way) (C.H. 174) and Revere Road (60' right-of-way) (C.H. 114).

Thence North 85 degrees 56 minutes 05 seconds West, along the centerline of said Wheatley Road, a distance of 205.89 feet to a monument found;

Thence North 4 degrees 03 minutes 55 seconds East, a distance of 30.00 feet to a capped iron pin set;

Thence following an arc of a curve to the right, along the northerly right of way of said Wheatley Road, having a radius of 970.00 feet, a central angle of 4 degrees 18 minutes 56 seconds, a tangent distance of 36.55 feet, a chord distance of 73.04 feet which bears North 83 degrees 46 minutes 37 seconds West, a distance of 73.06 feet to a capped iron pin set and the true point of beginning for the parcel herein described;

Thence following an arc of a curve to the right, continuing along the northerly right of way of said Wheatley Road, having a radius of 970.00 feet, a central angle of 7 degrees 54 minutes 42 seconds, a tangent distance of 67.08 feet, a chord distance of 133.84 feet which bears North 77 degrees 39 minutes 48 seconds West, a distance of 133.94 feet to a capped iron pin set at a point of tangency;

Thence North 73 degrees 42 minutes 27 seconds West, continuing along the northerly right of way of said Wheatley Road, a distance of 545.16 feet to a capped iron pin set at a point of curve;

Thence following an arc of a curve to the left, continuing along the northerly right of way of said Wheatley Road, having a radius of 630.00 feet, a central angle of 21 degrees 23 minutes 28 seconds, a tangent distance of 118.99 feet, a chord distance of 233.84 feet which bears North 84 degrees 24 minutes 11 seconds West, a distance of 235.21 feet to a capped iron pin set;

Thence North 5 degrees 18 minutes 34 seconds West, a distance of 54.76 feet to a capped iron pin set;

Thence North 16 degrees 07 minutes 58 seconds East, a distance of 197.12 feet to a capped iron pin set;



54907875

Pg: 61 of 102
07/15/2003 03:45P
EA 416.00

John A Donofrio, Summit Fiscal Officer

Thence South 73 degrees 52 minutes 02 seconds East, a distance of 200.00 feet to a capped iron pin set;

Thence North 16 degrees 07 minutes 58 seconds East, a distance of 301.32 feet to a capped iron pin set;

Thence North 22 degrees 11 minutes 06 seconds East, a distance of 174.58 feet to a capped iron pin set;

Thence North 83 degrees 58 minutes 27 seconds East, a distance of 480.59 feet to a capped iron pin set;

Thence South 50 degrees 34 minutes 44 seconds East, a distance of 198.92 feet to a capped iron pin set;

Thence South 41 degrees 01 minutes 51 seconds East, a distance of 129.89 feet to a capped iron pin set;

Thence South 49 degrees 55 minutes 47 seconds West, a distance of 428.63 feet to a capped iron pin set;

Thence South 27 degrees 09 minutes 58 seconds East, a distance of 154.50 feet to a capped iron pin set;

Thence following an arc of a curve to the right, having a radius of 25.00 feet, a central angle of 81 degrees 47 minutes 12 seconds, a tangent distance of 21.65 feet, a chord distance of 32.73 feet which bears South 76 degrees 16 minutes 22 seconds East, a distance of 35.69 feet to a capped iron pin set at a point of tangency;

Thence South 35 degrees 22 minutes 46 seconds East, a distance of 53.59 feet to a capped iron pin set to a point of curve;

Thence following an arc of a curve to the left, having a radius of 155.75 feet, a central angle of 5 degrees 01 minutes 12 seconds, a tangent distance of 6.83 feet, a chord distance of 13.64 feet which bears South 37 degrees 53 minutes 22 seconds East, a distance of 13.65 feet to a capped iron pin set;

Thence South 10 degrees 18 minutes 26 seconds West, a distance of 197.49 feet to the true



54907875

Pg: 62 of 102
07/15/2003 03:45P
EA 416.00

John A Donofrio, Summit Fiscal Officer

COPY

point of beginning and containing 557,238 square feet or 12.7924 acres of land, more or less.

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

This description is based on a survey made by Dennis W. Stoffer, Registered Surveyor No. 7604, in July, 2001.



54907875

Pg: 63 of 102
07/15/2003 03:45P
EA 416.00

John A Donofrio, Summit Fiscal Officer

EXHIBIT "D"

Situated in the Township of Richfield, County of Summit and State of Ohio and known as being part of Lot 4, Tract 3 of said Richfield Township, and more fully described as follows:

Beginning at a 1 inch iron pin found at the centerline intersection of Wheatley Road (60' right-of-way) (C.H. 174) and Revere Road (60' right-of-way) (C.H. 114).

Thence North 85 degrees 56 minutes 05 seconds West, continuing along the centerline of said Wheatley Road, a distance of 205.89 feet to a monument found;

Thence North 4 degrees 03 minutes 55 seconds East, a distance of 30.00 feet to a capped iron pin set;

Thence following an arc of a curve to the right, along the northerly right of way of said Wheatley Road, having a radius of 970.00 feet, a central angle of 12 degrees 13 minutes 38 seconds, a tangent distance of 103.90 feet, a chord distance of 206.61 feet which bears North 79 degrees 49 minutes 16 seconds West, a distance of 207.00 feet to a capped iron pin set;

Thence North 73 degrees 42 minutes 27 seconds West, continuing along the northerly right of way line of said Wheatley Road, a distance of 545.16 feet to a capped iron pin set;

Thence following an arc of a curve to the left, continuing along the northerly right of way line of said Wheatley Road, having a radius of 630.00 feet, a central angle of 21 degrees 23 minutes 28 seconds, a tangent distance of 118.99 feet, a chord distance of 233.84 feet which bears North 84 degrees 24 minutes 11 seconds West, a distance of 235.21 feet to a capped iron pin set and the true point of beginning for the parcel herein described;

Thence following an arc of a curve to the left, continuing along the northerly right of way line of said Wheatley Road, having a radius of 630.00 feet, a central angle of 12 degrees 09 minutes 51 seconds, a tangent distance of 67.13 feet, a chord distance of 133.50 feet which bears South 78 degrees 49 minutes 09 seconds West, a distance of 133.75 feet to a capped iron pin set at a point of tangency;

Thence South 72 degrees 44 minutes 14 seconds West, continuing along the northerly right-of-way of said Wheatley Road, a distance of 64.49 feet to an iron pin found at the southeasterly corner of Block B, as recorded in Glencairn Forest Phase I subdivision, Cabinet K, Slides 259-270 of the Summit County Record of Plats;



54907875

Pg: 64 of 102
07/15/2003 03:45P
EA 416.00

John A Donofrio, Summit Fiscal Officer

COPY

Thence North 38 degrees 51 minutes 33 seconds West, along the easterly line of said Block B, a distance of 373.25 feet to an iron pin found;

Thence North 55 degrees 33 minutes 18 seconds West, continuing along the easterly line of said Block B, a distance of 209.25 feet to an iron pin found;

Thence North 5 degrees 08 minutes 38 seconds West, continuing along the easterly line of said Block B, a distance of 214.15 feet to an iron pin found;

Thence North 53 degrees 50 minutes 16 seconds East, continuing along the easterly line of said Block B, a distance of 697.83 feet to an iron pin found;

Thence South 72 degrees 37 minutes 00 seconds East, a distance of 271.61 feet to a capped iron pin set;

Thence South 34 degrees 54 minutes 45 seconds East, a distance of 327.38 feet to a capped iron pin set;

Thence South 22 degrees 11 minutes 06 seconds West, a distance of 174.58 feet to a capped iron pin set;

Thence South 16 degrees 07 minutes 58 seconds West, a distance of 301.32 feet to a capped iron pin set;

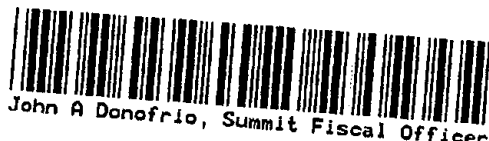
Thence North 73 degrees 52 minutes 02 seconds West, a distance of 200.00 feet to a capped iron pin set;

Thence South 16 degrees 07 minutes 58 seconds West, a distance of 197.12 feet to a capped iron pin set;

Thence South 5 degrees 18 minutes 34 seconds East, a distance of 54.76 feet to the true point of beginning and containing 636,212 square feet or 14.6054 acres of land, more or less.

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

This description is based on a survey made by Dennis W. Stoffer, Registered Surveyor No. 7604, in July, 2001.



John A. Donofrio, Summit Fiscal Officer

54907875

Pg: 65 of 102
07/15/2003 03:45P
EA 416.00

EXHIBIT E

GLENCAIRN FOREST

CLUSTER 12 (EXCLUDING CHAPELTON COURT)

ARGYLL NEIGHBORHOOD

July 9, 2003

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

Beginning at an iron pin located at the southwestern corner of Sublot 123 of Glencairn Forest - Phase VII, as recorded in Reception Number 54390470;

Thence North 82 degrees 16 minutes 38 seconds West, along the northern right-of-way of West Galloway Drive of Glencairn Forest - Phase II, as recorded in Cabinet L, Slides 680-686, a distance of 245.64 feet to an iron pin found at a point of curve;

Thence following an arc of a curve to the right, continuing along the northern right-of-way of said West Galloway Drive, having a radius of 25.00 feet, a central angle of 90 degrees 00 minutes 00 seconds, a tangent distance of 25.00 feet, a chord distance of 35.36 feet which bears North 37 degrees 16 minutes 38 seconds West, a distance of 39.27 feet to a point and true point of beginning for the parcel herein described;

Thence North 82 degrees 35 minutes 21 seconds West, continuing along the northern right-of-way of said West Galloway Drive, a distance of 50.00 feet to a point;

Thence following an arc of a curve to the right, continuing along the northern right-of-way line of said West Galloway Drive, having a radius of 25.00 feet, a central angle of 88 degrees 06 minutes 35 seconds, a tangent distance of 24.19 feet, a chord distance of 34.77 feet which bears South 51 degrees 46 minutes 39 seconds West, a distance of 38.45 feet to a point of tangency;

Thence following an arc of a curve to the left, continuing along the northern right-of-way line of said West Galloway Drive, having a radius of 475.00 feet, a central angle of 15 degrees 57 minutes 21 seconds, a tangent distance of 66.57 feet, a chord distance of 131.85 feet which bears South 87 degrees 51 minutes 16 seconds West, a distance of 132.28 feet to a capped iron pin found at a point of tangency;

Thence South 79 degrees 16 minutes 46 seconds West, continuing along the northern right-of-way line of said West Galloway Drive, a distance of 9.90 feet to a capped iron pin found at the southeastern corner of subplot 38 of said Glencairn Forest - Phase II;

Thence North 11 degrees 19 minutes 04 seconds West, a distance of 354.80 feet to a point;

Thence North 06 degrees 33 minutes 14 seconds West, a distance of 178.31 feet to a point;

Thence North 33 degrees 20 minutes 23 seconds East, a distance of 163.81 feet to a point;



54907875
Pg: 66 of 102
07/15/2003 03:45P
EA 416.00

GLENCAIRN FOREST

CLUSTER 12 (EXCLUDING CHAPELTON COURT)

ARGYLL NEIGHBORHOOD

July 9, 2003

Thence North 00 degrees 06 minutes 15 seconds East, a distance of 181.54 feet to a capped iron pin found on the southern right-of-way line of Interstate 271;

Thence South 71 degrees 24 minutes 17 seconds East, along the southern right-of-way line of said Interstate 271, a distance of 148.67 feet to a ¾ inch pinch top pipe found;

Thence North 84 degrees 51 minutes 20 seconds East, continuing along the southern right-of-way line of said Interstate 271, a distance of 809.53 feet to a ¾ inch pinch top pipe found;

Thence South 14 degrees 03 minutes 39 seconds East, a distance of 504.20 feet to a capped iron pin found being the northeast corner of Sublot 120 of said Glencairn Forest – Phase VII;

Thence North 75 degrees 50 minutes 19 seconds West, along the northerly line of said subplot 120, a distance of 190.13 feet to a capped iron pin found being the northwest corner of said Sublot 120;

Thence South 58 degrees 48 minutes 08 seconds West, a distance of 274.65 feet to a capped iron pin found;

Thence North 53 degrees 59 minutes 53 seconds West, a distance of 198.12 feet to a capped iron pin found;

Thence South 82 degrees 45 minutes 21 seconds West, a distance of 124.63 feet to a capped iron pin found;

Thence South 61 degrees 25 minutes 56 seconds West, a distance of 72.20 feet to a capped iron pin found;

Thence South 43 degrees 37 minutes 25 seconds West, a distance of 279.28 feet to a capped iron pin found;

Thence South 17 degrees 39 minutes 13 seconds West, a distance of 70.64 feet to a capped iron pin found;

Thence South 7 degrees 43 minutes 22 seconds West, a distance of 78.37 feet to the true point of beginning and containing 542,252 square feet or 12.4484 acres of land, more or less.

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



COPY

GLENCAIRN FOREST
CLUSTER 12 (EXCLUDING CHAPELTON COURT)
ARGYLL NEIGHBORHOOD
July 9, 2003

This description is based on a survey made by Dennis W. Stoffer, Registered Surveyor No. 7604, in May, 2003.



John A Donofrio, Summit Fiscal Officer

54907875
Pg: 68 of 102
07/15/2003 03:45P
EA 416.00

EXHIBIT F

GLENCAIRN FOREST

CLUSTER 13

THORNHILL NEIGHBORHOOD

July 7, 2003

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

Beginning at a monument box found at the centerline intersection of West Galloway Drive (50 feet in width) and Balmoral Drive (50 feet in width) as recorded in the Glencairn Forest - Phase II subdivision, as recorded in Cabinet L, Slides 680 through 686 of the Summit County Record of Plats;

Thence North 82 degrees 16 minutes 38 seconds West, along the centerline of said West Galloway Drive, a distance of 131.38 feet to a monument box found at a point of curve;

Thence following an arc of a curve to the left, continuing along the centerline of said West Galloway Drive, having a radius of 450.00 feet, a central angle of 19 degrees 02 minutes 25 seconds, a tangent distance of 75.47 feet, a chord distance of 148.86 feet which bears South 88 degrees 12 minutes 09 seconds West, a distance of 149.54 feet to a point;

Thence North 11 degrees 19 minutes 04 seconds West, a distance of 337.00 feet to the northeasterly corner of subplot 38 of said Glencairn Forest Phase II subdivision and true point of beginning for the parcel herein described;

Thence South 67 degrees 14 minutes 05 seconds West, a distance of 360.77 feet to the northwesterly corner of subplot 39 of said Glencairn Forest Phase II subdivision;

Thence South 85 degrees 26 minutes 40 seconds West, a distance of 157.68 feet to the northwesterly corner of subplot 40 of said Glencairn Forest Phase II subdivision;

Thence South 46 degrees 48 minutes 21 seconds West, a distance of 141.17 feet to the northwesterly corner of subplot 41 of said Glencairn Forest Phase II subdivision;

Thence North 11 degrees 15 minutes 57 seconds West, a distance of 212.91 feet to the northeasterly corner of subplot 45 of said Glencairn Forest Phase II subdivision;

Thence South 75 degrees 49 minutes 25 seconds West, along the northerly line of said subplot 45, a distance of 210.08 feet to the northwesterly corner of said subplot 45;

Thence South 10 degrees 15 minutes 15 seconds West, along the westerly line of said subplot 45, a distance of 267.61 feet to the northeasterly corner of subplot 68 of the Glencairn Forest Phase V subdivision as recorded in Reception Number 54235088 of the Summit County Record of Plats;



54907875

Pg: 69 of 102
07/15/2003 03:45P
EA 416.00

John A Donofrio, Summit Fiscal Officer

EXHIBIT F

GLENCAIRN FOREST

CLUSTER 13

THORNHILL NEIGHBORHOOD

July 7, 2003

Thence North 79 degrees 44 minutes 45 seconds West, a distance of 523.64 feet to the northwesterly corner of subplot 70 of said Glencairn Forest Phase V subdivision;

Thence North 39 degrees 53 minutes 57 seconds West, a distance of 286.62 feet to a capped iron pin found on the westerly right-of-way line of Interstate 271;

Thence North 13 degrees 57 minutes 27 seconds East, along the easterly right-of-way of said Interstate 271, a distance of 430.18 feet to a point;

Thence North 00 degrees 06 minutes 15 seconds East, a distance of 181.54 feet to a capped iron pin found on the southern right-of-way line of said Interstate 271;

Thence North 79 degrees 14 minutes 50 seconds East, along the southern right-of way line of said Interstate 271, a distance of 225.34 feet to a capped iron pin found;

Thence North 84 degrees 49 minutes 38 seconds East, continuing along the southern right-of-way line of said Interstate 271, a distance of 1,326.68 feet to a capped iron pin found;

Thence South 0 degrees 06 minutes 15 seconds West, a distance of 181.54 feet to a point;

Thence South 33 degrees 20 minutes 23 seconds West, a distance of 163.81 feet to a point;

Thence South 6 degrees 33 minutes 14 seconds East, a distance of 178.31 feet to a point;

Thence South 11 degrees 19 minutes 04 seconds East, a distance of 42.80 feet to the true point of beginning and containing 996,589 square feet or 22.8785 acres of land, more or less.

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

This description is based on a survey made by Dennis W. Stoffex, Registered Surveyor No. 7604, in May, 2003.



54907875

Pg: 70 of 102
07/15/2003 03:45P
EA 416.00

John A Donofrio, Summit Fiscal Officer

EXHIBIT F

GLENCAIRN FOREST

CLUSTER 13

THORNHILL NEIGHBORHOOD

July 7, 2003

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

Beginning at a monument box found at the centerline intersection of West Galloway Drive (50 feet in width) and Balmoral Drive (50 feet in width) as recorded in the Glencairn Forest - Phase II subdivision, as recorded in Cabinet L, Slides 680 through 686 of the Summit County Record of Plats;

Thence North 82 degrees 16 minutes 38 seconds West, along the centerline of said West Galloway Drive, a distance of 131.38 feet to a monument box found at a point of curve;

Thence following an arc of a curve to the left, continuing along the centerline of said West Galloway Drive, having a radius of 450.00 feet, a central angle of 19 degrees 02 minutes 25 seconds, a tangent distance of 75.47 feet, a chord distance of 148.86 feet which bears South 88 degrees 12 minutes 09 seconds West, a distance of 149.54 feet to a point;

Thence North 11 degrees 19 minutes 04 seconds West, a distance of 337.00 feet to the northeasterly corner of subplot 38 of said Glencairn Forest Phase II subdivision and true point of beginning for the parcel herein described;

Thence South 67 degrees 14 minutes 05 seconds West, a distance of 360.77 feet to the northwesterly corner of subplot 39 of said Glencairn Forest Phase II subdivision;

Thence South 85 degrees 26 minutes 40 seconds West, a distance of 157.68 feet to the northwesterly corner of subplot 40 of said Glencairn Forest Phase II subdivision;

Thence South 46 degrees 48 minutes 21 seconds West, a distance of 141.17 feet to the northwesterly corner of subplot 41 of said Glencairn Forest Phase II subdivision;

Thence North 11 degrees 15 minutes 57 seconds West, a distance of 212.91 feet to the northeasterly corner of subplot 45 of said Glencairn Forest Phase II subdivision;

Thence South 75 degrees 49 minutes 25 seconds West, along the northerly line of said subplot 45, a distance of 210.08 feet to the northwesterly corner of said subplot 45;

Thence South 10 degrees 15 minutes 15 seconds West, along the westerly line of said subplot 45, a distance of 267.61 feet to the northeasterly corner of subplot 68 of the Glencairn Forest Phase V subdivision as recorded in Reception Number 64235088 of the Summit County Record of Plats;



54907875
Pg: 71 of 102
07/15/2003 03:45P
ER 416.00

EXHIBIT F

GLENCAIRN FOREST

**CLUSTER 13
THORNHILL NEIGHBORHOOD**

July 7, 2003

Thence North 79 degrees 44 minutes 45 seconds West, a distance of 523.64 feet to the northwesterly corner of subplot 70 of said (Glencairn Forest Phase V subdivision);

Thence North 39 degrees 53 minutes 57 seconds West, a distance of 286.62 feet to a capped iron pin found on the westerly right-of-way line of Interstate 271;

Thence North 13 degrees 57 minutes 27 seconds East, along the easterly right-of-way of said Interstate 271, a distance of 430.18 feet to a point;

Thence North 00 degrees 06 minutes 15 seconds East, a distance of 181.54 feet to a capped iron pin found on the southern right-of-way line of said Interstate 271;

Thence North 79 degrees 14 minutes 50 seconds East, along the southern right-of way line of said Interstate 271, a distance of 225.34 feet to a capped iron pin found;

Thence North 84 degrees 49 minutes 38 seconds East, continuing along the southern right-of-way line of said Interstate 271, a distance of 1,326.68 feet to a capped iron pin found;

Thence South 0 degrees 06 minutes 15 seconds West, a distance of 181.54 feet to a point;

Thence South 33 degrees 20 minutes 23 seconds West, a distance of 163.81 feet to a point;

Thence South 6 degrees 33 minutes 14 seconds East, a distance of 178.31 feet to a point;

Thence South 11 degrees 19 minutes 04 seconds East, a distance of 42.80 feet to the true point of beginning and containing 996,589 square feet or 22.8785 acres of land, more or less.

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

This description is based on a survey made by Dennis W. Stoffer, Registered Surveyor No. 7604, in May, 2003.



54907875
Pg: 72 of 102
07/15/2003 03:45P
EA 416.00

John A Donofrio, Summit Fiscal Officer

EXHIBIT G

CODE OF REGULATIONS OF

HOMEOWNERS ASSOCIATION, INC.

ARTICLE I

ASSOCIATION OF OWNERS

_____ Homeowners Association, Inc., cluster development located in Glencairn Forest, a residential development located in the Township of Richfield, Summit County, Ohio (the "Development"), shall be administered by an association of owners which shall be a not-for-profit corporation, hereinafter called the "_____ Homeowners Association, Inc." (sometimes referred to herein as the "Neighborhood Association") organized under the applicable laws of the State of Ohio, and responsible for the management, maintenance, operation and administration of the common areas, easements, and affairs of the _____ Neighborhood of the Development. The Neighborhood Association shall be vested with the powers set forth in the Declaration of Covenants, Conditions, Easements and Restrictions of Glencairn Forest (the "Declaration") as recorded with the Summit County Recorder. As used herein, terms defined in the Declaration shall have the same meaning ascribed to therein unless otherwise defined herein. The owner of a cluster lot in the _____ Neighborhood shall be entitled to membership, and no other person or entity other than the "Developer," as hereinafter defined, shall be entitled to membership. In the event my such cluster lot is owned by more than one person or entity, only one membership shall be allocated to a cluster lot. The share of a member of the Neighborhood Association in the funds and assets of the Neighborhood Association cannot be assigned, pledged or transferred in any manner, except as an appurtenance to the Living Unit owned by such member. All owners of cluster lot in the _____ Neighborhood and all persons using or entering upon or acquiring any interest in any such lot or the Common Areas within the _____ Neighborhood shall be subject to the provisions and terms set forth herein. The developer of the Development is Glencairn Corporation, an Ohio Corporation, and it, together with its successors and assigns, is referred to herein as the "Developer."

ARTICLE II

ASSESSMENTS

All expenses arising from the management, administration and operation of the Neighborhood Association in pursuance of its responsibilities as set forth in the Declaration, as amended, and herein shall be levied by the Neighborhood Association against the Living Units and the owners thereof in accordance with the following provisions:

Section 1. Determination of Assessments. Assessments shall be determined in accordance with the following provisions:

- (a) Budget. The Board of Trustees of the Neighborhood Association shall establish an annual budget in advance for each fiscal year, and such budget shall project all expenses for the forthcoming year which may be required for the special needs of the _____ Neighborhood and of the Development, including a reasonable



54907875
 Pg: 73 of 102
 07/15/2003 03:45P
 EA 416.00

allowance for contingencies and reserves. An adequate reserve fund for maintenance, repairs and replacement of those common areas that must be replaced on a periodic basis shall be established in the budget and must be funded by regular periodic payments as set forth in Section 2(a) below rather than by special assessments. Upon adoption of an annual budget by the Board of Trustees, copies of the budget shall be delivered to each member and the assessment for said year shall be established based upon said budget, although the failure to deliver a copy of the budget to each member shall not affect or in any way diminish the liability of any member for any existing or future assessments. Should the Board of Trustees at any time decide, in the sole discretion of the Board of Trustees that an emergency exists, then the Board of Trustees shall have the authority to increase the budget as it shall be deemed necessary. The Board of Trustees also shall have the authority, without the consent of the members, to levy assessments pursuant to the provisions of this Article II. The discretionary authority of the Board of Trustees to levy assessments pursuant to this subparagraph shall rest solely with the Board of Trustees for the benefit of the Neighborhood Association and the members thereof, and shall not be enforceable by any creditors of the Neighborhood Association or by the members thereof.

(b) Special Assessments. Special assessments, in addition to those required in subparagraph (a) above, may be made by the Board of Trustees from time to time and approved by the members as hereinafter provided for any other appropriate purpose not elsewhere herein described. Special assessments referred to in this subparagraph (b) (but not including those assessments referred to in subparagraph (a) above, which shall be levied in the sole discretion of the Board of Trustees) shall not be levied without the prior approval of more than sixty percent (60%) of all of the members. The authority to levy assessments pursuant to this subparagraph is solely for the benefit of the Neighborhood Association and the members thereof, and shall not be enforceable by any creditors of the Neighborhood Association or of the members thereof.

Section 2. Apportionment of Assessments and Penalty for Default.

(a) Apportionment. Unless otherwise provided herein, all assessments levied against the members to cover expenses of administration shall be apportioned among and paid by the members in accordance with the number of Living Units in the Development. Any other unusual common expenses benefitting less than all of the Living Units, or any expenses incurred as a result of the conduct of less than all those entitled to occupy the _____ Neighborhood, or their tenants or invitees, shall be specifically assessed against the Living Unit or Units involved, in accordance with such reasonable rules and regulations as shall be adopted by the Board of Trustees of the Neighborhood Association. Annual assessments as determined in accordance with Section 1(a) of this Article II shall be payable by members in one (1) annual or two (2) equal bi-annual installments, commencing with and prorated based upon the acquisition of fee simple title to a Living Unit. The payment of an assessment shall be in default if such assessment, or any part thereof, is not paid to the Neighborhood Association in full on or before the due date for such payment.

(b) Each installment in default for ten (10) or more days shall bear interest from the initial due date thereof at the rate of ten percent (10%) per annum, plus such additional interest rate surcharge as the Board of Trustees shall approve, until each



54907875

Pg: 74 of 102
07/15/2003 03:45P
EA 416.00

installment is paid in full; provided, however, that the sum of the interest rate and interest rate surcharge applying to delinquent amounts shall not exceed the limit set by usury laws in the State of Ohio. The Neighborhood Association may, pursuant to Section k(b) of Article III below, levy fines for late payment of assessments in addition to such interest. Each member shall be, and remain personally liable for, the payment of all assessments pertinent to the Living Unit owned by such member, which may be levied while such member is the owner thereof. Payments on account of installments of assessments in default shall be applied as follows: First, to cost of collection and enforcement of payment, including actual attorney's fees (not limited to statutory fees) ; second, to any interest charges and fines for late payment on such installments; third, to installments in default in or of their due dates.

Section 3. Waiver of Use of Abandonment of Unit. No member may exempt such liability for the contribution owed by such member toward the expenses of administration by waiver of the use or enjoyment of any of the Common Areas or by the abandonment of the unit owned by such member.

Section 4. Enforcement.

(a) Remedies. In addition to any other remedies available to the Neighborhood Association, the Neighborhood Association may enforce collection of delinquent assessments by a suit at law for a money judgment or by foreclosure of a lien securing payment of assessments that has been perfected in accordance with the Declaration. In the event of default by any member in the payment of any installment of the annual assessment levied against a Living Unit owned by such member, the Neighborhood Association shall have the right to declare all unpaid installments of the annual assessment for the pertinent fiscal year immediately due and payable. The Neighborhood Association also may discontinue the furnishing of any utilities or other services to a member in default upon seven (7) days' written notice to such member of its intention to do so. A member in default shall not be entitled to utilize any of the Common Areas of the Development and shall not be entitled to vote at any meeting of the Neighborhood Association so long as such default continues; provided, however, this provision shall not operate to deprive any member of ingress or egress to and from such Living unit. In a judicial foreclosure action, a receiver may be appointed to collect a reasonable rental for the Living Unit from the owner thereof or any persons claiming under such owner and, if the Living Unit is not occupied, to lease the Living Unit and collect and apply the rental therefrom to any delinquency owed to the Neighborhood Association. All of these remedies shall be cumulative and not in the alternative and shall not preclude the Neighborhood Association from exercising such other remedies as may be available at law or in equity.

(b) Foreclosure Proceedings. Each member, and every other person who from time to time has any interest in the Development, shall be deemed to have granted to the Neighborhood Association the unqualified right to elect to foreclose on the lien securing payment of assessments either by judicial action or by advertisement. The provisions of Ohio law pertaining to foreclosure of mortgages by judicial action and by advertisement, as the same may be amended from time to time, are incorporated herein by reference for the purposes of establishing the alternative procedures to be followed in lien

54907875
Pg: 75 of 102
07/15/2003 03:45P
EA 416.00
John A Donofrio, Summit Fiscal Officer

foreclosure actions and the right and obligations of the parties to such actions. Further, each member and every other person who from time to time has any interest in the Development shall be deemed to have authorized and empowered the Neighborhood Association to sell or to cause to be sold the Living Unit with respect to which the assessments) is or are delinquent and to receive, hold and distribute the proceeds of such sale in accordance with the priorities established by applicable law. Each owner of a Living Unit in the Development acknowledges that, at the time of acquiring title to such Living Unit, such owner was notified of the provision of this subparagraph and that such owner voluntarily and knowingly waived notice of any proceedings brought by the Neighborhood Association to foreclose by advertisement the lien for nonpayment of assessments and a hearing on the same prior to the sale of the subject Living Unit.

(c) Notice of Action. Notwithstanding the foregoing, neither a judicial foreclosure action nor a suit at law for a money judgment shall be commenced until the expiration of ten (10) days after mailing, by first class mail, postage prepaid, addressed to the Delinquent Owner at the last known address of such member, of a written notice that one or more installments of the annual assessment levied against the pertinent Living Unit is or are delinquent and that the Neighborhood Association may invoke any of its remedies hereunder if the default is not cured within ten (10) days after the date of mailing. Such written notice shall be accompanied by a written affidavit of an authorized representative of the Neighborhood Association that sets forth: (1) the affiant's capacity to make the affidavit; (2) the statutory and other authority for the lien; (3) the amount outstanding (exclusive of interest, costs, attorney's fees, and future assessments) ; (4) the legal description of the subject Living Unit(s); and (5) the name of the owner of record. If the delinquency is not cured within the ten (10) day period, the Neighborhood Association may take such remedial action as may be available to it hereunder or under Ohio law.

(d) Expenses of Collection. The expenses incurred in collecting unpaid assessments, including interest, costs, actual attorney's fees (not limited to statutory fees) and advances for taxes or other liens paid by the Neighborhood Association to protect its lien, shall be chargeable to the member in default and shall be secured by the lien on the subject Living Unit.

Section 5. Developer's Responsibility for Assessments. Notwithstanding the fact that the Developer is a member of the Neighborhood Association, it shall not be responsible at any time for payment of annual assessments. The Developer, however, shall at all times pay all expenses of maintaining the Living Units that it owns, including the dwellings and other improvements located thereon, together with a proportionate share of all current expenses of administration actually incurred by the Neighborhood Association from time to time except expenses related to maintenance and use of the Living Units in the Development and of the dwellings and other improvements constructed within or appurtenant to the Living Units that are not owned by the Developer. For purposes of the foregoing sentence, the Developer's proportionate share of such expenses shall be based upon the ratio of all Living Units owned by the Developer at the time the expense is incurred to the total number of Living Units then in the Development. In no event shall the Developer be responsible for payment of any assessments for deferred maintenance, reserves for replacement, for capital improvements, or other special assessments, except with respect to Living Units owned by it on which a completed residential



dwelling is located. Further, the Developer shall in no event be liable for any assessment levied in whole or in part to purchase any Living Unit from the Developer or to finance any litigation or other claim against the Developer, any cost of investigating and preparing such litigation or claim, or similar related costs. A "completed residential dwelling" shall mean a dwelling with respect to which a certificate of occupancy has been issued by the Township of Richfield.

Section 6. Statement as to Unpaid Assessments. The purchaser of any Living Unit may request a statement of the Neighborhood Association as to the amount of any unpaid assessments thereon, whether regular or special. Upon written request to the Neighborhood Association, accompanied by a copy of the executed purchase agreement pursuant to which the purchaser holds the right to acquire a Living Unit, the Neighborhood Association shall provide a written statement of such unpaid assessments as may exist or a statement that none exist, which statement shall be binding upon the Neighborhood Association for the period stated therein. Upon the payment of that sum within the period stated, the Neighborhood Association's lien for assessments as to such Living Unit shall be deemed satisfied; provided, however, that the failure of a purchaser to request such statement at least five (5) days prior to the closing of the purchase of such Living Unit shall render any unpaid assessments and the lien securing the same fully enforceable against such purchaser and the Living Unit itself.

Section 7. Lawsuit Defense Expenses. Any member bringing an unsuccessful lawsuit against the Neighborhood Association and/or the Board of Trustees for the administration of the affairs of the Neighborhood Association shall be chargeable for all expenses incurred by the Neighborhood Association. Such expenses may be collected by the Neighborhood Association in the same manner as an assessment.

ARTICLE III

HEARINGS

Section 1. Hearing Procedure.

(a) Enforcement. In the event of a violation by a member or any tenant or other occupant of a Living Unit of any of the provisions of these Regulations, the Board shall notify the member, and any such tenant or other occupant, of the violation, by written notice. If such violation is not cured as soon as is reasonably practical and in any event within seven (7) days after such written notice, or if the violation is not capable of being cured within such seven (7) day period, if the member or tenant or other occupant fails to commence and diligently proceed to completely cure such violation as soon as is reasonable practical within seven (7) days after written demand by the Neighborhood Association or such committee, or if any similar violation is thereafter repeated, the Board of Trustees may, at its option:

(i) Impose a fine against the member or tenant or other occupant as provided in Subsection (b) of this Section; and/or

(ii) Commence an action to enforce performance on the part of the member or tenant or other occupant, and to require the member to correct such failure or performance, or commence such other relief as



may be necessary under the circumstances, including injunctive relief; and/or

(iii) The Neighborhood Association may itself perform any act or work required to correct such failure and, either prior to or after doing so, may charge the member with all reasonable costs incurred or to be incurred by the Neighborhood Association in connection therewith, plus a service fee equal to fifteen percent (15%) of such costs. In connection with the foregoing, the Neighborhood Association may perform any maintenance or repairs required to be performed, may remove any change, alteration, addition or improvement which is unauthorized or not maintained in accordance with the policies and procedures of the Architectural Review Board of the Development, and may take any and all other action reasonably necessary to correct the applicable failure; and/or

(iv) Commence an action to recover damages or any other remedy available at law or in equity.

(b) Fines. Except in cases of fines imposed for non-payment of any assessments, the amount of any fine shall be a reasonable amount as determined by the Board of Trustees. Prior to imposing any fine, the member or tenant or other occupant shall be afforded an opportunity for a hearing after reasonable notice to the member or tenant or other occupant of not less than ten (10) days, which notice shall include (i) a statement of the date, time and place of the hearing, (ii) a statement of the provisions of these Declarations which have allegedly been violated, and (iii) a short and plain statement of the matters asserted by the Neighborhood Association. Prior to the effectiveness of any sanction hereunder, proof of notice and the invitation to be heard shall be placed in the minutes of the meeting. Such proof shall be deemed adequate if a copy of the notice, together with a statement of the date and manner of delivery is entered by the officer, Board member, or agent who delivered such notice. The notice requirement shall be deemed satisfied if the alleged violator appears at the hearing. The minutes of the hearing shall contain a written statement of the hearing and the sanction, if any, imposed. The member or tenant or other occupant shall have an opportunity to respond, to present evidence, and to provide written and oral arguments on all issues involved and shall have an opportunity at the hearing to review, challenge and respond to any material considered by the Neighborhood Association. At the hearing, the Board of Trustees shall conduct a reasonable inquiry to determine whether the alleged violation in fact occurred, and if the Board so determines, it may impose such fine as it deems appropriate by written notice to the member or tenant or other occupant. If the member or tenant or other occupant fails to attend the hearing as set by the Board of Trustees, the member or tenant or other occupant shall be deemed to have admitted the allegations contained in the notice to the member or tenant or other occupant. Any fine imposed by the Board of Trustees or committee shall be due and payable within ten (10) days after written notice of the imposition of the fine, or if a hearing is timely requested, within ten (10) days after written notice of the Board's decision at the hearing. Any fine levied against a member shall be deemed an assessment and if not paid when due, all of the provisions of these Declarations relating to the late payment of

assessments shall be applicable. If any fine is levied against a tenant and is not paid within ten (10) days after same is due, the Neighborhood Association shall have the right to evict the tenant as hereinafter provided.

(c) Negligence. A member shall be liable and may be charged by the Neighborhood Association for the expense of any maintenance, repair or replacement rendered necessary by his or her act, neglect or carelessness, but only to the extent that such expense is not met by the proceeds of insurance carried by the Neighborhood Association. Such liability shall include any increase in fire insurance rates occasioned by use, misuse, occupancy or abandonment of a Living Unit or its appurtenances or of the Common Areas.

(d) Responsibility of Members for Tenants. Each member shall be responsible for the acts and omissions, whether negligent or willful, of a tenant of the member and for all employees, agents and invitees of the member or any such tenant, and in the event the acts or omissions of any of the foregoing shall result in any damage to the common areas, or any liability to the Neighborhood Association, the member shall be charged for the same, limited where applicable to the extent that the expense or liability is not met by the proceeds of insurance carried by the Neighborhood Association.


(e) Appeal. Following a hearing before a committee of the Board of Trustees, the violator shall have the right to appeal the decision to the Board. To perfect this right, a written notice of appeal must be received by the President or Secretary of the Neighborhood Association within thirty (30) days after the date of receipt of the decision of the committee. No later than thirty (30) days after receipt of the notice of appeal, the Board of Trustees shall review the minutes of the hearing. The affirmative vote of two-thirds (2/3) of the members of the Board of Trustees shall be required to reverse or modify the decision of the committee.

(f) Additional Enforcement Rights. Notwithstanding anything to the contrary herein contained, the Board of Trustees may elect to enforce any provision of these Regulations by self-help (specifically including, but not limited to, the towing of vehicles that are in violation of parking rules and regulations) or by suit at law or in equity to enjoin any violation, or to recover monetary damages or both without the necessity of compliance with the procedure set forth above. In any such action, to the maximum extent permissible, the member or occupant responsible for the violation of which abatement is sought shall pay all costs, including reasonable attorney's fees, actually incurred by the Neighborhood Association in so acting to enforce such rights.

ARTICLE IV

FINANCE

Section 1. Records. The Neighborhood Association shall keep detailed books of account showing all expenditures and receipts of administration and which shall specify the maintenance and repair expenses of the Common Areas and any other expenses incurred by or on behalf of the Neighborhood Association and the members. Such accounts and all other



54907875
Pg: 79 of 102
07/15/2003 03:45P
EA 416.00
John A Donofrio, Summit Fiscal Officer

Association records shall be open for inspection by the members and their mortgages during reasonable working hours. The Neighborhood Association shall prepare and distribute to each member at least once a year a financial statement, the contents of which shall be defined by the Neighborhood Association.

Section 2. Fiscal Year. The fiscal year of the Neighborhood Association shall be an annual period commencing on such date as may be initially determined by the Board of Trustees. The commencement date of the fiscal year shall be subject to change by the Trustees for accounting reasons or other good cause.

Section 3. Bank. Funds of the Neighborhood Association shall be initially deposited in such bank or savings association as may be designated by the Trustees and shall be withdrawn only upon the check or order of such officers, employees or agents as are designated by resolution of the Board of Trustees from time to time. The funds may be invested from time to time in accounts or deposit certificates of such bank or savings association as are insured by the Federal Deposit Insurance Corporation or the Federal Savings and Loan Insurance Corporation and may also be invested in interest-bearing obligations of the United States Government.

ARTICLE V

MEETINGS OF MEMBERS

Section 1. Annual Meetings. Annual meetings of members of the Neighborhood Association shall be held on such date and at such time and place as shall be determined by the Board of Trustees. At such meetings there shall be elected by ballot of the members a Board of Trustees in accordance with the requirements of Article IX of these Regulations. The members may also transact at annual meetings such other business of the Neighborhood Association as may properly come before them.

Section 2. Special Meetings. It shall be the duty of the President to call a special meeting of the members as directed by resolution of the Board of Trustees or upon a petition, signed by one-third (1/3) of the members, presented to the Secretary of the Neighborhood Association. Notice of any special meeting shall state the time and place of such meeting and the purpose thereof. No business shall be transacted at a special meeting except as stated in the notice.

Section 3. Notice of Meetings. It shall be the duty of the Secretary (or other Association officer in the Secretary's absence) to serve a notice of each annual or special meeting, stating the purposes thereof as well as the time and place where it is to be held, upon each member of record at least seven (7) days but not more than sixty (60) days prior to such meetings. The mailing, postage prepaid, of a notice to the representative of each member at the address shown in the notice, required to be filed with the Neighborhood Association by Article VIII, Section 3 of these Regulations, shall be deemed notice served. Any member may, by written waiver of notice signed by such member, waive such notice, and such waiver, when filed in the records of the Neighborhood Association, shall be deemed due notice.

Section 4. Adjournment. If any meeting of members cannot be held because a quorum is not in attendance, the members who are present may adjourn the meeting to a time not



less than forty eight (48) hours from the time the original meeting was called.

Section 5. Order of Business. The order of business at all meetings of the members shall be as follows: (a) roll call to determine the voting power represented at the meeting; (b) proof of notice of meeting or waiver of notice; (c) reading of minutes of the preceding meeting; (d) reports of officers; (e) reports of committees; (f) appointment of inspectors of election (at annual meetings or special meetings held for the purpose of electing Trustee or officers); (g) election of Trustees (at annual meeting or special meetings held for such purpose); (h) unfinished business; and (i) new business. Meetings of members shall be chaired by the most senior officer of the Neighborhood Association present at such meeting. For purposes of this Section, the order of seniority of officers shall be President, Secretary, and Treasurer. Any action required by law to be taken or which may be taken, at a meeting of the members, may be taken without a meeting if a consent in writing setting forth the action so taken shall be signed by all of the members entitled to vote with respect to the subject matter thereof, and such consent shall have the same force and effect as a unanimous vote of the members.

ARTICLE VI

VOTING

Section 1. Vote. Except as limited in these Regulations, each member, other than the Developer, shall be entitled to one vote for each Living Unit in the Development owned by the member but in no event shall a Living Unit owned by more than one member be entitled to more than one vote. Fractional voting shall not be permitted. The Developer shall be entitled to three votes for each Living Unit or Vacant Single Family Lot (whether in an area designated for cluster unit development or otherwise) owned by the Developer.

Section 2. Eligibility to Vote. No owner of a Living Unit, other than the Developer, shall be entitled to vote at any meeting of the Neighborhood Association until such owner has presented evidence of ownership of a Living Unit in the Development to the Neighborhood Association, such as a copy of a recorded deed or a signed land contract. A land contract vendee shall be considered the owner for voting purposes. The vote of each owner may be cast only by the individual representative designated by such owner in the notice required in Section 3 of this Article VIII or by a proxy given by such individual representative.

Section 3. Designation of Voting Representative. Each member shall file a written notice with the Neighborhood Association designating the individual representative who shall vote at meetings of the Neighborhood Association and receive all notices and other communications from the Neighborhood Association on behalf of such member. Such notice shall state the name and address of the individual representative designated, the number or numbers of the Living Unit or Units in the Development owned by the member, and the name and address of each person, firm, corporation, partnership, association, trust, or other entity who is the owner. Such notice shall be signed and dated by the member. The individual representative designated may be changed by the member at any time by filing a new notice in the manner herein provided.

Section 4. Quorum. Except as otherwise provided herein, the presence in person or by proxy of members holding at least one-third (1/3) of the voting power of the Neighborhood

Association shall constitute a quorum at all meetings of the Neighborhood Association. The written vote of any person furnished at, or prior to any duly called meeting at which meeting said person is not otherwise present in person or by proxy, shall be counted in determining the presence of a quorum with respect to the question upon which the vote is cast.

Section 5. Voting. Votes may be cast only in person or by a writing duly signed by the designated voting representative not present at a given meeting in person or by proxy. Proxies and any written votes must be filed with the Secretary of the Neighborhood Association at or before the appointed time of each meeting of the members of the Neighborhood Association.

Section 6. Written Consent. Any action required by law to be taken or which may be taken, at a meeting of the members, may be taken without a meeting if a consent in writing setting forth the action so taken shall be signed by all of the members entitled to vote with respect to the subject matter thereof, and such consent shall have the same force and effect as a unanimous vote of the members.

ARTICLE VII

BOARD OF TRUSTEES

Section 1. Qualification of Trustees. The affairs of the Neighborhood Association shall be governed by the Board of Trustees. Trustees must be members of the Neighborhood Association or officers, partners, trustees, employees, or agents of members of the Neighborhood Association. Trustees shall serve without compensation.

Section 2. Number of Trustees. The number of Trustees of the Neighborhood Association shall be not less than three (3) nor more than seven (7). The initial Board of Trustees shall consist of three (3) members as identified in the Articles of Incorporation of the Neighborhood Association.

Section 3. Election of Trustees. At any election of Trustees, the candidates receiving the largest number of votes shall be elected. Such election shall be by written secret ballot whenever requested by a member of the Neighborhood Association. If no such request is made, the election may be conducted in any manner approved at such meeting. The Trustees shall be elected for two year terms and shall continue in office until their respective successors have been elected by the Neighborhood Association. A Trustee may be elected to serve any number of consecutive terms.

Section 4. Powers and Duties. The Board of Trustees shall have the powers and duties necessary for the administration of the affairs of the Neighborhood Association. The Trustees may make and enforce reasonable rules and regulations governing the Common Areas. Sanctions may include reasonable monetary fines and suspension of the right to vote. The Board of Trustees shall, in addition, have the power to seek relief in any court for violations or to abate nuisances. A member shall be subject to the foregoing sanctions in the event of a violation by such member, or the family, guests, or tenants of such member. Furthermore, the Board of Trustees may, by contract or other agreement, enforce Township ordinances or permit the Township or other governmental authority having jurisdiction to enforce ordinances on the

54907875
Pg: 82 of 102
07/15/2003 03:45P
EA 416.00
John A Donofrio, Summit Fiscal Officer

development for the benefit of the Neighborhood Association and its members.

Section 5. Other Duties. In addition to the foregoing and the other powers, authority and responsibility provided for in these Regulations, the Board of Trustees shall be responsible specifically for the following:

- (a) Maintaining insurance and collecting and allocating the proceeds thereof.
- (b) Engaging employees and agents, including without limitations, security personnel, attorneys, accountants, consultants, maintenance firms and contractors.
- (c) Delegating all or any portion of its authority and responsibilities to a manager, managing agent, or management company. Such delegations may be evidenced by a management contract which shall provide for the duties to be performed by the managing agent and for the payment to the managing agent of a reasonable compensation. Upon the expiration of each management agreement, the Neighborhood Association may renew said management agreement or enter into a different agreement with the same or a different managing agent, provided that no management agreement or renewal thereof shall be for a period longer than three (3) years, and provided further, that the Board of Trustees may designate a different managing agent with whom the Neighborhood Association shall enter into an agreement after the end of the then existing management agreement.
- (d) Continuously attempting to upgrade the Common Areas for the good and welfare of the members of the Neighborhood Association. In so doing, the Board of Trustees is authorized to expend reasonable sums of money for such purpose and intent, subject to the provision of the Declaration and these Regulations and reasonable monetary considerations.
- (e) Filing all claims arising under insurance written in the name of the Neighborhood Association and obtaining reliable and detailed estimates of the cost of repair or reconstruction of damage or destruction to property covered by such insurance.
- (f) Repairing or reconstructing any damaged or destroyed property to substantially the same condition in which it existed prior to the damage or destruction, unless at least seventy-five percent (75%) of the members shall decide within sixty (60) days after the casualty not to repair or reconstruct. If for any reason, either the amount of the insurance proceeds to be paid as a result of such damage or destruction, or reliable and detailed estimates of the cost of repair or reconstruction, or both, are not made available to the Neighborhood Association within said period, then the period shall be extended until such information shall be made available; provided, however, such extension shall not exceed sixty (60) days. No mortgagee shall have the right to participate in the determination of whether the Common Areas so damaged or destroyed shall be repaired or reconstructed. Notwithstanding the foregoing, damage or destruction to any utility, including any sewage lift station, or other utility serving the Development shall, in any event, be repaired and/or reconstructed by the Neighborhood Association. In the event that it should be determined by the Neighborhood Association that the damage or destruction of the Common Areas shall not be repaired or reconstructed and