

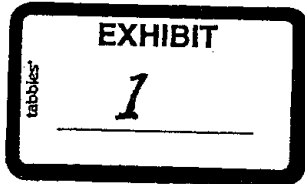
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ORDER NO: 23437601

RESTATED AND AMENDED
DECLARATION OF COVENANTS, CONDITIONS
EASEMENTS AND RESTRICTIONS
OF GLENCAIRN FOREST

TRANSFER NOT NECESSARY
John A. Donofrio, Fiscal Officer
7-15-03



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John A Donofrio, Summit Fiscal Officer

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Restated and Amended
Declaration of Covenants, Conditions,
Easements and Restrictions
of Glencairn Forest

This Restated and Amended Declaration restates and amends in its entirety the Declaration of Covenants, Conditions, Easements and Restrictions of Glencairn Forest made as of the 10th day of May, 1994 (the "Declaration") by Glencairn Corporation, an Ohio corporation ("Declarant"), as amended by the First Amendment thereto, which was filed for record on December 29, 1999, being recorded in OR 2080-2034, Pages 2033-2073 of the Summit County Records, the Second Amendment thereto, which was filed for record on December 12, 2000, being recorded in file 54493567 of the Summit County Records, the Third Amendment thereto, which was filed for record on June 27, 2002, being recorded in file 54718714 of the Summit County Records, and the Fourth Amendment thereto, which was filed for record on December 18, 2002, being recorded in file OR 1685-351 of the Summit County Records.

WHEREAS, Declarant is the developer and/or owner the rest of the real property known as Glencairn Forest, located in the Township of Richfield, Summit County, Ohio, legally described in Exhibit "A" attached hereto (the "Property"), and desires to create thereon a planned residential development in accordance with the Planned Residential Development District requirements of the Planning & Zoning Code of the Township of Richfield, Ohio.

WHEREAS, Glencairn, L.L.C., an Ohio limited liability company, and Richfield Construction Management Corporation own portions of the Property which are designated as Neighborhoods, and for such purpose, are treated as being collectively defined with Glencairn Corporation as Declarant hereunder.

WHEREAS, Declarant desires to provide for: (a) the orderly developments of the Property; (b) the establishment and maintenance of architectural and design controls and standards; (c) the preservation of Open Space (hereafter defined); (d) the use and maintenance of the Common Areas (hereafter defined); (e) the compliance with the Planning and Zoning Code of the Township of Richfield, Ohio; and (f) the protection of values within the Property. The foregoing is being provided so that the residents of the Property may enjoy a fine environment for themselves and their families.

WHEREAS, an association will be required to regulate, administer and govern the Property for the fulfillment of the foregoing purposes with the power to levy and collect assessments from Owners (hereafter defined) within the Property and to pay the cost and expense of operating, maintaining, repairing and replacing the Common Areas. Declarant has assigned such functions to Glencairn Forest Homeowners' Association, Inc., a not-for-profit corporation, that Declarant has caused to be created under the laws of the State of Ohio (the "Association").

NOW, THEREFORE, Glencairn Corporation, Glencairn, L.L.C. and Richfield Construction Management Corporation declare the Property and any other property as may by



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Subsequent Amendment (hereafter defined) be added to and subjected to this Restated and Amended Declaration, and shall be owned, held, transferred, sold, conveyed, used and occupied subject to the covenants, conditions, restrictions, easements, assessments, charges and liens' (collectively, the "Covenants' and Restrictions") provided in this Declaration, and as referenced in the Site Plan, which covenants and Restrictions shall run with the land and shall be binding on and inure to the benefit of all Persons (hereafter defined) having any right, title or interest in or to any part of the Property, or any other property as may by Subsequent Amendment be added to and subjected to this Declaration, and their respective heirs, personal representatives, successors and assigns.

ARTICLE I

PROPERTY SUBJECT TO THIS DECLARATION

1. The Property which is and shall be owned, held, transferred, sold, used and occupied subject to this Declaration is the real property described in Exhibits "A", "B", "C" and "D" which are attached to and made a part of this Declaration.

1.2 Declarant reserves the right from time to time to add additional property to the Property and to subject the same to the provisions of this Declaration. To add any additional property, Declarant shall execute and record a Subsequent Amendment to this Declaration which shall expressly provide that the land described therein shall become a part of the Property and shall be subject to the Covenants and Restrictions set forth in this Declaration, except as the same may be modified by the Subsequent Amendment.

1.3 Declarant reserves the right from time to time to delete lands from the Property provided the lands so deleted are not designated as Common Areas or Open Space and thereby to free such lands from the provisions of this Declaration. To delete such lands, Declarant shall execute and record a Subsequent Amendment to this Declaration which expressly provides that the land described therein shall no longer be a part of the Property and shall no longer be subject to the Covenants and Restrictions set forth in this Declaration.

ARTICLE II

DEFINITIONS

2.1 As used in this Declaration, the following terms shall have the following respective meanings:

- (a) "ARCHITECTURAL REVIEW BOARD": The board created by this Declaration and granted original jurisdiction to review and approve or disapprove all exterior and structural improvements, additions and changes

within the Property.

- (b) "ARTICLES" or "ARTICLES OF INCORPORATION": The Articles of Incorporation of the Association which are filed with the Secretary of State of Ohio to create the Association.
- (c) "ASSESSMENTS": The assessments levied against all Owners of Living Units and Vacant Single Family Lot Owners to fund Common Expenses.
- (d) "ASSOCIATION": Glencairn Forest Homeowners' Association, Inc., a non-profit Ohio corporation, its successors and assigns, created to govern, operate, control and administer the Common Areas and to supervise and enforce this Declaration.
- (e) "ASSOCIATION ROAD": Any street or other thoroughfare which is at any time constructed on the Property, including any curbs, gutters or sidewalks within the right of way of any such street or other thoroughfare. An Association Road may be titled in the name of the Association, or may be titled in the name of an Owner, or otherwise titled, so long as it is dedicated as an Association Road.
- (f) "BOARD": The Board of Trustees of the Association, sometimes also referred to herein as the "Trustees".
- (g) "CODE": The Code of Regulations of the Association.
- (h) "COMMON AREAS": All real and personal property now or hereinafter owned by the Association or otherwise held for the common use and enjoyment of the Owners or Occupants. Common Areas shall include (1) the entrances to the Property situated off existing and future public streets that abut the Property ("Entrances"), together with landscaping, sprinklers (if any) and other improvements at the Entrances; (ii) any security facilities, including security gates, gatehouses, security guards, walls and fences; (iii) Association Roads and signs, street lights (if any) and walks or pathways (if any); (iv) lakes, ponds, waterfalls, creeks and storm drainage that generally serves the Property; (v) any sewage lift stations and/or water plants not owned and/or operated by the Cuyahoga County Sanitary Engineer and/or the Village of Richfield or other governmental authority or public utility; (vi) tennis courts, picnic pavilions, and walking trails; (vii) real and personal property owned by the Association; (viii) real and personal property not owned by the Association but determined by the Board to be the responsibility of the Association; (ix) together with those areas, if any, which by contract with any Neighborhood (hereafter defined), with any commercial

establishment or association, or with any local governmental authority may become the responsibility of the Association; and, (x) any public rights-of-way within or adjacent to the Property which may be part of the Common Areas. Any Owner may delegate, in accordance with the Code and subject to such reasonable rules, regulations, and limitations as may be adopted in accordance therewith, his or her right of enjoyment to the Common Areas and facilities to the members of his or her family, tenants, and social invitees and shall be deemed to have made a delegation of all such rights to the Occupants of any leased Living Unit (hereafter defined). The term, Common Areas does not mean or imply that the public at large acquires any easement of use or enjoyment therein.

- (i) "COMMON EXPENSES": The actual and estimated expenses of operating the Association, both for general or special purposes, including reasonable reserves, all as may be found to be necessary and appropriate by the Board pursuant to this Declaration, the Code, and the Articles of Incorporation of the Association.
- (j) "COMMUNITY-WIDE STANDARD": The standard conduct, maintenance, or other activity generally prevailing within the Property. Such standard may be more specifically determined and set forth by the Architectural Review Board and the Board.
- (l) "DECLARANT": Glencairn Corporation, an Ohio corporation, and the specifically designated successors or assigns of any of its rights as Declarant under this Declaration or under any supplement to this Declaration involving the Property as the same may be expanded or contracted from time to time. No person, real or corporate, shall be deemed to be a successor, alternate or additional Declarant for the purposes of this Declaration unless and until such person or entity has been specifically so designated by Declarant herein, by instrument in writing and placed of record, and shall be deemed a successor and assign of Declarant only to the particular rights and interests of Declarant under this Declaration or under a supplement to this Declaration. Declarant is also sometimes referred to herein as the "Original Declarant".
- (m) "DEVELOPER": A Person acquiring title to a portion or all of the Property for the sole purpose of engaging in the business of improving the Property with Living Units for sale or rental and designated a Developer by Declarant.
- (n) "ELIGIBLE MORTGAGE HOLDERS": Eligible Mortgage Holders shall mean banks, savings and loan associations, insurance companies and other



institutional lenders, holders, insurers or guarantors of first mortgages on the Property or portions thereof.

- (o) "EXCLUSIVE COMMON AREAS": Exclusive Common Areas shall mean and refer to certain portions of the Common Areas which are for the exclusive use and benefit of one or more, but less than all, "Neighborhoods", as defined herein. All costs associated with maintenance, repair, replacement and insurance of Exclusive Common Areas shall be assessed against the Owners of Living Units in only those Neighborhoods which are benefitted thereby as a Neighborhood Assessment, as defined herein. By way of illustration and not by way of limitation, Exclusive Common Areas may include driveways serving cluster homes, lakes, ponds, or recreational facilities intended for the exclusive use of Owners within a particular Neighborhood or Neighborhoods and supported exclusively by Neighborhood Assessments. Initially, any exclusive Common Areas shall be designated as such and the exclusive use thereof shall be assigned in a Subsequent Amendment or in a deed conveying the Common Area to the Association. A portion of the Common Areas may be assigned as Exclusive Common Areas of a particular Neighborhood or Neighborhoods and Exclusive Common Areas may be reassigned upon the affirmative vote of Members entitled to exercise at least a majority of the voting rights of the Association, together with a majority of the votes within the Neighborhood(s) to which they are assigned.
- (p) "GLENCAIRN FOREST": A Planned Residential Development District under the Planning and Zoning Code of the Township of Richfield consisting of the Property.
- (q) "LIVING UNIT LOT": A platted single-family subplot upon which a Living Unit has been constructed.
- (r) "LIVING UNITS": All units of residential housing (attached, detached or multistory) to be situated on the Property, permitted to be constructed or created upon the Property under any applicable zoning code that now exists or that may hereafter be amended or created. Without limiting the generality of the foregoing, Living Unit shall mean a portion of the Property intended for any type of independent ownership for use and occupancy as a single family residence and shall, unless otherwise specified, include within its meaning (by way of illustration, but not by way of limitation) condominium units, apartment units, patio or zero lot line homes, and single family houses on separately platted lots, as may be developed, used and defined as herein provided or as provided in any Subsequent Amendments; provided, further, the term shall also include all portions of the lot owned as a part of any

structure thereon; and provided, further, each apartment unit within an apartment building located on the Property shall be a Living Unit, but the apartment building itself shall not be or constitute a Living Unit. For the purposes of this Declaration, a Living Unit shall come into existence when the improvements constructed thereon are sufficiently complete to reasonably permit the habitation thereof, whether or not a certificate of occupancy has been issued by the Township for the Living Unit. In addition to the foregoing, a Living Unit within a cluster, patio or zero lot line homes area designated by the Site Plan and the Plat may contain a party wall. The term "Party Wall" shall include each and every wall shared by adjoining and contiguous Living Units located within a cluster, patio or zero lot line homes area as may be designated by the Site Plan or the Plat.

- (s) "MEMBER": A person or entity entitled to membership in the Association, as provided herein.
- (t) "NEIGHBORHOOD": Neighborhood shall mean and refer to each separately developed and denominated residential area comprised of one or more housing types subject to this Declaration, whether or not governed by an additional owners' association, in which owners may have common interests other than those common to all Association Members, such as a common theme, entry feature, development name, and/or common areas and facilities which are not available for use by all Association Members. For example, and by way of illustration and not by way of limitation, each condominium, apartment development, patio or zero lot line development, cluster home development, and single-family detached housing development may constitute a separate Neighborhood. In addition, each parcel of land intended for development as any of the above may constitute a Neighborhood, subject to division into more than one Neighborhood upon development. Neighborhoods may be divided or combined in accordance with Section 5.5 of this Declaration.
- (u) "NEIGHBORHOOD ASSESSMENTS": Neighborhood Assessments shall mean assessments levied against the Living Units in a particular Neighborhood or Neighborhoods to fund Neighborhood Expenses.
- (v) "NEIGHBORHOOD EXPENSES": Neighborhood Expenses shall mean and include the actual and estimated expenses incurred by the Association for the benefit of Owners of Living Units within a particular Neighborhood, which may include a reasonable reserve for capital repairs and replacements, all as may be specifically authorized from time to time by the Board and as more particularly authorized herein.

- (w) "OCCUPANT": A person in possession of a Living Unit including, without limitation, an Owner or any guest, invitee, lessee, tenant, or family member of an Owner occupying or otherwise using a Living Unit.
- (x) "OPEN SPACES": Land that is assigned as private open space use, including "common land" and "open spaces" required by the Township of Richfield Planning and Zoning Code.
- (y) "ORIGINAL DECLARANT": Glencairn Corporation, an Ohio corporation, as more fully described in paragraph (1) hereof.
- (z) "OWNER": The record Owner of fee simple title, including Declarant and a Developer (except as otherwise provided herein) with respect to any unsold Living Unit, but Owner shall exclude in all cases any party holding an interest merely as security for the performance of an obligation. If a Living Unit is sold under a land installment contract, the purchaser (Vendee, rather than the fee Owner) will be considered to be the Owner. For the purpose of this Declaration, the Owner of Living Units that are rented to others shall be as follows: for the purpose of votes and Assessments, the record Owner of the Living Unit; and for the purpose of use and enjoyment of common facilities and amenities which are part of the Common Areas, the Tenant residing in the Living Unit. Every Owner shall be treated for all purposes as a single Owner for each Living Unit held irrespective of whether such ownership is joint or in common. Where such ownership is joint or in common, the majority vote of such Owners shall be necessary to cast any vote to which such Owners are entitled.
- (aa) "OWNERSHIP INTEREST": The entire right, title and interest of any Owner in all of the freehold and leasehold estates of such Owner in his or her Living Unit.
- (bb) "PERSON": A natural individual, corporation, partnership, limited partnership, trust or other entity to which the law attributes the capacity of having rights and duties.
- (cc) "PROPERTY": The land described in Exhibit "A", "B", "C" and "D" as the same may from time to time be amended.
- (dd) "RULES": Rules and regulations that govern the operation and use of the Living Units and the Common Areas and any other property owned by the Association, as such rules and regulations may be adopted from time to time by the Board or the Architectural Review Board to implement and carry out the provisions and intent of this Declaration.



- (ee) "SITE PLAN": The preliminary site plan of the Property and adjacent lands which currently shows a total of 372 Living Units, as the same may be supplemented, modified and amended from time to time.
- (ff) "SUBSEQUENT AMENDMENT": An amendment to this Declaration which adds additional property to, or deletes property from the Property. In addition thereto, a Subsequent Amendment may, but is not required to: (i) impose, expressly or by reference, additional restrictions and obligations on the land submitted by such Subsequent Amendment to the provisions of this Declaration; and/or (ii) create a Neighborhood and provide for Voting Member(s) for such Neighborhood; and/or (iii) otherwise amend this Declaration and/or the Code.
- (gg) "SUBSIDY PERIOD": The Subsidy Period for Assessments attributable to the Common Areas shall be for a period beginning as of the date of this Declaration and ending January 1, 1997 or when there are seventy (70) Living Units, whichever shall first occur.
- (hh) "TENANT": Any person(s) having a possessory leasehold estate in a Living Unit, other than an Owner.
- (ii) "TOWNSHIP": The Township of Richfield, Ohio.
- (jj) "VACANT SINGLE FAMILY LOT": Vacant Single Family Lot shall mean, at any given time, any portion of the Property: (i) for which a plat has been recorded designating such portion of the Property as a lot upon which only one single family residence (whether a cluster unit or otherwise) may be constructed; and (ii) upon which no Living Unit is situated.
- (kk) "VACANT SINGLE FAMILY LOT OWNER": Vacant Single Family Lot Owner shall mean the record titleholder (other than Declarant), whether one or more persons or entities of the fee simple title to any Vacant Single Family Lot. The term "Vacant Single Family Lot Owner" shall not mean or refer to any mortgagee of any Vacant Single Family Lot unless and until such mortgagee has acquired title to such Vacant Single Family Lot pursuant to foreclosure or any proceeding in lieu of foreclosure.

ARTICLE III

EASEMENTS AND RESERVATIONS

3.1 There is hereby reserved in favor of Declarant and granted to the Association and each Developer, their successors and assigns, an easement upon, across, over, through and under



the Property for ingress, egress, installation, replacement, repair and maintenance of all utilities and service lines and systems including, but not limited to, water, sewer, energy, drainage, gas, telephone, electricity, television, cable and communication lines and systems. By virtue of this easement, it shall be expressly permissible for Declarant and the Association and their successors and assigns, or the providing utility or service company, to install and maintain facilities and equipment on the Property provided that such facilities shall not materially impair or interfere with any Living Units and provided further that any areas disturbed by such installation and maintenance are restored to substantially the condition in which they were found. Notwithstanding anything to the contrary contained in this Section, no sewers, electrical lines, water lines, or other utility service lines or facilities for such utilities may be installed or located except as approved by the Architectural Review Board or unless the same are shown on a recorded plat. There is hereby reserved in favor of Declarant and the Association the right (but not the obligation) to grant neighboring property owners easements for utility purposes so long as the granting of such easements does not overburden the utilities serving the Property.

3.2 There is hereby created an easement upon, across, over and through the Association Roads and any designated sidewalks, walkways, bike paths, all-purpose trails and parking areas in favor of Declarant and the Association, all Owners, Occupants, and their respective guests, licensees and invitees for pedestrian and vehicular ingress and egress, as the case may be, to and from all of the various portions of the Property. Notwithstanding the foregoing, Declarant and/or the Association may limit this right of ingress and egress by a Subsequent Amendment. There is reserved unto the Association, and its respective successors and assigns, the right and privilege to maintain guarded or electronically-monitored gates controlling vehicular access to and from the Property.

3.3 Declarant, all Owners, Occupants, and the guests of such parties shall have the right to enter upon, use and enjoy the Common Areas for their intended purposes in accordance with this Declaration and the applicable Rules.

3.4 Easements are hereby created upon portions of the Common Areas necessary in connection with the construction, alteration, rebuilding, restoration, maintenance and repair of any Living Unit or other structures and improvements within the Property or serving the Property; provided, however, that in the exercise of any rights under this easement, there shall be no unreasonable interference with the use of any Living Unit or other structure or improvement on the Property. Any Person benefitting from the foregoing easement shall indemnify and save harmless Declarant, the Association and each Owner and Occupant from and against any and all losses, damages, liabilities, claims and expenses, including reasonable attorneys' fees, resulting from any such construction, rebuilding, alteration, restoration, or maintenance and shall repair any damage caused in connection with such activities to substantially the condition that existed prior to such activities.

3.5 Fire, police, health, sanitation, medical, ambulance, school buses, utility company and other public or quasi-public emergency and service personnel and their vehicles shall

have an easement for ingress and egress over and across the Association Roads and any other roads or drives within the Property for the performance of their respective duties. The Township or other governmental authority having jurisdiction shall have an easement for ingress and egress over and across and upon the Common Areas of the Property to repair and maintain all storm, drainage, ditches, structures and appurtenances, including, without limitation, the lake(s), waterfalls, streams and wetlands within the Property, for the purpose of relieving any flooding or threatened flooding condition which might be harmful to the Property and to other property within the Township.

3.6 The right is hereby reserved by Declarant to grant cross-easements for: (a) the creation and/or preservation of lakes and ponds which may lie in part on any Living Unit Lot and part on the Common Areas; and (b) for any utilities or other facilities that will serve both the Common Areas and the Living Unit Lots.

3.7 Easements are created over the Common Areas to install, maintain, repair, replace and illuminate signs and lighting fixtures that are for the general benefit of the Property or for the identification of the Association Roads and the Neighborhoods. The type, size and location of the signs and lighting fixtures shall be subject to the approval of the Architectural Review Board.

3.8 Notwithstanding any provisions contained in this Declaration to the contrary, so long as construction and sale of Living Units shall continue, it shall be expressly permissible for Declarant and/or a Developer authorized in writing by Declarant, to maintain and carry on upon portions of the Common Areas such facilities and activities as, in the sole opinion of Declarant and/or such Developer, may be reasonably required, convenient or incidental to the construction or sale of Living Units, including, but not limited to, administrative/customer services, construction offices/trailers, parking signs, identification signs, model units, and sales and resales offices, and Declarant, its guests, licensees and invitees shall have an easement for access to all such facilities. The right to maintain and carry on such facilities and activities shall specifically include the right to use Living Units owned by Declarant and/or such Developer as models and sales offices. Declarant further reserves the right for itself and its successors, assigns, contractors, material suppliers and others performing work and furnishing materials to construct Living Units and other improvements upon the Property to conduct business and carry on construction/site development activities during business hours that are customary within the Greater Cleveland and Akron area. This Section may not be amended or modified without the express written consent of Declarant.

3.9 There is hereby reserved for the benefit of the Association, and its agents, employees, successors, and assigns, an alienable, transferable and perpetual right and easement to enter upon any Vacant Single Family Lot and upon the unimproved portions of Living Unit Lots for the purpose of mowing, removing, clearing, cutting or pruning underbrush, weeds, stumps, or other unsightly growth and removing trash and debris in order to maintain reasonable standards of health, fire safety and appearance within the Property, provided that such easements shall not impose any duty or obligation upon Declarant or the Association to perform any such actions; and provided



further, that in the exercise of its rights hereunder, the Association shall be entitled to be reimbursed by such Owner pursuant to Article VII hereof.

3.10 There is hereby reserved for the benefit of Declarant, the Association, and their respective agents, employees, successors and assigns, an alienable, transferrable, and perpetual right and easement on, over, and across all Vacant Single Family Lots and all unbuilt portions of Living Unit Lots for the purpose of taking any action necessary to effect compliance with environmental rules, regulations, and procedures from time to time promulgated or instituted by the Board, the Architectural Review Board, or by any Governmental entity, such easement to include, without limitation, the right to implement erosion control procedures and practices, the right to drain standing water, the right to dispense pesticides and the right to maintain designated "wetland" areas.

3.11 As the improvements to be located within the Property for the easement rights granted or reserved under Sections 3.1, 3.2 and 3.6 are definable within specific areas, Declarant or the Association (with Declarant's prior written consent so long as Declarant has a majority interest in the Property) shall have the right, but not the obligation, to: (i) limit such easements to specific areas and purposes, and record a document or documents releasing the balance of the lands from the burden of such easements; and/or (ii) record a plat or other document or documents setting forth the specific areas subjected to such easements; and/or (iii) dedicate to public or private use specific areas (and the improvements contained therein) within the Property to meet the requirements of the Township and other public authorities having jurisdiction over the same. Declarant or the Association may exercise any of such rights without the necessity of obtaining the consent or approval of Owners and other Persons for whose benefit the easement rights are granted or reserved.

3.12 All easements and rights described herein are easements appurtenant to the Property (including the Living Units) and the Common Areas, shall run with said lands, and perpetually and at all times shall inure to the benefit of and be binding upon Declarant, its successors and assigns, and any Owner, Tenant, Occupant, purchaser, mortgagee or other Person having an interest in the Property, or any part or portion thereof. Reference to the easements and rights described in any part of this Declaration, in any deed of conveyance, lease, mortgage, trust deed, declaration for another type of residential association, or other evidence of obligation shall be sufficient to grant such easements and rights to the respective grantees, lessees, mortgagees or trustees of such property, or any portion thereof, and to reserve to the grantor or lessor therein, their successors and assigns, as easements appurtenant to the remainder of such properties, easements created by this Declaration for the benefit of any Owner, Tenant, Occupant, purchaser, mortgagee or other Person in respect to any portion of the Property as fully and completely as though such easements and rights were recited fully as set forth in their entirety in such document.

ARTICLE IV

COMMON AREAS-OWNERSHIP AND OPERATION

4.1 Declarant shall convey the Common Areas to the Association; provided,



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however, that Declarant may convey private roads located within a Neighborhood to the applicable Neighborhood Association. Any such conveyance shall have priority over all liens and encumbrances whatsoever except the easements, covenants, restrictions and provisions of this Declaration; easements, covenants, restrictions, conditions and other similar matters of record; real estate taxes and assessments which are a lien, but are not due and payable at the time of said conveyance; and zoning and other ordinances, if any. Declarant shall cause such Common Areas to be released from any mortgage encumbering the same or shall cause the mortgagee of such areas to subordinate its mortgage on such areas in favor of this Declaration. The Association shall hold title to said parcels subject to the provisions of this Declaration.

4.2 Any Owner may delegate, in accordance with the Code and subject, to reasonable rules, regulations and limitations as may be adopted in accordance therewith, his or her right of enjoyment to the Common Areas to the members of his or her family, Tenants, and social invitees and shall be deemed to have made a delegation of all such rights to the Occupants or Tenants of any leased Living Unit.

ARTICLE V

THE ASSOCIATION

5.1 The Association is and shall remain a not-for-profit, corporation organized and existing under the laws of the State of Ohio, and charged with the duties and vested with the powers prescribed by law, and set forth herein, the Articles, and the Code, as such may be amended from time to time, providing no other documents shall for any reason be changed or interpreted so as to be inconsistent with these Restrictions.

5.2 Every Owner of a Living Unit shall be a member ("Member") of the Association. Membership shall be appurtenant to and may not be separated from ownership of any lot. Transfer of a lot shall automatically transfer membership to the transferee.

5.3 Members shall have all such rights and be burdened with such obligations as are set forth in these Restrictions, the Articles, and the Code.

5.4 Declarant shall be entitled to (3) votes for each Living Unit or Vacant Single Family Lot owned, whether in areas designated for cluster unit development or otherwise. Members shall be entitled to one (1) vote for each Living Unit and Vacant Single Family Lots owned.

5.5

(a) Living Units and Vacant Single Family Lots may be located within a Neighborhood designated by Declarant or the Board in a Subsequent Amendment. No other Person shall have the right to designate a Neighborhood. The Living Units and Vacant Single Family Lots within a