

**DECLARATION OF COVENANTS, CONDITIONS, RESTRIC
EASEMENTS FOR MAYPINE FARM ESTATE SUBDIV
CITY OF HIGHLAND HEIGHTS, OHIO**

200403301462

THIS DECLARATION OF COVENANTS, CONDITIONS, RESTRICTIONS, AND EASEMENTS (the "Declaration") is made this 7th day of November, 2003 by WHITE ROAD DEVELOPMENT, INC., an Ohio corporation (the "Developer") having its principal place of business at 23360 Chagrin Boulevard, Suite #208, Cleveland, Ohio 44122.

WITNESSETH:

WHEREAS, Developer is the owner in fee simple of certain real property described in Exhibit A, attached hereto and made a part hereof, located in the City of Highland Heights, County of Cuyahoga, and the State of Ohio, and known as being Sublots 1 through 54 inclusive in the Maypine Farm Estate Subdivision (as defined below), as further described by the Subdivision Plat (the "Subdivision Plat") recorded in Volume 328, Page 2-7, of the Cuyahoga County, Ohio Map Records and Volume ____, Page ____, of the Lake County, Ohio Map Records (Sublots 1 through 54 inclusive or any part of such Sublots are hereinafter referred to as "Sublots"); and

WHEREAS, Developer intends to develop the Subdivision and sell the Sublots and contemplates that the purchasers of the Sublots (collectively, the "Owners" and each an "Owner") will construct dwelling houses and other improvements upon the Sublots; and

WHEREAS, through this Declaration, Developer desires to impose certain covenants, conditions and restrictions on the Sublots which shall be binding upon the purchasers of each Sublot, the future owners of the Sublots or any portion thereof, mortgagees and other persons holding or entitled to any interest therein, and the respective heirs, executors, administrators, successors and assigns, and successors in title of any of them; and

WHEREAS, Developer has deemed it desirable, for the preservation of the value and amenities in the Subdivision, to create an Association which will have certain delegated and assigned the powers and duties, including, without limitation: (a) maintaining and administering the Common Areas (as defined below) and other specifically designated areas of the Subdivision, (b) maintaining and repairing the Offsite Retention Basins (as defined below), (c) administering and enforcing the covenants, conditions and restrictions on the Sublots, and (d) collecting and disbursing the charges and assessments hereinafter created and imposed.

NOW THEREFORE, Developer, for the benefit of itself, its successors and assigns in title to any of said Sublots, for the purpose of carrying out the intentions expressed above, does hereby make known, publish, declare, covenant and agree that the Subdivision shall hereinafter, in addition to any existing easements, right-of-way, building and use restrictions, laws, ordinances and lawful requirements of public authorities, be subject to the following covenants, conditions, restrictions, and easements which shall hereafter be taken to be covenants run with the land comprising the Subdivision and bind all purchasers of each Sublot, the future owners of the Sublots, mortgagees and other persons holding or entitled to any interest therein, and their

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respective heirs, executors, administrators, successors and assigns, and successors in title of any of them.

ARTICLE I
DEFINITIONS

Section 1. Definitions.

The following words, when used in this Declaration, shall have the following meanings:

"Annual Common Area Assessment" shall have the meaning set forth in Article V, Section 1.

"Annual Maintenance Assessment" shall have the meaning set forth in Article V, Section 1.

"Articles" and "Articles of Incorporation" shall the Articles of Incorporation of the Association that have or will be filed with the Ohio Secretary of State to incorporate the Association as a non profit corporation under Chapter 1702 of the Ohio Revised Code, as the same may be amended from time to time. A true copy of the Articles is attached hereto as Exhibit B and made a part hereof.

"Association" shall mean and refer to The Maypine Farm Estate Subdivision Homeowners Association, Inc., and its successors and assigns.

"Board" and "Board of Trustees" shall mean the Board of Trustees of the Association as provided in the Articles of Incorporation and in the By-Laws of the Association. The Board of Trustees shall also be known as the "Board of Directors".

"By-Laws" shall mean the By-Laws of the Association, as the same may be amended from time to time. A true copy of the By-Laws is attached hereto as Exhibit C and made a part hereof.

"Common Areas" shall mean and refer to all real property in the Subdivision, together with the improvements located thereon, that is not part of a specific Sublot and which is for the non-exclusive benefit, use and enjoyment of all Members of the Association, including, without limitation, greenbelt easement areas, entryways, entrance pillars, walls, signs and surrounding landscaping, landscape mounds, roadway islands, retention basins, structures and facilities and the fencing and landscaping around such retention basins, structures and facilities, if any, and other common amenities, and the undedicated portion of any roadway or street conveyed to the Association.

"Development Period" shall mean the period commencing on the date on which this Declaration is recorded and terminating on the earlier of (a) ten (10) years from the date this Declaration is recorded with the Cuyahoga County, Ohio Recorder's Office, or (b) the last day on which the Developer owns less than 10% of the Sublots.

"Living Area" shall have the meaning attributed to it in Article VIII, Section 3(B) hereof.

"The Maypine Farm Estate Subdivision" and "Subdivision" shall mean and refer to a single-family subdivision situated on the real property described in the Subdivision Plat and shall include, without limitation, the Common Areas, together with any additions or amendments thereto.

"Member" shall mean any one of the Owners who are members of the Association as provided in Article IV, Section 1.

"Owner" shall mean each of the owners of record, whether a person or entity, of a fee simple title to any Sublot at any time while this Declaration remains in effect, but shall not mean or refer to a mortgagee unless and until such mortgagee has acquired the fee simple title to a Sublot.

"Plans and Specifications" shall have the meaning attributed to it in Article VIII, Section 1 hereof.

"Protected Property" shall have the meaning attributed to it in Article VIII, Section 25 hereof.

"Retention Basin Fund" shall mean a separate bank account which at all times shall have a balance of at least _____ Dollars (\$____) which is maintained by the Association in a bank selected by the Association for the satisfaction of the Association's responsibilities with respect to the maintenance and repair of: (i) the retention basins, structures and facilities located in the Subdivision (and the fencing and landscaping around such retention basins, structures and facilities, if any) and (ii) insurance and a full indemnification for the City of Highland Heights by the Developer, the Homeowners Association and the individual homeowners if the Homeowner Association has dissolved.

The parties herein also acknowledge that all parties other than the City of Highland Heights shall pay for and be responsible for all damages and/or costs including but not limited to professional services, construction including labor and materials, acquisition of easements and right of way, advertising, public hearings, legal and/or administrative costs, legal costs and/or fees including obtaining injunctive relief and/or performing the corrective work regarding the retention basins, structures, facilities, fencing, and landscaping in all common areas.

The Homeowner Association is to annually assess and review the "Retention Basin Fund" to determine the amount in it is still appropriate and shall annually notify the City of Highland Heights.

"Special Common Area Assessments" shall have the meaning set forth in Article V, Section 1.

"Special Maintenance Assessments" shall have the meaning set forth in Article V, Section 1.

"Trustee" and "Trustees" shall mean that person or those persons serving, at the time pertinent, as a Trustee or Trustees of the Association, and mean that same person or those persons serving in the capacity of a member of the Board of Trustees of the Association. Such individuals shall also be known as "Directors".

ARTICLE II

PROPERTY DEVELOPMENT

Section 1. Property Subject to this Declaration.

This terms and conditions of this Declaration shall apply to the Subdivision and shall run with the land comprising the Subdivision. All Sublots shall be held, conveyed, hypothecated or encumbered, sold, leased, rented, used, occupied and improved subject to the terms and conditions of this Declaration. The Subdivision shall be developed as a single family residential subdivision to be known as The Maypine Farm Estate Subdivision.

Section 2. Additional Common Areas.

Developer shall have the right, from time to time, during the Development Period, to convey to the Association for nominal or other appropriate consideration community facilities which shall be constructed solely for the non-exclusive benefit of the Owners of the Sublots of the Subdivision. All costs associated with the maintenance, use and operation of such facilities shall be funded by the Annual Maintenance Assessment set forth in Article V, Section 1. Notwithstanding any other provision of this Declaration, Developer does not warrant or represent that any community facilities will be constructed by or on behalf of such Developer.

Section 3. Right to Enforce the Provisions of this Declaration and Severability of Provisions.

If any party that is bound by the provisions of this Declaration shall violate any of the provisions of this Declaration, it shall be lawful for any Owner (at the time of the violation) to commence and pursue any proceedings at law or in equity against the persons violating or attempting to violate any provision of this Declaration and to either prevent the violating party from doing so or to recover damages or other remedies available at law or in equity for such violations. The invalidation of any one or more of the provisions of this Declaration by judgment or court order or otherwise shall in no way effect the validity and enforceability of the remaining provisions of this Declaration, which shall remain in full force and effect.

ARTICLE III

PROPERTY RIGHTS

Section 1. Owners' Right of Enjoyment in the Common Areas.

Every Owner and, in the case of rented residences, such Owner's tenants, shall, subject to the Association's By-Laws and any rules promulgated thereunder, have a non-exclusive right and easement to use and enjoy the Common Areas together with the other Owners. Such right and easement shall be appurtenant to and shall pass with title to every Sublot. The rights and easements granted by the foregoing sentence shall not prevent the Developer or the Association from: (a) borrowing money for the purpose of improving the Common Areas, (b) dedicating or transferring all or any part of the Common Areas to any public or municipal agency, authority or

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utility for purposes consistent with this Declaration, (c) granting utility easements (including cable television), greenbelt easements, sign easements or roadway easements in the Common Areas for purposes consistent with this Declaration. The Association is hereby granted and shall have an unfettered and unrestricted easement to build, care for, maintain, repair and replace any improvements on the Common Areas.

Section 2. Delegation of Use.

Any Owner may delegate, in accordance with the Association's By-Laws, his or her right of enjoyment in and use of the Common Areas to the members of his or her family, guests, or tenants who reside in the Subdivision.

Section 3. Title to Common Areas.

The title to any portion of the Common Areas that is to be owned by the Association shall be conveyed to the Association; provided, however, that the Developer shall have the right from time to time to reserve for the purpose of development of the Subdivision all or any portion of the Subdivision for various easements and rights of way, together with the right to dedicate or grant the same where necessary and customary and the right of ingress and egress across the Common Areas in connection with the development of the Property. The Developer's rights hereunder shall not unreasonably interfere with the Owners' right and easement to use and enjoy the Common Areas.

ARTICLE IV

ASSOCIATION MEMBERSHIP AND VOTING RIGHTS

Section 1. Members.

Every Owner shall automatically become a Member of the Association, and such membership shall be appurtenant to and may not be separated from ownership of any Sublot. If more than one person or entity is in title to any Sublot, all such persons and entities in title to a Sublot shall constitute one (1) Owner. During the Development Period, the Association shall have Class A Members (being all Owners except Developer) and a Class B Member (the Developer). At such time as the Class B membership shall terminate, the Developer, if it is then an Owner, shall become a Class A Member and continue as such so long as it shall remain an Owner.

In accordance with the "Articles" the Developer's Class B membership shall automatically convert to Class A membership when the Developer owns less than 10% of the remaining sublots.

Section 2. Voting Members.

With the exception of the Developer (until Class B membership has terminated as provided in the Articles), every person, group of persons or entity who is an Owner of a fee interest in any Sublot Class A Members shall be entitled to one vote per each Sublot in which they hold the interest required for membership. For example, if John and Jane Doe, husband and wife, are in

title to a Sublot, John and Jane Doe shall, collectively, be entitled to one vote. The sole Class B Member shall be the Developer which shall be entitled to five (5) votes for each Sublot which the Developer owns. At such time as Class B Member membership shall terminate, the Developer shall become a Class A Member with respect to the Sublots then owned by Developer. If more than one person, group of persons, or entity is the record Owner of a fee interest in any Sublot, then the vote for such Sublot shall be exercised as they among themselves determine, but in no event shall more than one vote be cast with respect to any Sublot.

ARTICLE V

ASSESSMENTS

Section 1. Covenant for Assessments.

The Developer for each Sublot owned by it (and as hereinafter limited by the provisions of this Declaration) and each person, group of persons, or entity who becomes a Member in the Association by purchasing a Sublot in the Subdivision and by virtue of the acceptance of a deed for such Sublot, whether or not it shall be so expressed in any such deed or other conveyance, shall be deemed to covenant and agree to pay to the Association the: (1) Annual Common Area Assessment, (2) any Special Common Area Assessments, (3) Annual Maintenance Assessment, and (4) any Special Maintenance Assessments. All assessments referred to above shall be fixed, established and collected from time to time as hereinafter provided. All assessments, together with interest thereon as hereafter provided and costs of collection thereof (including, but not limited to, court costs and reasonable attorneys' fees) as hereinafter provided shall be a charge on the land and shall be a continuing lien upon the Subdivision and Sublot against which such assessment is made. Each such assessment, together with such interest thereon and cost of collection thereof as herein provided, shall also be the personal obligation of the person, group of persons, or entity who was the owner of such property and Sublot at the time when the assessment became due.

Section 2. Annual Common Area Assessments: Purposes.

The Annual Common Area Assessment levied by the Association is for the purpose of promoting the scenic enjoyment, health, welfare and safety of the residents of the Subdivision and for protecting, advancing and promoting the environmental concept of the Subdivision and preserving the aesthetic and scenic qualities of the Subdivision. To carry out these purposes, an Annual Common Area Assessment shall be levied by the Association to be used currently, and to provide an adequate reserve fund for future use, for: (a) the improvement, expansion and maintenance of the Common Areas, including, but not limited to, the payment of taxes and insurance on the Common Areas and for repairs, replacements and additions to such Common Areas, (b) the maintenance and repair of the Offsite Retention Basins in good condition and repair and in accordance with all applicable governmental rules, requirements and ordinances, and (c) the maintenance of the Retention Basin Fund at an amount determined to be appropriate by the Board of Trustees. At the time each Owner acquires a Sublot, each Owner shall initially deposit two hundred dollars (\$200) in the Retention Basin Fund. The funds deposited in the Retention Basin Fund shall be non-refundable to the Owners.

Section 3. Annual Common Area Assessments: Initial Amount.

The Maximum Annual Common Area Assessment for Sublots in the Subdivision for the general purposes provided in this Article V shall not exceed \$500____ per Sublot the first year this Declaration is of record with the Cuyahoga County Recorder's office. The assessment may be billed in advance on a monthly, quarterly, semi-annual or annual basis. The Board of Trustees may fix the Annual Common Area Assessment for any amount not in excess of the maximum hereinabove provided for. The Annual Common Area Assessment and the Annual Maintenance Assessment shall, collectively, be referred to herein as the "Annual Assessments."

Section 4. Annual Assessment: Maximum Increase.

Following the initial first year assessment, the amount of the maximum Annual Assessments (the "Maximum Annual Assessments") set forth herein all applicable Sublots will increase automatically Five percent (5 %) per year in addition to the maximum sum allowed for the previous year (whether changed or not), unless prior to the levying of such new assessment year, the Board of Trustees votes to reduce any such assessment below that allowed to be charged in such year. As used herein, the term "allowed to be changed" shall mean the sum set forth herein, increased and compounded by Five percent (5 %) per year beginning with the year immediately following the conveyance of the first Sublot to an Owner. The Maximum Annual Assessments for all applicable Sublots may be increased above that established by the preceding Section, by a vote of Members, as hereinafter provided, for the next succeeding year and at the end of such year for each succeeding year. Any change in the Annual Common Area Assessment made pursuant to this Section must have the affirmative consent of fifty-one (51%) percent of the total number of votes held by Members. Any change in the Annual Maintenance Assessment made pursuant to this Section shall have the affirmative consent of fifty-one percent (51%) of the total number of votes held by the Members.

Section 5. Special Assessments.

In addition to the Annual Assessments authorized by this Article V, the Association may levy in any assessment year a Special Common Area Assessment or a Special Maintenance Assessment, or both (collectively, the "Special Assessments"), applicable to that year only, for the purpose of defraying, in whole or in part, the cost of any construction or reconstruction, unexpected repair or replacement of a described capital improvement located upon the Common Areas or the facilities situated in the Subdivision or the Offsite Retention Basins, which cost has not otherwise been provided for in full as part of the applicable Annual Assessment, including the necessary fixtures and personal property related thereto. Any Special Common Area Assessments enacted pursuant to this Section shall have the affirmative consent of fifty-one (51%) percent of the total number of votes held by Members. Any Special Maintenance Assessment levied by the Association pursuant to the provisions of this Section shall be fixed at a uniform rate based upon the number of Sublots in the Subdivision. Any monies received by the Association as a Special Assessment shall be held in trust by the Association for the benefit of the Members to be used solely for the purpose of such Special Assessment and any income derived therefrom shall be held as a separate fund and shall be accounted for separately from the other assets coming under the control of the Association. The Special Assessment may be billed in advance on a monthly, quarterly, semi-annual or annual basis as determined by the

Association. Special Common Area Assessments shall be used solely for the benefit of the Common Areas and related expenses, including, without limitation, expenses related to the maintenance and repair of the Offsite Retention Basins. Special Maintenance Assessment shall be used solely for the benefit of the facilities situated in the Subdivision.

Section 6. Commencement of Assessments.

The Annual Common Area Assessment and Annual Maintenance Assessment shall commence on the first day of the month following the recording of the Subdivision for the Subdivision or at such other time as determined by the Board of Trustees. The first assessment for any such membership may be made for the balance of the calendar year and shall become due and payable and a lien on the date aforesaid. The Board of Trustees may, from time to time determine, the manner and schedule of payments. It shall be the duty of the Board of Trustees to periodically fix the amount of an assessment against each Sublot for such assessment period and the Board of Trustees shall make reasonable efforts to fix the amount of an assessment against each Sublot for each assessment period at least thirty (30) days in advance of such date or period and shall, at the time, prepare a roster of the Sublots and assessments applicable thereto which shall be kept in the office of the Association or its agent and shall be opened to inspection by any Owner upon reasonable notice to the Board of Trustees. Written notice of an assessment shall be sent to the Owner of all Sublots subject thereto. Any Annual Assessment subsequent to the first Annual Assessment shall become a lien on January 1 of each year. Any Special Assessments shall become a lien at the time designated by the Board of Trustees. No notice of lien other than this Declaration shall be recorded to establish the validity of any such lien, and this Declaration shall stand as notice thereof.

Section 7. Assessment of Developer.

Any provision of this Declaration or of the Articles of Incorporation or By-Laws of the Association notwithstanding, a Developer, while there exists a Class B Member, shall be required to pay an assessment for any recorded, unsettled Sublot in which such Developer has the interest otherwise required for Class A membership only in any amount equal to Ten percent (10%) of the Annual Common Area Assessment, Annual Maintenance Assessment, Special Common Area Assessments and Special Maintenance Assessments, which the Association levies for purposes set forth in this Article V.

Section 8. Assessment Certificates.

The Association shall, upon demand, at any reasonable time, furnish to the Owner liable for assessment a certificate in writing signed by an officer or other authorized agent of the Association, setting forth the amount and payment status of an assessment. Such certificate shall be, absent manifest error, be conclusive evidence of the payment of any assessment therein stated to have been paid. A reasonable charge may be levied in advance by the Association for each certificate so delivered.

Section 9. Non-Payment of Assessment.

Any assessment levied pursuant to these covenants which is not paid on the date when due shall be delinquent and shall, together with such interest thereon and cost of collection thereof, as hereinafter provided, thereupon become a continuing lien upon the applicable Sublot which shall bind such Sublot in the hands of the then Owner, his heirs, devisees, personal representatives and assigns. The personal obligation of the then Owner to pay any assessment, however, shall remain his personal obligation for the statutory period and shall not pass to his successor in title unless expressly assumed by them. If any assessment is not paid within fifteen (15) days after the due date, such assessment shall bear interest at the rate of twelve percent (12%) per annum until paid, and the Association may bring an action at law against the Owner personally obligated to pay the same or foreclose the lien against the Sublot. In either case, the accrued interest, and the reasonable attorneys' fees and costs of the Association in pursuing such action shall be added to the amount of such assessment. No Owner shall waive or otherwise escape liability for the assessments herein provided for by non-use of the Common Areas or community facilities or abandonment of his Sublot. In addition to the twelve percent (12%) per annum interest provided above, the Board of Trustees, in its discretion, may establish a reasonable late charge to be paid in the event of that any assessment is not paid within fifteen (15) days after its due date, provided that such late charge shall not exceed a sum equal to ten (10%) percent of the amount of the assessment which is delinquent.

Section 10. Subordination of Lien to Mortgage.

The lien of the assessments provided for herein shall be subordinate to the lien of any first mortgage on an applicable Sublot. Sale or transfer of any Sublot shall not affect the assessment lien. However, any first mortgagee who obtains title to a Sublot pursuant to the remedies in the mortgage or through foreclosure shall not be liable for more than six (6) months of the Sublot's unpaid assessments and/or charges accrued before the acquisition of title to the Sublot by the mortgagee.

Section 11. Common Area Assessment at Closing.

Within sixty (60) days after the date of closing, each purchaser of a Sublot shall be required to pay a pro rata share of the Annual Common Area Assessment for the balance of the current year to the extent that such assessment is not otherwise being collected by the Association. The Developer shall be exempt from the assessments collected pursuant to this Section.

ARTICLE VI

INSURANCE

Section 1. Liability Insurance.

The Association shall obtain and maintain a comprehensive policy of public liability insurance covering the Common Areas and any other facilities insuring the Association, Trustees, and Owners and members of their respective families, tenants and occupants in an amount of not less than One Million Dollars (\$1,000,000.00) per occurrence for personal injury and/or property damage. This insurance shall include protection against such risks as are customarily covered

with respect to a development similar in construction, location and use, as determined by the Board of Trustees. The insurance shall contain a "severability of interest" endorsement which shall preclude the insurer from denying the claim of a residential Owner, tenant or occupant because of negligent acts of the Association, the Board of Trustees, or other Owners, tenants or occupants.

Section 2. Casualty Insurance.

The Association shall obtain and maintain fire, lightening and extended coverage or similar insurance in an amount of not less than one hundred percent (100%) of the replacement cost thereof of any improvements on the Common Areas and any community facilities. This insurance shall include protection against such risks as are customarily covered with respect to a development similar in construction, location and use, as determined by the Board of Trustees. Said insurance shall be payable to the Association and the proceeds from which shall be used to restore or replace any improvements on the Common Areas or community facilities damaged or destroyed by any peril covered by said insurance.

Section 3. Other Insurance; Allocation.

The Association shall indemnify, defend and hold the Board of Trustees and the officers of the Association harmless from all damages and liability incurred by them for acts performed in good faith in furtherance of their duties. In addition, the Association shall obtain and maintain Board of Trustees' and officers' liability insurance and such other insurance as the Board may deem desirable from time to time. The cost of any insurance purchased pursuant to this Article VI shall be allocated to the Common Areas and community facilities in such percentage as determined by the Board from time to time.

Section 4. Insufficient Insurance.

In the event the improvements forming a part of the Common Areas, any community facilities or any portion thereof shall suffer damage or destruction from any cause or peril which shall not be sufficient to pay the cost of repair, restoration or reconstruction, then, the Association shall advance such costs in excess of available insurance proceeds. The amount so advanced by the Association shall become a Special Assessment against all of the Sublots for whose benefit the amount was so advanced, and such assessment shall have the same force and effect, and if not paid, may be enforced in the same manner as herein provided for the nonpayment of assessments. The action required to be taken by the Association under this Section shall not require any vote of the Members of the Association.

Section 5. Fidelity Bonds.

The Board of Trustees may obtain fidelity bond coverage, naming the Association as an insured, with respect to any person or agent handling Association funds in an amount as determined reasonably necessary by the Board.

ARTICLE VII

COMMITTEES

The Board of Trustees may appoint an Architecture and Design Committee and a Finance and Maintenance Committee, each consisting of not more than five (5) Members of the Association. The Architecture and Design Committee shall exercise any rights delegated to it by the Board of Trustees, although it is contemplated that the Architecture and Design Committee, if created, would consider and make determinations with respect to the approval or disapproval of proposals, plans, drawings, specifications, and applications submitted by Owners of the Subdivision regarding existing or proposed Improvements on the Sublots. The Finance and Maintenance Committee shall exercise any rights delegated to it by the Board of Trustees, although it is contemplated that the Finance and Maintenance Committee would, if created: (i) make recommendations to the Board of Trustees as to the amount of Annual Assessments to be levied by the Board of Trustees, (ii) make recommendations to the Board of Trustees as to the needs, repairs and monetary requirements for the Common Areas and any community facilities, and (iii) specifically oversee the completion of the maintenance and repair obligations of the Association with respect to the retention basins, structures, and facilities in the Subdivision and the fencing and landscaping around such retention basins, structures and facilities, if any, and the Offsite Retention Basins through the creation of a subcommittee of three (3) Members of the Association in charge of such retention basins, structures and facilities (the "Retention Basin Committee"). The Retention Basin Committee shall also be responsible for administering the Retention Basin Fund. The Board of Trustees, at its discretion, shall have the right to appoint other Committees and to delegate to such other committees duties and powers as the Board of Trustees deems appropriate. The Board of Trustees, at its discretion, shall have the right to determine the terms of the Members of the Association who serve on any committees that are created and to remove committee members if such removal is deemed appropriate and warranted by the Association.

ARTICLE VIII

ARCHITECTURAL CONTROL USE RESTRICTIONS AND MAINTENANCE

Section I. Submission and Approval of Plans and Specifications for Improvements to Sublots.

No grading or landscaping shall be performed on any Sublot, nor shall any building or structure, nor any addition thereto, nor any alteration thereof be erected, reconstructed, placed or suffered to remain upon any Sublot unless and until two (2) copies (one of which may be permanently retained by the Developer) of plans and specifications thereof (the "Plans and Specifications") showing in such detail as Developer may request, the size, location, type, cost, use, the materials of construction, the color scheme, the plot plan and grading plan of the Sublot (including the grade elevation of said buildings and structures) have been furnished to and approved in writing by the Developer or the Developer's designated architect. The Developer reserves the right to reject all such Plans and Specifications for any reasonable ground, including, but not limited to, aesthetic reasons. All plans submitted as part of the Plans and Specifications shall be drawn to 1/4" or 1/8" scale and include floor plans for all levels, plot plans and elevations. Developer's approval of such Plans and Specifications shall not be unreasonably withheld if the same comply

with the requirements of the general plan of the Subdivision and the criteria specified in this Declaration. Developer or its designated architect shall act on all plans submitted within fourteen (14) days after submission by the Owner. Each Owner shall also be required to comply with all requirements of the City of Highland Heights and the County of Cuyahoga regarding architectural and site plan approval and otherwise.

Section 2. Approval of Contractors

No construction shall be performed on any Sublot, except by contractors who have first been approved by the Developer in writing. It is the intent of the Developer to maintain the quality of homes in the Subdivision by permitting construction only by contractors who have, in the Developer's judgment, demonstrated the ability and experience to build fine quality, custom homes in accordance with the Developer's general plans for the Subdivision.

Section 3. Single Family Use Only.

Each Sublot shall only be used only for single family, private residence purposes.

Section 4. Required Characteristics of Improvements on Sublots.

Any building erected upon a Sublot shall comply with the following requirements:

A. Number of Stories. Single family dwellings which may be one or two story in design. For purposes of this Declaration, a one (1) story dwelling is a structure, the living area being the first floor space only, and a space between the first floor ceiling and the roof of inadequate height(s) to permit its use as a dwelling space. For purposes of this Declaration, a two (2) story dwelling is a structure, the living area of which is on two (2) levels connected by a stairway, the living area being the first and second floor space only, and a space between the second floor ceiling and the roof of inadequate height(s) to permit its use as a dwelling space.

B. Living Area. The "Living Area" of all dwellings shall not: (i) in the case of one (1) story dwellings, be smaller than twenty-eight hundred (2,800) square feet and (ii) in the case of two (2) story dwellings, be smaller than thirty-two hundred (3,200) square feet. For purposes of this Declaration, "Living Area" shall not include garages, attics, basements, breezeways, patios, or any area not heated for year round living. Developer reserves the right, in its discretion, to grant variances to the above requirements.

C. Exterior. The exterior of each building shall conform with the following requirements: (i) all chimneys shall be masonry brick or natural stone, (ii) no exposed masonry block shall be permitted on any part of any structure, and (iii) all buildings shall have a sloping roof with a minimum pitch of 6 to 12.

D. Garages. Garages must be a minimum size of 22' X 22' and able to house not less than two (2) full size automobiles. Garages must be attached to the dwelling and shall have side or rear automobile entry. Garage entries shall not face the street.

Developer reserves the right, in its discretion, to grant variances to the above requirements.

Section 5. Duplication of Existing or Planned Exterior Characteristics.

Substantial duplication of existing or planned exterior characteristics of a dwelling on a Sublot may be only permitted with approval of the Developer or Developer's designated architect.

Section 6. Additional Buildings in Rear of Sublots.

Not more than one building, conforming in character to the main, shall be permitted in the rear of a Sublot. Such building must be approved by Developer and comply with all requirements of the City of Highland Heights, Ohio and the County of Cuyahoga, Ohio.

Section 7. Temporary Structures.

No structure of a temporary character, trailer, basement, tent, shack, garage, barn or other out-building shall be used on any Sublot at any time as a residence either temporarily or permanently.

Section 8. Removal of Debris.

During construction, the approved builder shall cause all debris to be removed from the Sublot and shall not allow the burial of such debris on the Sublot or its use as fill material at any location on the Sublot or within the Subdivision.

Section 9. Driveways.

All driveways on Sublots must be paved with concrete from the garage to the street no later than four (4) months after occupancy. In the event the street shall have curbs, the same must be cut with an appropriate power saw using appropriate blades designed for cutting concrete. Hammering and chiseling as a method of cutting curbs is prohibited. The Sublot Owner will be held responsible for replacing any curb sections damaged by such method.

Section 10. Lawns and Landscaping.

Lawns and landscaping must be installed no later than six (6) months after occupancy. Lawns shall be kept properly trimmed and maintained at all times.

Section 11. Electrical, Television and Telephone Cables.

All electrical, television, and telephone cables shall be installed underground and in conformance with all applicable building and zoning codes.

Section 12. Television and Radio Towers.

No television towers, radio towers or visible or external antennas of any type shall be permitted on any Sublot. In the event the City of Highland Heights, Ohio shall permit satellite dishes, the same must be screened by landscaping approved either by the Developer or the City of Highland Heights, Ohio.

Section 13. Fuel Storage Containers.

All fuel storage containers must be placed within the dwelling or underground and must be in conformance with all applicable city, state and federal regulations, including, but not limited, to all building, zoning and fire codes and all environmental regulations.

Section 14. Garbage and Waste Containers.

No rubbish, trash, garbage, or waste material shall be kept or permitted on any Sublot except in sanitary containers, which shall be placed within closed areas.

Section 15. Animals and Pets.

No animals, livestock, or poultry of any kind shall be raised, bred or kept on any Sublot, with the exception of dogs, cats and other common household pets, provided they are not kept or bred for commercial purposes, and provided they are kept in such a manner as not to constitute a nuisance.

Section 16. Business Activities and Other Prohibited Activities.

No business or noxious or offensive activity shall be carried on or upon any Sublot, nor shall anything be done thereon which is or may become an annoyance or nuisance to the neighborhood.

Section 17. Recreational and Other Vehicles and Boats.

No tractor, trailer, truck, boat or recreational vehicle, including, without limitation, campers, motor homes, or horse trailers, may be stored outside on any Sublot, nor shall any such vehicle be parked temporarily in the open on any Sublot for a period exceeding twenty-four (24) hours. Long distance tractor trailers are prohibited from parking or storage on the premises, provided, however, that this restriction shall not prohibit trailers and temporary structures used in connection with the building of any Owner's home. No unlicensed and/or inoperable vehicle, regardless of value, shall be stored or located outside the enclosed portion of the dwelling unit and garage.

Section 18. Duty to Maintain Sublot in Good Repair.

Each Owner shall, at his sole cost and expense, maintain and keep his dwelling and any other building on his Sublot in a state of good repair. No Owner of any Sublot shall permit unsightly objects to be placed or remain anywhere thereon. However, the natural wooded and ground

cover conditions of portions of the Sublot ay remain, provided that they are aesthetically pleasing to the appearance of the development as a whole. This restriction does not apply to Developer.

Section 19. Mailboxes.

All Owners may only use mailboxes approved by Developer which are consistent throughout the Subdivision.

Section 20. Existing Easements and Responsibility for Items in the Right of Way of a Sublot

All of the Sublots and land in this Subdivision are subject to all easements and rights-of-way of record as well as those designated on the Subdivision Plat of the Subdivision. Except as otherwise expressly provided herein, each Owner shall be responsible for the maintenance and repair of any storm water drainage ditches, swales or drainage easements located within the right-of-way (frontage of said Owner's Sublot).

Section 21. Developer's / Association's Responsibilities.

Except as otherwise expressly provided herein, the maintenance and repair of: (a) any storm waters drainage ditches, swales or drainage easements, retentions basins, structures and facilities (and the fencing and landscaping around such areas, if any) located within the Subdivision and (b) the Offsite Retention Basins shall be the responsibility of the Developer until such time as the Association is formed, but in no event shall Developer relinquish such responsibility in less than three (3) years after the completion of the improvements, at which time the Association shall become responsible for the cost of such maintenance and repair. Prior to transferring the responsibility of maintenance of the Retention Basins to the Association, the Developer shall clean the Retention Basins as directed by the City Highland Heights. Once the Association becomes responsible for the Retention Basins, the Association shall clean the basins upon written notice from the City of Highland Heights. In addition, Developer shall have the duty to maintain, in good condition and repair, the entrance signage and entrance and cul de sac landscaping until the Association has been formed , but in no event shall Developer relinquish such responsibility in less than three (3) years after the completion of the improvements, at which time the Association shall become responsible for such maintenance. The maintenance and repair obligations of Developer and the Association with respect to storm waters, drainage ditches, swales or drainage easements, retention basins, structures and facilities (and the fencing and landscaping around such areas, if any) shall be performed in a first class manner and in accordance with all laws, rules, and regulations of applicable governmental entities having jurisdiction over the Subdivision, including, without limitation, if applicable, the Cuyahoga County and Lake County Engineers' Offices, the Cuyahoga County and Lake County Soil and Water Conservation Districts, and the Cities of Highland Heights and Willoughby Hills. All applicable governmental entities having proper jurisdiction over the Subdivision shall have the right of entry for inspection purposes and shall have the right to enforce the Association's maintenance and repair obligations with respect to such areas. No Owner shall alter any retention basin, structure or facility in any way unless such Owner has received the prior written approval of the Association. Maintenance shall include mowing, periodic removal of damaging vegetation and excessive sediment, and overall general upkeep to allow the structures and

facilities (and the fencing and landscaping around such structures and facilities, if any) to operate as intended. The Association agrees to indemnify, defend, and hold Cuyahoga County, Lake County, the City of Highland Heights, and the City of Willoughby Hills harmless from and against any and all claims, demands, damages, and liabilities, including, without limitation, reasonable attorneys' fees, which such indemnified entities incur as a direct result of the Association's failure to perform its obligations set forth above. Notwithstanding anything to the contrary contained in this Declaration, the obligations of the Association created by this Section shall not, in any way, relieve an Owner from the obligation to pay all real estate taxes and assessments that become due and payable on his or her Sublot. At the time that the Association is created and the Developer no longer has control of the Association, the Developer shall have no further obligations or liability with respect to its obligations under this Section 21 except as herein stated.

Section 22. Right of Entry.

Developer and the Association reserve the right for themselves and their agents, employees, successors and assigns to enter upon any Sublot for the purposes of carrying out and completing the development of the property, including, but not limited to the completion of any filing, grading or installation of drainage facilities. Entry onto said property for such purposes shall not be deemed a trespass, whether during development or after.

Section 23. Required Set Backs.

No building shall be located on any Sublot nearer to the front Sublot line or nearer to the side street line than the minimum building set-back lines shown on the recorded Subdivision Plat of the Subdivision, or applicable law, whichever is more stringent. Each building shall have a side yard along each Sublot line which shall be not less than ten (10) feet. The side yard nearest to the street on any corner Sublot shall have a width as designated on the recorded Subdivision Plat. All side yards shall conform with the requirements of the City of Highland Heights. When two or more Sublots acquired are used as a single building site, the side Sublot line and any reservations and easements for public utilities as set forth herein, shall refer only to the lines bordering on the adjoining property owner. For the purposes of this covenant, eaves, steps, and open porches shall not be considered as a part of a building, provided, however, that this shall not be construed to permit any portion of a building on a Sublot to encroach another Sublot.

Section 24. Specifically Prohibited Activities.

The following activities shall be prohibited in the Subdivision:

- A. Drilling or operating oil or gas wells on land.
- B. Mining or extraction of any minerals, including the removal of sand or gravel, provided, however, this restriction shall not prohibit the removal of any material in connection with development of the property for permitted uses by Developer.

C. Temporary or permanent signs, billboards or advertising devices of any kind with the exception of the following: signs no larger than six square feet for offering homes for sale shall be permitted on the Sublot to be sold with the exception of any entrance sign and builder model home signs and signs that shall identify the Developer and/or builders and the Subdivision. Furthermore, all signage shall satisfy the requirements of the City of Highland Heights.

D. No spirituous or fermented liquor shall be manufactured or sold, either at wholesale or at retail, on any Sublot or Sublots and no place of public entertainment or resort of any character shall be established, conducted or allowed to remain on any Sublot.

Section 25. Wetlands.

All wetlands in the Subdivision, if any, as located and determined by the Army Corps of Engineers shall constitute "Protected Property" and remain an undisturbed, natural and open wetlands area of high natural quality that contributes to the scenic and rural quality of the surrounding area and so yields a significant public benefit. Exhibit D delineates wetland areas in the Subdivision, if any. Developer, for itself, its personal representatives and assigns, hereby restricts the Protected Property from development, and no building or other structure of any kind either temporary or permanent, shall be placed or erected on the Protected Property, and no soil or other substance such as landfill shall be placed in the protected area except as expressly provided for hereinafter or with the express written consent of the governmental body that has jurisdiction over the particular wetland area. Homeowners that wish to mitigate wetland areas on their property must attain the proper permits from either the United States Army Corp of Engineers or the Ohio EPA. Notwithstanding the foregoing, the Protected Property shall be subject to the following provisions relating to the rights of Developer which are reserved to Developer and its successors and assigns:

A. The right to construct, maintain, repair, and/or replace electric, water, telephone, cable, wells or other utility lines or mains on the Protected Property; provided that Developer shall use as little of the Protected Area as reasonably possible for such purposes and further provided that, upon completion, such area is restored as near as practical to its previous condition.

B. The right to install, maintain, repair and replace: (i) storm sewer systems and/or (ii) erosion control devices.

C. The right to construct, maintain, repair, and/or replace electric, water, telephone, cable, wells or other utility lines or mains on the Protected Property; provided that the area needed for such maintenance, repair and/or replacement shall be the minimum necessary; and further provided that, upon completion, such area is restored as near as practical to its previous condition.

Section 26. Continued Applicability of Covenants, Restrictions, and Conditions

The covenants, conditions, and restrictions set forth in this Declaration shall run with the land constituting the Subdivision and shall be binding on all parties claiming an interest in the Subdivision for a period of twenty-five (25) years from the date this Declaration is recorded, after which time said covenants, easements, and restrictions shall be automatically extended for successive periods of ten (10) years unless an instrument signed by a majority of the then current Owners of the Sublots has been recorded, agreeing to change said covenants, easements or restrictions in whole or in part.

Section 27. Additional Rights Reserved to the Developer.

Developer further reserves for itself, its successors and assigns, the right to grant additional easements for the purpose of the development of the Subdivision and to permit deviation or grant a variance from, or to change, waive or modify any and all of the covenants, conditions and restrictions contained in this Declaration, and if, in Developer's sole judgment, the development or lack of development on adjoining or adjacent property or topography of the land involved makes such course necessary or advisable, with the understanding that the Developer herein may assign or relinquish the power herein reserved in the event it decides to so do.

Section 29. Developer's Rights While Developer Owns a Sublot in the Subdivision

So long as Developer maintains an ownership interest in the Subdivision, Developer shall have the right to waive or modify this Declaration and to enforce, by any proceeding at law or in equity, all covenants, conditions and restrictions now or hereafter imposed by the provisions of this Declaration. Failure by Developer to enforce any condition, covenant or restriction herein contained shall in no event be deemed a waiver of the right to do so thereafter.

Section 30. Rights of Owners and Consent of Developer

Upon the sale of all the Sublots by the Developer: (a) the Owners may enforce individually or collectively all covenants, conditions and restrictions now or hereafter imposed by the provisions of this Declaration and (b) whenever the consent of the Developer is required hereunder, such consent shall automatically vest in the Board of Trustees of the Association who shall grant or deny the applicable request by a majority vote of the Board of Trustees in accordance with the terms and conditions of the By-Laws of the Association. Failure by the Association, the Board of Trustees, any owner individually or the Owners collectively to enforce any covenant or restriction contained in this Declaration shall in no even be deemed a waiver of the right to do so thereafter.

ARTICLE IX

MISCELLANEOUS

Section 1. Amendment.

The Declaration may be amended, from time to time as follows:

A. By Developer. The Developer reserves the right and power, and each Sublot Owner by acceptance of a deed to a Sublot is deemed to consent to and does with an interest, which shall run with the title to the Sublot, to amend this Declaration to the extent necessary to conform to the original intent of this Declaration, or to the extent necessary to conform to any requirements imposed or requested by any governmental agency, public authority or financial institution, (including the U.S. Department of Housing and Urban Development, the U.S. Veteran's Administration, Federal National Mortgage Association, Federal Home Loan Mortgage Corporation, or similar agency), without the approval of the Owners, or to the extent necessary to enable the Developer, in the Developer's sole discretion, to meet any other reasonable need or requirement in order to complete the development of the Subdivision or to facilitate the making and marketing of first mortgages upon any of the Sublots. Any amendment hereto must be recorded and shall take effect only upon recording of such amendment.

B. By Sublot Owners. Except as otherwise provided in this Declaration, this Declaration may be amended at any time by an instrument executed by persons or entities enabled to exercise seventy-five (75%) of the voting power of the Association; provided, however, that Developer's rights hereunder may not be amended or altered without Developer's prior written consent. Any amendment must be recorded and shall take effect only upon recording.

Section 2. Personal Liability.

Nothing in this Declaration, the Articles or the By-Laws of the Association, or any rules or regulations enacted pursuant to any of the aforesaid, shall impose personal liability upon any member of the Board of Trustees or any officer of the Association acting in his capacity as such, for the maintenance, repair or replacement of any part of the Common Areas and/or community facilities or give rise to a cause of action against any of them, except for damages resulting from their willful misconduct or gross negligence. Except for damages resulting from a Trustee's or officer's willful misconduct or gross negligence, each person who becomes an Owner, Trustee or officer hereby releases and discharges such Trustees and officers from liability and damages when acting in their capacity as a Trustee or officer of the Association and covenants not to initiate any legal proceedings against a Trustee or officer unless such person is covered by insurance and in such event the amount of recovery shall be limited in the amount of insurance.

Section 3. Notices.

Any notice required to be sent to any Owner under the provisions of this Declaration shall be deemed to have been properly sent when mailed, by first class mail, postage prepaid, to the last known address of the person who appears as the Owner on the records of the Association at the time of such mailing.

Section 4. Enforcement.

Enforcement of the provisions of this Declaration shall be by any proceeding at law or in equity against any person or persons violating or attempting to violate the provisions of this Declaration, either to restrain or to enjoin violation or to recover damages, and against the land to

enforce any lien created by this Declaration. The failure or forbearance by the Association or any Owner to enforce any covenant or restriction herein contained shall in no event be deemed a waiver of the right to do so thereafter.

Section 5. Conflicts.

In the case of any conflict between this Declaration and either the Articles of Incorporation or the By-Laws of the Association, the provisions of this Declaration shall control the resolution of the conflict.

Section 6. Condemnation.

In the event any Common Area or any community facilities or any portion thereof is the subject matter of any condemnation or eminent domain proceeding or otherwise sought to be acquired by a condemning authority, the proceeds of any award or settlement shall be distributed to the Association for the common benefit of the Owners.

Section 7. Non-Liability of Developer.

Except as otherwise specifically provided in this Declaration or any written warranty by the Developer to an Owner or the Association, neither Developer nor its representatives, successors or assigns shall be liable for any claim whatsoever arising out of or by reason of any actions performed pursuant to any authorities granted or delegated to them by or pursuant to this Declaration or the By-Laws, whether or not such claims shall be asserted by an Owner, the Association, or by any person or entity claiming by or through any of them; or shall be an account of injury to person or damage to or loss of property wherever located and however caused. Without limiting the generality of the foregoing, the foregoing enumeration includes all claims for, or arising by reason of, the Subdivision or any part thereof becoming out of repair or by reason of any act or neglect of any Owner, the Association and their representative agents, employees, guests and invitees or by reason of any neighboring property or personal property located on or about the Subdivision, or by reason of the failure to furnish or disrepair of any utility services (heat, air conditioning, electricity, gas, water, sewage, etc.).

Section 8. Action by Developer.

Any provision in the Declaration or the By-Laws, which requires or permits any action to be taken by the Developer, shall only be effective in the event such action is evidenced in writing and signed by White Road Development, Inc., or its successors or assigns.

Section 9. Gender and Grammar.

The singular, whenever used in this Declaration, shall be construed to mean the plural when applicable, and the necessary grammatical changes required to make the provisions hereof apply either to corporations or other forms of business organizations, or individuals, men or women, shall in all cases be assumed as though in such case fully expressed.

[SIGNATURE PAGE FOLLOWS]

Developer has executed this Declaration as of the day and year first above written.

WHITE ROAD DEVELOPMENT, INC.

BY: [Signature]

PRINTED NAME: Josh Simon

TITLE: VP

STATE OF OHIO

COUNTY OF Cuyahoga

)
) SS:
)

BEFORE ME, a Notary Public in and for said county and state, personally appeared Josh Simon who, in his capacity as the Vice President of White Road Development, Inc., an Ohio corporation, acknowledged that he did sign the foregoing instrument and that the same was his free act and deed on behalf of said limited liability company.

IN TESTIMONY WHEREOF, I have hereunto set my hand and official seal at Cleveland, Ohio this 29th day of March, 2004

[Signature]
NOTARY PUBLIC



PAULA E. TUPA
Notary Public, State of Ohio
My Commission Expires 3-11-2004

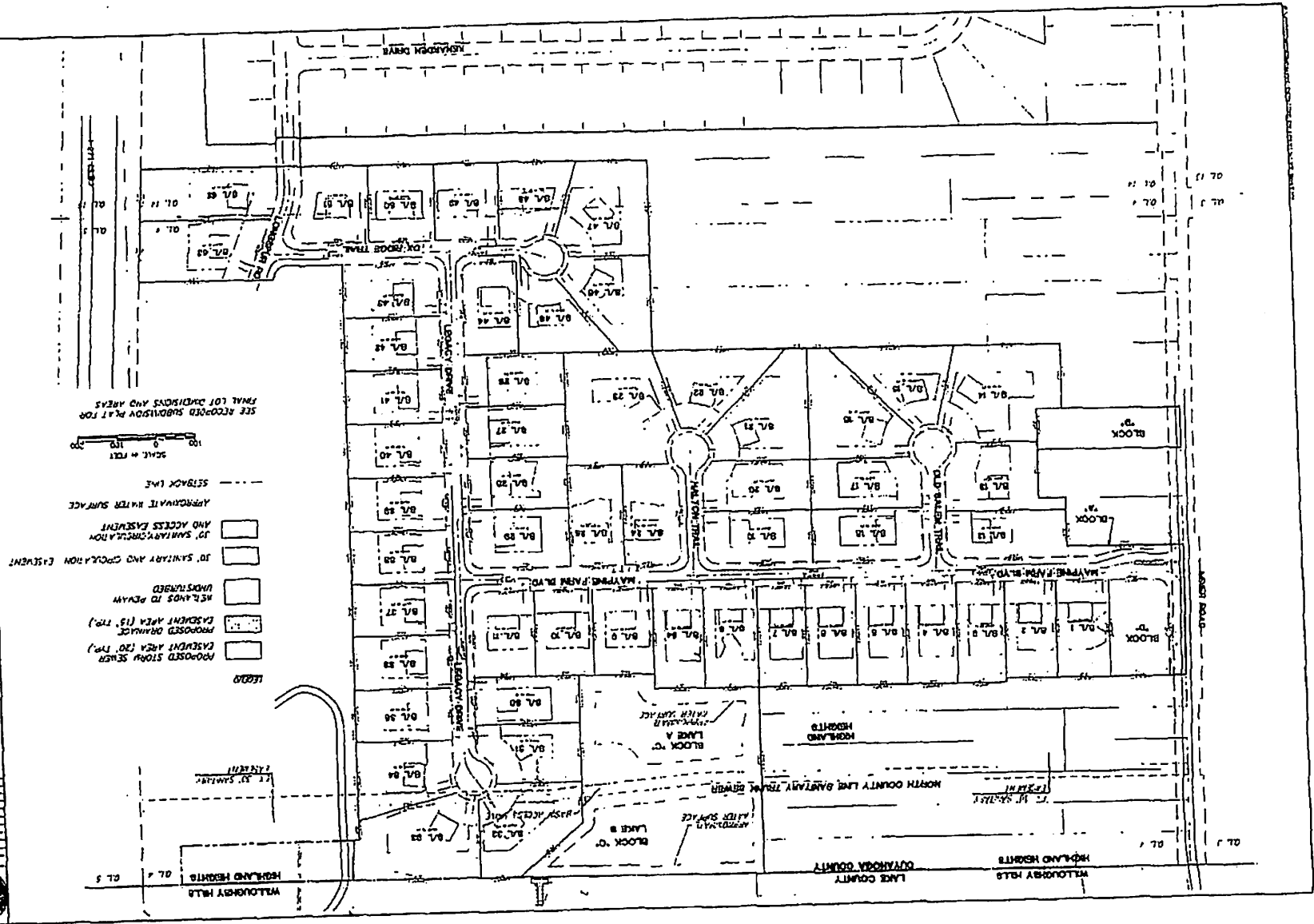
This Instrument Prepared By:

Neil W. Gurney, Esq.
Ulmer & Berne LLP
Penton Media Building
1300 East Ninth Street
Cleveland, Ohio 44114-1583

Exhibit A

Description of the Subdivision

Exh. b + A



OVERALL PLAN
MAYPINE FARM ESTATES
HIGHLAND HEIGHTS, OHIO

ENGINEER'S SEAL
CUYAHOGA COUNTY RECORDER

1/2" = 1' SCALE

SEE ACCORDED SUBDIVISION PLAT FOR FINAL LOT DIVISIONS AND AREAS

1/2" = 1' SCALE

SEE ACCORDED SUBDIVISION PLAT FOR FINAL LOT DIVISIONS AND AREAS

Exhibit B

Articles of Incorporation of the Association

ARTICLES OF INCORPORATION
OF
THE MAYPINE FARM ESTATE SUBDIVISION HOMEOWNERS'
ASSOCIATION, INC.

The undersigned, desiring to form a nonprofit corporation under the Nonprofit Corporation Law of State of Ohio, Chapter 1702 of the Ohio Revised Code, hereby certifies:

FIRST
Name

The name of the Association shall be THE MAYPINE FARM ESTATE SUBDIVISION HOMEOWNERS' ASSOCIATION, INC. (the "Association")

SECOND
Principal Office

The place in the State of Ohio where the principal office of the Association will be located is the City of Cleveland, Cuyahoga County, Ohio.

THIRD
Definitions

Capitalized terms used in these Articles of Incorporation shall, unless defined herein, have the same definition ascribed to such terms in the Declaration of Covenants, Conditions, Restrictions and Easements for The Maypine Farm Estate Subdivision (the "Subdivision"), which Declaration will be recorded in the Cuyahoga County, Ohio Recorder's Office (as the same may, in the future, be amended, restated or otherwise modified, the "Declaration").

FOURTH
Purposes

The purposes for which the Association is formed are:

- A. To own, acquire, improve, construct, operate, supervise, regulate, repair, replace and maintain the Common Areas in the Subdivision for the common use and enjoyment of the Owners of Sublots in the Subdivision.
- B. To provide services of general benefit to the Owners.
- C. To carry-out the functions and responsibilities and exercise the authority of the Association as provided in the Declaration.

- D. To administer and enforce the Declaration and collect the assessments and exercise such other functions as are provided in the Declaration, including, without limitation, the promulgation and implementation of rules and regulations applicable to the Subdivision.
- E. To establish an orderly and efficient system for paying the expenses incurred by the Association in furtherance of the purposes of the Association.
- F. To repair, replace and maintain in good condition and repair and in accordance with all applicable governmental rules, requirements and ordinances, retention basins, structures and facilities and the fencing and landscaping around such retention basins, structures and facilities, if any, which service the Subdivision regardless of whether such retention basins, structures and facilities are located in the Subdivision or are located on privately owned land (including, without limitation, land owned by governmental entities) adjacent to the Subdivision.
- G. To take any and all other lawful actions as are deemed necessary and appropriate by the Association to effectuate the foregoing purposes, objects and powers and to promote the health, safety and welfare of the residents of the Subdivision.

FIFTH
Board of Trustees/Initial Trustees

The authority to manage and conduct the affairs of the Association shall be vested in the Associations' Board of Trustees (the "Board of Trustees"). The names and mailing addresses of the initial members of Board of Trustees are (collectively, the "Trustees" and individually a "Trustee"):

- 1. Josh Simon
23360 Chagrin Blvd, #208
Beachwood, OH 44122
- 2. Hy Holz
23360 Chagrin Blvd, #208
Beachwood, OH 44122
- 3. Dick Bass
4499 Northfield Road
Warrensville Heights, OH 44128

The Trustees shall serve until such individuals resign or are replaced at a meeting of the Members' of the Association in accordance with the Bylaws of the Association.

SIXTH
Members and Voting Rights in the Association

6.1 **Members.** In accordance with the terms and conditions of the Declaration and the By-Laws of the Association, each Owner of a Sublot in the Subdivision shall automatically become a member of the Association for so long as such person or entity is an Owner, provided that any such person or entity who holds such interest merely as security for the payment of money or the performance of an obligation shall not be a member. White Road Development, Inc., an Ohio corporation (the "Developer"), as developer of the Subdivision, shall be a member until it has conveyed every Sublot owned by it to an Owner.

6.2 **Voting Rights.** Membership in the Association shall be divided into Class A Members and Class B Members:

- A. **Class A Members.** Class A Members shall be all the Owners of Sublots in the Subdivision, other than the Developer. Class A Members shall be entitled to one (1) vote for each Sublot owned in the Subdivision. In the event a Sublot is owned by more than one (1) Owner, the owners thereof shall not be entitled to more than one (1) vote with respect to any such Sublot. To facilitate the casting of a vote assigned to a Sublot in the Subdivision which is owned by more than one (1) person, the owners of such a Sublot shall notify the Secretary of the Association in writing of the name of the individual who will cast the vote assigned to such a Sublot. There shall be no cumulative or fractional voting.
- B. **Class B Member.** The sole Class B Member shall be the Developer. The Class B Member shall be entitled to five (5) votes for each Sublot owned by it in the Subdivision. The Class B Membership shall cease and be converted to Class A Memberships on the last day of the Development Period (as defined in the Declaration).

SEVENTH
Amendment

These Articles may only be amended in writing by the affirmative vote of the Members holding not less than two-thirds (2/3rds) of the voting power of the Association.

EIGHTH
Indemnification

Subject to the provisions of these Articles, the Association shall indemnify its existing and future Trustees, officers, employees and agents from and against all expenses, losses and/or liabilities incurred by them, including, without limitation, legal fees, judgments, penalties and amounts paid in settlement or compromise, which arise in any legal action brought or threatened against any of them for or on account of any action or omission alleged to have been committed while acting within the scope of their employment or engagement, as applicable, as a Trustee, officer, employee or agent of the Association, whether or not any action is or has been filed against them and whether or not any settlement or compromise is approved by a court. Indemnification shall be made by the Association whether the legal action brought or threatened is by or in the right of the Association or by any other person or entity. Whenever any existing or former Trustee, officer, employee or agent shall report to the President of the Association or the Chairman of the Board of Trustees that he or she has incurred or may incur an expense or liability that is covered by this indemnification, the Board of Trustees shall, at its next regular meeting or at a special meeting held within a reasonable time thereafter, determine in good faith whether, in regard to the matter involved, such person is entitled to indemnification hereunder. If the Board of Trustees, in its sole discretion, determines that the person seeking indemnification willfully acted or failed to act, acted with gross negligence or with fraudulent or criminal intent and such actions gave rise to the expense or liability for which indemnification is sought, the Board of Trustees, in its sole discretion, may refuse indemnification hereunder. If the Board of Trustees, in its sole discretion, determines that the person seeking indemnification did not willfully commit an act or fail to act or act with gross negligence or with fraudulent or criminal intent, indemnification hereunder shall be mandatory and shall be automatically extended as specified herein; provided, however, that no such indemnification shall be available with respect to liabilities under the Securities Act of 1933, and provided further, that the Association shall have the right to refuse indemnification in any instance in which the person or entity to whom the indemnification would have otherwise been available shall have unreasonably refused to permit the Association, at its own expense and through its own legal counsel, to defend the person or entity seeking indemnification. If a current member of the Board of Trustees is seeking indemnification, the member of the Board of Trustees who is seeking indemnification shall not be entitled to vote on whether the Association will provide indemnification. In such an instance, the remaining members, by majority vote, shall determine whether the Association will provide indemnification. In all other instances, indemnification shall be provided if a majority of the members of the Board of Trustees vote to provide indemnification. The indemnification provided by this Section of the Articles of Incorporation of the Association shall not be deemed exclusive of other rights to which those seeking indemnification may be entitled under the Bylaws of the Association, by agreement or otherwise and such indemnification rights under this Section shall continue to be available to Trustees, officers, directors, employees and agents of the Association for actions taken while in such capacity even if, when such an action or liability matures, the person or entity seeking indemnification is no longer a Trustee, officer, director, employee or agent of the Association. The indemnification provided under this Section of the Articles of Incorporation shall inure to the benefit of the heirs, executors, administrators, successors and assigns, as applicable, of the persons and entities entitled to indemnification as provided above.

NINTH
Related Party Transactions

No contract or other transaction shall be void or voidable with respect to this Association for the reason that it is between the Association and one or more of the its Trustees, officers, or directors or any entity in which a Trustee or an officer or director of the Association has a financial or personal interest; provided, however, that any such contract or transaction shall be consistent with the applicable provisions of Chapter 1702 of the Ohio Revised Code and provided further that the material facts regarding the relationship or interest and the contract or transaction are disclosed to the Trustees and the Trustees, in good faith, authorize the contract or transaction by an affirmative vote of a majority of the disinterested Trustees, even though the disinterested Trustees may constitute less than any required quorum. If none of the Trustees are disinterested, the related party contract or transaction shall be voted on by all Members of the Association. If the Members of the Association determine, by majority vote, that the related party contract or transaction is acceptable, the Association shall be permitted to enter into such contract or transaction.

TENTH
Restrictions

No part of the net earnings of the Association shall inure to the benefit of, or be distributable to, the Trustees or the officers or directors or any other private person, except that the Association shall be authorized to pay reasonable compensation for services rendered to it and to make payments in furtherance of the stated purposes of the Association. The Association shall not engage in any activity that is inconsistent with its operation as a Nonprofit corporation under Chapter 1702 of the Ohio Revised Code or an organization exempt from federal taxes under Section 528 of the Internal Revenue Code, as hereinafter amended.

ELEVENTH
Dissolution

Upon the dissolution of the Association, the Board of Trustees shall, after paying or making provision for the payment of all liabilities of the Association, convey any remaining assets to one or more organizations as are selected by a majority vote of the Board of Trustees, provided; however, that such organization(s) shall be exempt from federal income taxation.

[SIGNATURE PAGE FOLLOWS]

The undersigned, as the sole incorporator of the Association, has hereunto subscribed its name, by and through its duly appointed and authorized officer, this 7th day of November, 2003.

Incorporator

WHITE ROAD DEVELOPMENT, INC.

By: 

Printed Name: Josh Simon

Title: VP

Date: 3-21-04

ORIGINAL APPOINTMENT OF STATUTORY AGENT

The undersigned, being the sole incorporator of THE MAYPINE FARM ESTATE SUBDIVISION HOMEOWNERS' ASSOCIATION, INC. (the "Association"), hereby appoints U-B Corporation, an Ohio corporation authorized to act as a statutory agent, to be statutory agent upon whom any process, notice or demand required or permitted by statute to be served upon the Corporation may be served.

The complete address of the agent is 1300 East Ninth Street, Suite 900, Cleveland, Cuyahoga County, Ohio 44114-1583.

WHITE ROAD DEVELOPMENT, INC.

By: 

Printed Name: Josh Simon

Title: VP

Date: 8-29-04

ACCEPTANCE OF APPOINTMENT

The undersigned, U-B Corporation, named herein as the statutory agent for the corporation named herein, hereby acknowledges and accepts the appointment as statutory agent for said corporation.

U-B CORPORATION

By: _____

Printed Name: _____

Title: _____

Date: _____

Exhibit C

By-Laws of the Association