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#### AGREEMENT AND DECLARATION OF COVENANTS RESTRICTIONS, EASEMENTS AND BY-LAWS OF BRIDGE PATH COLONY

FRAMINGHAM GROUP INC. and KINGSWOOD GROUP INC. (hereinafter collectively referred to as the "Developer") submitted certain premises that are a part of a larger tract of land known as the High Point Development in Strongsville, upon which Development a certain Declaration of Covenants and Restrictions for High Point, Strongsville, Ohio, which Declaration was recorded November 24, 1976 in Volume 14414, Page 677 of Cuyahoga County Records and subsequently amended by amendment recorded in Volume 86-3556 page 14 of Cuyahoga County Records. Under the By-laws of the High Point Association, said Association may delegate the performance of functions and powers as they relate to specific portions of High Point Development.

Pursuant to such delegation for Bridge Path Colony, a Declaration οſ Covenants, Restrictions, and Easements ("Declaration") as well as By-laws of Bridge Path Homeowner's Association ("Bylaws") was recorded on January 9, 1987 in Volume 87-0158 page 20 of Cuyahoga County Records.

Developer now desires to amend said Declaration and By-laws in certain respects.

> Surety Tiller Agency, Inc. ORDER NO. At 1582

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LAW OFFICES

The Declaration provides in the beginning paragraph as follows:

"THIS DECLARATION OF COVENANTS, RESTRICTIONS AND EASEMENTS is made and entered into this 13th day of May, 1986 by Bridge Path Group Inc., an Ohio Corporation located in Strongsville, Ohio, which together with its successors and assigns is hereinafter referred to as the "Corporation" or "Developer"."

Such paragraph is hereby amended to read as follows:

"THIS DECLARATION OF COVENANTS, RESTRICTIONS AND EASEMENTS is made and entered into this 13th day of May, 1986 by Kingswood Group Inc. and/or Framingham Group Inc., both Ohio corporations located in Strongsville, Ohio, which together with their successors and assigns are hereinafter collectively referred to as the "Corporation" or "Developer"."

Article 1 of such Declaration reads in part as follows:

### "ARTICLE 1

# 1MPOSITION OF RESTRICTIONS

NOW, THEREFORE,

Bridge Path Group Inc., on behalf of itself and its successors, assigns and grantees, does hereby:"

Such portion of Article I of such Declaration is hereby amended to read as follows:

#### "ARTICLE I

# IMPOSITION OF RESTRICTIONS

NOW, THEREFORE,

Developers (Kingswood Group Inc. and/or Framingham Group Inc.), on behalf of itself and its

successors, assigns and grantees, does hereby:"

Except as amended above, Article I of the Declaration shall remain unchanged and in full force and effect.

Section 5 of Article V of the Declaration and Section 1 of Article X of the By-laws each read in part as follows:

"Each Cluster Site Owner (other than the Developer or its nominee), by acceptance of a deed therefor, whether or not it shall be so expressed in any such deed or other conveyance, is deemed to covenant and agree to pay the Association "Annual Assessments" and "Special Assessments", such assessments to be fixed, established collected from time to time as hereinafter Provided, however, that in no event shall provided. the annual assessment exceed \$480.00 per Cluster Site, in any year until the later of one (1) year after the date when title to the first Cluster Site in the Premises was conveyed to a bona fide Cluster Site Owner or the date on which title to minety percent (90%) of the Cluster Sites in the Premises has been conveyed to Cluster Site Owners, and Developer shall pay any deficiency arising from such limitation upon the Annual Assessment. The Annual Assessments and Special Assessments, together with any interest thereon and costs of collection thereof as hereinafter provided, allocable to each Cluster Site, shall be a charge on such Cluster Site and shall be a continuing lien upon the Cluster Site against which each such assessment is made until paid in full, but such lien shall be inferior to any prior recorded, valid, first-lien mortgage and/or vendor's lien. Provided, however, that during such period of time the aforesaid guarantee is still in effect, the Developer shall have no obligation to pay any assessment upon any Cluster Site still owned by Developer."

Such portion of Section 5 Article V of the Declaration and Section 1 of Article X of the By-laws are hereby amended as follows:

Section 5. Each Cluster Site Owner (other than the Developer or its nominee), by acceptance of a deed therefor, whether or not it shall be so expressed in such deed or other conveyance, is deemed to covenant and agree to pay the Association "Annual Assessments" and "Special Assessments", assessments to be fixed, established and collected from time to time as hereinafter provided. Provided, however, that in no event shall the annual assessment exceed \$900.00 per Cluster Site, in any year until the later of one (1) year after the date when title to the first Cluster Site in the Premises was conveyed to a bona fide Cluster Site Owner or the date on which title to ninety percent (90%) of the Cluster Sites in the Premises has been conveyed to Cluster Site Owners, and Developer shall pay any deficiency arising from such limitation upon the Annual Assessment. The Annual Assessments and Special Assessments, Logether with any interest thereon and costs of collection thereof as hereinafter provided, allocable to each Cluster Site, shall be a charge on such Cluster Site and shall be a continuing lien upon the Cluster Site against which each such assessment is made until paid in full, but such lien shall be inferior to any prior recorded, first-lien mortgage and/or vendor's lien. Provided, however, that during such period of time the aforesaid quarantee is still in effect, the Developer shall have no obligation to pay any assessment upon any Cluster Site still owned by Developer.

Except as amended herein, all remaining portions of Section 5 of Article X of the Declaration and Section 1 of Article X of the By-laws shall remain the same and in full force and effect.

As of the date of this Amendment, the total votes outstanding in the Class A Membership of the Association is 1 and the total votes outstanding in the Class B Membership of the Association is 57. Therefore, the Developer retains the right to amend the Declaration.

IN WITNESS WHEREOF, Framingham Group Inc. and Kingswood Group Inc. has executed this amendment this 5 day of February 1990 by its duly authorized officers.

Witnesses: /	KINGSWOOD GROUP INC.
Susan Rundill	By Strelay/Treasities.
	And By
Lucan Rundell	President  And By and Analyse Secretary

STATE OF OHIO ) SS:	VOL. 90-0717 PAGE 27
COUNTY OF CUYAHOGA )  REFORE ME a Notary Public	in and for said County and State,
personally) appeared the above	_named Kingswood Group Inc., by
foregoing instrument in behalf by its Board of Directors and t	Medged that they did sign the of said Corporation as authorized hat the same is their free act and officers as well as the free act
IN TESTIMONY WHEREOF, I have hereunts set my hand and affixed my official seal this 5th day of hebruary, 1990, at strong will , Ohio.	
	NOTARY PUBLIC
	MICHELE A. SMITH
STATE OF OHIO )	MICHELE A. Sonting Norwy Public-Store of Ohio My Commission Expires August 21, 1994
COUNTY OF CUYAHOGA )	
personally appeared the above-named Framingham Group Inc., by method in the foregoing instrument in behalf of said Corporation as authorized by its Board of Directors and that the same is their free act and deed individually and as such officers as well as the free act and deed of said Corporation.	
IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed my official seal this the day of hebrealf, 1990, at Moxigovill, Ohio.	
	Mikele a Smith NOTARY PUBLIC
This instrument prepared by:	MICHELE A. SMITH Notary Public State of Orio
Jon R. Burney	My Commission Expires August 21, 1894
Attorney at Law	
106 Ohio Savings Building	
106 Ohio Savings Building 22255 Center Ridge Road Rocky River, Ohio 44116	ę: