

DECLARATION OF COVENANTS,
RESTRICTIONS AND EASEMENTS
BRIDGE PATH COLONY

72.00

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".

WHEREAS, the Corporation is owner in fee simple of certain real estate situated in the City of Strongsville, County of Cuyahoga and State of Ohio, which is more fully described in Exhibit A attached hereto and made a part hereof (the "Premises"); and

WHEREAS, the Premises are a part of that certain larger tract of land known as the High Point Development in Strongsville, Ohio, upon which High Point Development a Declaration of Covenants and Restrictions was imposed as recorded in Volume 14414, Page 677 of Cuyahoga County Records (the "High Point Declaration"). Pursuant to such High Point Declaration, there was created the High Point Association, an Ohio not-for-profit corporation to administer and exercise the functions and powers set forth in the High Point Declaration. Under the By-Laws of the High Point Association, said Association may delegate the performance of its functions and powers as they relate to specific portions of the High Point Development; and

WHEREAS, the Corporation desires to develop the Premises as Single Family Detached and Cluster Dwellings, under Section 1125.60 of the Zoning Code of the City of Strongsville, Ohio; and

WHEREAS, the Corporation, for its own benefit, and for the benefit of all future owners, mortgagees and occupants of said Premises or any part thereof, desires to establish the rights, easements, privileges and restrictions hereinafter set forth with respect to said Premises and the use, conduct and maintenance of the Common Properties located therein (the within rights, easements, privileges and restrictions being in addition to, and not in lieu of, any of the rights, easements, privileges and restrictions created upon the Premises by reason of the High Point Declaration).

ARTICLE I

IMPOSITION OF RESTRICTIONS

NOW, THEREFORE,

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

1. Covenant and agree that, subject to the rights reserved to the Developer under the Declaration of Covenants and Restrictions and By-Laws of High Point Association and in Articles III and IV hereof, the Common Areas, as hereinafter defined, which are located within the Premises, shall, at all times during the

term of this Declaration, remain and be used solely as common open-space and for recreational purposes for the non-exclusive use of the Cluster Site Owners within the High Point Development. Provided, however, that Developer may construct, install, use and maintain storm sewers and/or swales within the Common Areas.

2. Reaffirm and acknowledge that the Declaration of Covenants and Restrictions and By-Laws of High Point Association for High Point, Strongsville, Ohio, as recorded in Volume 14414, Page 677 of Cuyahoga County Records is incorporated herein by reference and made a part hereof as fully as if set forth herein at length and all of the terms, conditions and provisions therein, except as expressly amended herein, shall be and are binding upon and inure to the benefit of the Premises of Developer, its successors and assigns.

In addition, High Point Association does hereby agree that the Bridge Path Colony Homeowner's Association, as hereinafter provided, shall administer and exercise all of the functions and powers set forth in the Declaration and By-Laws of the High Point Association as same relate solely and only to the Premises, the Cluster Sites and housing units constructed thereon and the Common Areas located exclusively in the Premises, solely at the cost of the Bridge Path Colony Homeowner's Association.

The Developer has created and granted or may create and grant easements for the installation and maintenance of sanitary sewers, storm sewers, drainage and swales to the City of Strongsville.

No structures (including but not limited to sidewalks and driveways), plantings or other materials shall be placed or permitted to remain within such easement areas which may damage or interfere with the installation and/or maintenance of such improvements in such easement areas or which may change, retard or increase the flow of water through the respective easement areas. The easement areas and all improvements therein shall be maintained continuously by the Association unless those easement areas are accepted by the City of Strongsville and which the City of Strongsville has formally undertaken to maintain. The City of Strongsville shall have the right to enter upon and across each Cluster Site at any place that the City deems necessary in order to install or maintain, or to perform any other function or operation in accordance with such easements.

ARTICLE II

DEFINITIONS

Section 1. "Association" shall mean and refer to the Bridge Path COLONY HOMEOWNERS' ASSOCIATION, an Ohio not-for-profit corporation, its successors and assigns.

Section 2. "Cluster Site Owner" shall mean and refer to the record owner, whether one or more persons or entities, of fee simple title to any Cluster Site which is a part of the Premises, but excluding those persons having such interest merely as security for the performance of an obligation.

Section 3. "Premises" shall mean and refer to that certain real property hereinbefore described in Exhibit A, and any and all additional premises as may be submitted to the within Declaration by Developer as hereinafter provided in Article III hereof.

Section 4. "Common Area" shall mean and refer to those areas of land within the Premises, if any, which are intended to remain as open areas and buffer zones for the common use, benefit and enjoyment of all Cluster Site Owners and which are designated by the term "Common Area", "Common Properties" or any phrase containing those words on any subdivision plat filed upon the Premises. All Cluster Sites abut on publicly dedicated and accepted streets.

Section 5. "Cluster Site" shall mean and refer to any subplot (whether or not improved with a house) shown upon any recorded subdivision plat of the Premises with the exception of the Common Areas. Each Cluster Site shall have a separate permanent parcel number assigned to it by the Cuyahoga County Auditor for tax purposes after recording of the deed to a purchaser from Developer.

Section 6. "Member" shall mean and refer to every person or entity who holds membership in the Bridge Path Colony Homeowners' Association, pursuant to the By-Laws of the Association. Each person or entity who is a record Owner of a fee or undivided fee simple interest in any Cluster Site shall automatically be a Member of the Association, provided that any such person or entity who holds such interest merely as security for the payment of money or performance of an obligation shall not be a Member. The Association (until December 31, 1986, and thereafter until the occurrence of the event specified below) shall have two classes of voting Membership:

CLASS A: Class A Members shall be all Members with the exception of the Developer. Class A Members shall be entitled to one vote for each Cluster Site owned by them.

CLASS B: The Class B Member shall be the Developer. The Class B Member shall be entitled to three votes for each Cluster Site owned by it provided that the Class B Membership shall cease and become converted to a Class A Membership when (but not before December 31, 1989) title to ninety percent (90%) of the Cluster Sites within the Premises has been conveyed by Developer to Cluster Site Owners. From and after the happening of said event, the Class B Member shall be deemed to be a Class A Member and entitled to one vote for each Cluster Site owned by it.

Section 7. "Articles of Incorporation and By-Laws" shall mean the Articles of Incorporation and By-Laws of the Association. The Articles of Incorporation and By-Laws of the Association may contain any provisions not in conflict with this Declaration or any Supplemental Declaration as are permitted to be set forth in such Articles and By-Laws by the nonprofit corporation law of the State of Ohio as from time to time in effect.

Section 8. "City" shall mean the City of Strongsville, a municipal corporation organized and existing under the laws of the State of Ohio. It is specifically acknowledged by all par-

ties to these Covenants and Restrictions that the "City" is a third party beneficiary to these Covenants and Restrictions and has the same authority to administer and enforce these Covenants and Restrictions as they relate to the Common Areas, storm sewers and swales, as more fully set out herein, as does the Association or Developer. The City, as a third party beneficiary to these Covenants and Restrictions and by giving its approval to these documents, shall in no way be deemed to have waived any of its zoning, building or other requirements of ordinances or general law which requirements shall still be binding upon the Premises if they are more restrictive than the requirements set out within these Covenants and Restrictions.

ARTICLE III

POWERS IN DEVELOPER

The Developer reserves the right to make such changes in the boundaries of Cluster Sites and in the Common Areas with the approval of the City as it deems advisable, provided that no such change may be made if same would adversely affect the boundaries or the beneficial use and enjoyment of any Cluster Site then owned by persons other than Developer without the written consent of such person and shall be approved by the Board of Trustees of the Association. In addition, the Developer retains the right to add additional parcels of land to the Premises from time to time hereafter with the prior approval of the City on the following terms and conditions. Additional real property may, upon approval by the Developer prior to fifty (50) years after the sale of the first Cluster Site in the Colony to a bona fide buyer, and thereafter upon approval by the Bridge Path Colony Homeowner's Association in accordance with its By-laws, become subject to the rights, easements, privileges and restrictions contained herein, provided that any such proposed addition is adjacent to the Premises (or to any property added hereto in accordance with terms of this Article). Property abutting or located across a street or highway from any portion of the Premises described in Exhibit A or any property added hereto or located within One Hundred (100) feet from any portion of any property subject to these Restrictions shall be considered to be adjacent to such property. Any such addition shall be made by filing of record an Amendment to these Restrictions extending the application of these Restrictions to such additional property. Such instrument may contain such complementary additions and modifications of these Restrictions as may be necessary to reflect the different character, if any, of the added property and as are not inconsistent with these Restrictions. Such additions shall extend the jurisdiction, functions, duties and membership of the Association to such properties. Nothing, however, shall bind the Developer to add additional property to these restrictions or similar restrictions.

The Developer does hereby reserve and is granted hereby easements across all Common Areas and Cluster Sites for the purpose of maintaining same, for the installation, use and maintenance of all utilities, roads and common facilities necessary for the Colony or any other property located within High Point Subdivision and for access across said Cluster Site and/or Common Area to and from other property located within the High Point Subdivision and for the installation of such improvements to the Premises, any Cluster Site, or any other properties as Developer

may determine, including, but not limited to, electrical, gas, cable, and/or water service lines. Developer does hereby reserve an easement across each Cluster Site for the purpose of installing a second electrical meter on the house, as Developer deems necessary, for the purpose of providing common electrical metering for lighting of Common Areas, signs and street lighting, and an easement to install and maintain and use electrical lines across said Cluster Site to and from said electrical meter.

Developer retains until December 31, 1996, or until such time as Developer has sold all Cluster Sites constructed by Developer in the Premises, whichever event first occurs, the right to construct, install, maintain, use and relocate additional signs and/or existing signs advertising the Property and/or living units therein for sale constructed by Developer; such signs to be located on any portion of the Common Areas as Developer may from time to time designate, together with an easement of access thereto sufficient for the purposes stated herein. Such signs shall comply with all ordinances of the City of Strongsville and shall be aesthetically compatible with the Property in the reasonable discretion of Developer.

The Association may be merged or consolidated with another Association as provided in its Articles, By-Laws or Rules and Regulations. Upon such merger or consolidation, the Association's properties, rights and obligations may, by operation of law, be added to the properties, rights and obligations of the Association as a surviving corporation pursuant to a merger. The surviving or consolidated association may administer the covenants and restrictions established upon any other properties as one plan. No such merger or consolidation, however, shall effect any revocation, change or addition to the covenants and restrictions established by this Declaration within the existing property except as hereinafter provided.

ARTICLE IV

OWNERSHIP, USE AND MANAGEMENT OF THE COMMON AREAS

Section 1. Every Member shall have a non-exclusive right and easement of enjoyment and use of any Common Area which is owned by the Association for use as open space and/or green belt purposes and for recreational purposes, and such easement shall be appurtenant to and shall pass with the title to every Cluster Site, subject to the following provisions:

A. The right of the Association to make reasonable rules and regulations regarding the use of the Common Area by the Members and other persons entitled to such use.

B. The right of the Association to suspend a Member's voting rights and right to use of the Common Area (i) for any period during which any assessment against such Member's Cluster Site remains unpaid, or (ii) for a period not to exceed thirty (30) days, for an infraction of the Association's published rules and regulations by such Member or his family or guests.

C. The right of the Association, with the prior consent of the Developer for so long as Developer owns any parcel of property within the Premises, to dedicate or

transfer all or any part of the Common Area to any public agency, public authority or utility for such purposes and subject to such conditions as may be agreed to by the Board of Trustees of the Association.

D. No use shall be made of the Common Area in violation of the provisions of the High Point Declaration.

Section 2. The right of use and enjoyment of the Common Area shall not commence as to any Cluster Site Owner, his guests and family, until such Cluster Site Owner commences paying assessments pursuant to Article V.

Section 3. The Developer may retain the legal title to the Common Area until such time as all improvements have been completed on the Premises, and until such time, as in the opinion of the Developer, the Association is able to maintain the same but, notwithstanding any provisions herein, the Developer hereby covenants for itself and its successors and assigns that it shall convey the Common Area to the Association no later than December 31, 1989.

ARTICLE V

COVENANT FOR MAINTENANCE AND ASSESSMENTS

Section 1. The Developer shall have the duty to maintain all Common Areas, storm sewers, and swales until such time as all improvements are installed, completed, paid for in full, and turned over to the Homeowner's Association. Maintenance shall include, but not be limited to, painting, repairing, replacing, and caring for all appurtenances, exterior and interior building surfaces, trees, shrubs, grass areas, driveways, walls, concrete, and other improvements in and/or on the Common Area, storm sewers, and swales. The Association shall have the same duty to maintain all Common Area, storm sewers, and swales as does the Developer, as set out in this Article, after title has been conveyed to the Association.

Section 2. The Association shall have the duty to maintain all Common Areas owned by the Association, all landscaping for all Cluster Site Owners (excepting in any private court yard), the painting of exterior surface of all front entrance doors, garage doors and necessary exterior trim around the front entrance doors and garage doors as said maintenance is deemed necessary by the Association, and all storm sewers and swales located in such Common Areas. Maintenance shall include, but not be limited to, painting, repairing, replacing and caring for all of the aforesaid, provided, however, that in the Association's discretion, it need not replace any trees located in any Common Areas or on any Cluster Site which may be damaged or which may die. The Association will snow plow the driveway of each Cluster Site, as deemed necessary by the Association, but the Association will not be required to do any hand shoveling.

Section 3. Each Cluster Site Owner shall maintain (including repair and replacements) the exterior of the house on his Cluster Site, including all windows and glass, all exterior lighting fixtures, exterior light bulbs, aluminum siding, gutters, roof, foundation, outside concrete, sewer maintenance (plugged sewers), gas and electric service lines, exterior heat-

ing and cooling units and heat pumps, privacy fences and decks, at his own cost and expense. In addition, each Cluster Site Owner shall be responsible for snow removal from the sidewalks on his Cluster Site. In the event that a Cluster Site Owner fails to maintain such as herein provided after request by the Association, the Association may make such repairs, replacements or painting, and the Cluster Site Owner shall reimburse the Association on demand, with interest thereon at a rate of interest equal to the prime rate then being charged by the AmeriTrust Company (but in no event higher than the highest rate which may be legally charged) per annum until paid. Any such disbursement by the Association shall be deemed to be a Special Assessment subject to the provisions of Section 4 hereof.

Section 4. The City, as a Third Party beneficiary, may -- although under no obligation or duty to do so -- compel compliance with Sections 1 or 2 of this Article as the City deems necessary by Court action or any other means.

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 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 and collected from time to time as hereinafter provided. Provided, however, that in no event shall 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 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, 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. Each such assessment, together with such interest, costs and reasonable attorneys' fees, shall also be the personal obligation of the person who was the Owner of such Cluster Site at the time when the assessment or charge fell due. Such personal obligation shall not pass to his successors in title unless expressly assumed by them; but, nevertheless, the lien above mentioned arising by reason of such assessment shall continue to be a charge and lien upon the Cluster Site as above provided. Each Cluster Site Owner agrees, upon request of the Association, to execute and deliver to the Association in recordable form a mortgage covering the Cluster Site owned by him, subject only to a prior recorded valid first-lien mortgage and/or vendor's lien, to secure such assessment lien. In any event, such lien for nonpayment of assessments or charges may be enforced by the Association, such sale to be conducted in accordance with the provisions of law applicable to the exercising of powers of sale or foreclosure of mortgages or in any manner permitted by law. In any such foreclosure or sale, the Owner shall be required to pay the costs and expenses of such sale and other proceedings, including reasonable attorneys' fees.

Section 6. All assessments levied and collected by the Association shall be used exclusively for the purposes of:

A. Effecting repairs, replacements, operation and maintenance of the items set forth in Section One hereof. The Association may contract with any person or entity for the performance of all or any portion of the duties of the Association provided herein;

B. Paying ad valorem and other property taxes and assessments levied on any Common Area;

C. Obtaining utility services for the Common Area;

D. Snow plowing of the driveways for each Cluster Site in the discretion of the Association;

It shall be the responsibility of the Association to provide such services for the benefit of the Cluster Site Owners, but only to the extent of the funds received by it from the aforesaid Annual and/or Special Assessments. In providing such services, the Association shall have the sole discretion as to when and to what extent and in what manner such services are to be provided. In addition, the Association shall be authorized and entitled to exercise and perform all of the functions, duties and powers delegated hereto by the High Point Association as same relate to the Premises.

Section 7. The Annual Assessments provided for herein shall commence as to each Cluster Site on the first day of the calendar month following the conveyance of the Cluster Site by Developer to the Cluster Site Owner. The Association shall, upon request of a Cluster Site Owner at any time, furnish a certificate in writing signed by an officer of the Association setting forth whether the assessment on the Cluster Site owned by such Owner has been paid. A reasonable charge may be made by the Association for the issuance of these certificates. Such certificate shall be conclusive evidence of payment of any assessment therein stated to have been paid. The assessment for each Cluster Site shall be the same for all Cluster Sites irrespective of differences in size of Cluster Site or houses constructed thereon.

Section 8. Any assessment which is not paid within ten (10) days after due shall be delinquent and shall bear interest from the due date thereof at the rate of interest equal to the prime rate then being charged by AmeriTrust (but in no event higher than the highest rate which may be legally charged) per annum. The Association shall be entitled to bring an action at law against the Owner personally obligated to pay same and/or to foreclose the lien against the Cluster Site; and interest, costs and reasonable attorneys' fees for such action shall be added to the amount of such assessment and be secured by the lien against the Cluster Site. No Owner may waive or otherwise escape liability for the assessments provided for herein by non-use of the Common Area or abandonment of his Cluster Site.

Section 9. No diminution or abatement of assessments shall be allowed or claimed for inconvenience or discomfort arising from the making of repairs or improvements to the Common Area or from any action taken to comply with any law, ordinance or order of a governmental authority.

Section 10. The Association shall have the right to cause written notice of delinquency in payment of assessments to be mailed to the mortgagee of record, if any, of the Cluster Site on which assessments have not been paid. Such notice shall be deemed sufficient if mailed postage prepaid to said mortgagee at the last known address thereof as indicated on the recorded mortgage, within fifteen (15) days after due date of said assessment.

Section 11. After the transfer of title to the Common Area to the Association, the City shall have the right but not the obligation to impose any special assessments for improvements made by the City which would otherwise be a lien on the Common Area, on the Cluster Sites within the Development area or the real property on which said Cluster Sites are located, on an equitable basis to be determined by the City.

Section 11. The following property shall be exempted from the assessments and liens created herein:

A. All properties to the extent of any easement or other interest therein dedicated and accepted by the City of Strongsville and devoted to public use.

B. All properties of the City of Strongsville exempted from taxation by the laws of the State of Ohio, upon the terms and to the extent of such legal exemption.

ARTICLE VI

RESTRICTIONS ON USE BY CLUSTER SITE OWNER

No building, fence, hedge, garage, driveway, parking area, shed, wall or other structure or improvement shall be constructed and/or expanded upon any Cluster Site except with the prior written consent of three-fourths of the Cluster Site Owners. No porches, decks, awning, shutters, patios, trim, antennae, or other attachment, improvement or appurtenance to the house shall be constructed and/or expanded upon any Cluster Site except with the prior written consent of three-fourths of the Cluster Site Owners. The exterior color of the house and/or trim shall not be changed in material and/or color except with the prior written consent of three-fourths of the Cluster Site Owners. The landscaping originally installed upon the Cluster Site by Developer shall not be changed in material except with the prior written consent of three-fourths of the Cluster Site Owners. Exterior entrance doors and overhead garage doors may not be replaced except with the prior written consent of three-fourths of the Cluster Site Owners.

ARTICLE VII

HAZARD INSURANCE

Each Cluster Site Owner shall maintain a homeowner's Class 3 policy of fire and extended coverage hazard insurance (with a malicious mischief and vandalism endorsement) upon the house located upon his Cluster Site, plus any landscaping on the Cluster Site, with replacement cost endorsement, in an amount not

less than ninety percent (90%) of the full insurable value of such house. Said policy shall name the Association as an additional insured, and at the request of the Association, all insurance proceeds payable as a result of damage to a Cluster Site shall be paid to an insurance trustee satisfactory to the Association to be used for the sole purpose of repairing and restoring the house. Said policy shall include a policy of public liability insurance upon the Cluster Site and the Common Areas with such limits of coverage as the Association may select. Such public liability policy shall name the Association as an additional insured. In the event of any damage to or destruction of the house, the Cluster Site Owner shall promptly commence repair and restoration of the house to the condition existing prior to such damage or destruction, using the insurance proceeds to the extent available. If the Cluster Site Owner does not promptly commence said restoration and thereafter diligently complete said restoration, the Association shall have the right to enter upon the Cluster Site and complete said restoration, using the insurance proceeds for such purpose. The Association shall be furnished with a copy of said policies and originals of said endorsements prior to ten (10) days before the expiration of each policy each year.

ARTICLE VIII

DURATION, WAIVER AND MODIFICATION

Section 1. The covenants and restrictions of this Declaration and any Supplemental Declaration shall run with the land and shall inure to the benefit of and be enforceable by and against the Association, the Developer and any other Owner and their respective legal representatives, heirs, devisees, successors and assigns until December 31, 2006, after which time, said covenants and restrictions shall be automatically renewed for successive periods of five (5) years each unless modified or cancelled, effective on the last day of the then current term or renewal term, at a meeting of the Members by the affirmative vote of Members entitled to exercise three-fourths (3/4) of the voting power of the Association, provided that such meeting shall be held at least one (1) year in advance of such effective date, and written notice of such meeting shall be given to each Member at least sixty (60) days in advance of the date of such meeting, stating that such modification or cancellation will be considered at such meeting. Promptly following the meeting at which such modification or cancellation is enacted, the President and Secretary of the Association will execute and record an instrument reciting such modification or cancellation.

Section 2. Until December 31, 1996, or when the total votes outstanding in the Class A Membership of the Association equal the total votes outstanding in the Class B Membership as provided in Article II, Section 6 hereof, whichever event later occurs, the Developer shall be entitled to modify any of the provisions of these covenants and restrictions or to waive any such provisions either generally or with respect to particular properties if in the judgment of the Developer, the development or lack of development of the Premises requires such modification or waiver or if in the judgment of the Developer, the purposes of the general plan of development will be better served by such modification or waiver, provided that the Developer may not, pursuant to this Section 2, increase the maximum annual assessment provid-

ed by Section 4 of Article V for the first year from the date when title to the first Cluster Site in the Premises was conveyed to a bona fide Cluster Site Owner. Promptly following any modifications of the covenants and restrictions of this Declaration adopted by the Developer, pursuant to this Section 2, the Developer shall execute and record an instrument reciting such modification. The Developer shall have the right to assign its rights hereunder.

Section 3. The covenants and restrictions of this Declaration may be modified effective on the ninetieth (90th) day following a meeting of the Members held for such purposes by the affirmative vote of Members entitled to exercise ninety percent (90%) of the voting power of the Association provided that written notice shall be given to every Member at least sixty (60) days in advance of the date of such meeting stating that such modification will be considered at such meeting. Promptly following the meeting at which such modification or cancellation is enacted, the President and Secretary of the Association shall execute and record an instrument reciting such modification or cancellation.

Section 4. Notwithstanding anything in these Covenants and Restrictions to the contrary, the duties and obligations of either the Developer or Association, as they relate to the Common Area and the authority to enforce these duties and obligations shall be of unlimited duration, shall be non-modifiable and shall be non-waiverable without the prior written consent of the City.

Section 5. In addition, for each day of any violation of any of the covenants hereinafter the expiration of ten (10) days written notice to the Owner of such alleged violation, there shall be due and payable by the Owner a fine of \$50 and such fine shall be subject to collection and secured in the same manner as assessments not paid by the Owner under Article V, Section 4 hereof.

ARTICLE IX

GENERAL PROVISIONS

Section 1. All notices given or required to be given by the Association to its Members shall be deemed to have actually been given if actually received and, whether or not actually received, when deposited in the United States mail, postage prepaid, and addressed to the Member at his address as it appears on the books of the Association.

Section 2. If at any time all or any portion of the Common Area, or any interest therein, be taken for any public or quasi-public use, under any statute, by right of eminent domain or by private purchase in lien of eminent domain the entire award in condemnation shall be paid to the holder or holders of the fee title to such areas as their interests may appear. Any such award to the Association shall be deposited into the operating fund of such Association. No owner shall be entitled to participate as a party, or otherwise, in any proceeding relating to such condemnation, such right of participation being herein reserved exclusively to the Association or other holder of the fee title which shall, in its name alone, represent the interests of all Owners to the extent such Owners have any interest.

Section 3. The powers and duties herein specifically imposed upon the Association are imposed for the purposes of enabling and requiring the Association to administer, apply and enforce these covenants, agreements and restrictions so as to establish and maintain high and uniform social and moral standards in the Premises and to protect the value of property therein against impairment by any detrimental use, transfer or occupancy. For such purpose, the Association shall have and use all powers herein specifically imposed, and also all other powers and duties properly incidental thereto or necessary or appropriate in the exercise thereof.

Section 4. If the Owners or any of them or their heirs or assigns shall violate or attempt to violate any of the covenants herein, it shall be lawful for any other person or persons owning any real property in the Premises, or for the Association as representative of such owners, to prosecute any proceedings at law or in equity against the person or persons violating or attempting to violate any such covenant, and either to prevent him or them from doing so or to recover damages for such violation. Failure to enforce any covenant shall not constitute a waiver of or acquiescence or consent to any current or subsequent violation of any of such covenant. In addition, for each day of any violation of any of the covenants herein after the expiration of ten days written notice to the Owner of such alleged violation, there shall be due and payable by the Owner a fine of \$50 and such fine shall be subject to collection and secured in the same manner as assessments not paid by the Owner under Article V, Section 4 hereof.

Section 5. Invalidation of any of these covenants by judgment or court order shall in no wise effect any of the other provisions which shall remain in full force and effect.

Section 6. The Association shall have the right to waive or modify any of these restrictions and their application to any of the parcels with the consent of the Owner of the Cluster Site with respect to which such restrictions are waived or modified if, in the Association's judgment, which shall be conclusive, such waiver or modification will be in general keeping with the character of the then existing development of the Premises and desirable for its further development, but any such waiver or modification shall be in writing and delivered to each Owner.

Section 7. The herein enumerated restrictions, rights, reservations, limitations, agreements, covenants and conditions shall be deemed as covenants and not as conditions hereof, and shall run with the land, and shall bind the Developer and all parties and all persons claiming under it.

IN WITNESS WHEREOF, the undersigned have hereunto executed this instrument the 13th day of May, 1986 by its duly authorized officer.

Signed and acknowledged
in the presence of:

KINGSWOOD GROUP, INC.

Herman J. Kappel
Joannette Sekarak

By

John J. Lytle
President

STATE OF OHIO)
) SS
COUNTY OF CUYAHOGA)

BEFORE ME, a Notary Public in and for said County and State,
personally appeared the above-named Kingswood Group, Inc.,
an Ohio corporation, by Richard A. Puzzitiello, its President,
who acknowledged that he did sign the foregoing instrument and
that the same is his free act and deed individually and as such
officer and the free act and deed of such corporation.

IN TESTIMONY WHEREOF, I have hereunto set my hand and
official seal at Strongsville, Ohio, this 13th day of
May, 1986.

Catherine J. Shugart
Notary Public - State of Ohio
My commission expires
May 1, 1991

This instrument prepared by:

Stanley A. Williams
1100 Huntington Building
Cleveland, Ohio 44115
(216) 696-1100

Approved as to legal form only

by the Law Department of the

City of Strongsville

by, Samuel J. Kolich,

Assistant Director of Law.

Dated June 24, 1986

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Deed
12⁵⁰
10400
APR 28 1989

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RECORDED THIS DATE
TRANSMITTED
CUYAHOGA COUNTY RECORDER

69 APR 11 AM 10:53

MODIFICATION

to the

DECLARATION OF COVENANTS
RESTRICTIONS AND EASEMENTS
of
BRIDGE PATH COLONY

This Modification to the Declaration of Covenants, Restrictions and Easements for The Bridge Path Colony Cluster Development, hereinafter called Declaration, is made and executed on this the 10th day of April, 1989 pursuant to the provisions of Article VIII, Section 2, of the Declaration by Kingswood Group, Inc., hereinafter called Developer.

WHEREAS, the Developer, an Ohio Corporation, as the original fee owner and developer of The Bridge Path Colony Cluster Development in the City of Strongsville, County of Cuyahoga, and State of Ohio, did on the 13th day of May, 1986 execute the original Declaration and did on the 9th day of January, 1987 file it with the Cuyahoga County Recorder at Volume 87-0158, Page 20 et seq. of the Recorder's Records; and,

WHEREAS, the Developer in its judgment has determined that the purposes of the general plan of development of The Bridge Path Colony Cluster Development will be better served by modifying the terms and conditions of the Declaration to include Article VI A.

NOW, THEREFORE, effective on the date that this instrument is filed for record with the Cuyahoga County Recorder, the following Article VI A shall be deemed to be fully incorporated into the Declaration as of the date of the original filing of the Declaration:

ARTICLE VI A

MUTUAL RECIPROCAL EASEMENTS

Section 1. Easements. Reciprocal, affirmative easements over and on the Premises, each parcel of land comprising a Cluster Site, the Cluster Dwelling Common Area, and abutting on any side, front, or rear of any Cluster Site conveyed in this development are granted with and appurtenant to each Cluster Site so conveyed to each fee owner, their successors or assigns, and The Bridge Path Colony Homeowner's Association for, but not limited to, the following:

(a) Encroachment of any driveway or apron, sidewalk, wall, eave, foundation, gutter, roof overhang, fence, gate, concrete patio, wood deck, chimney or appertaining part thereto of a dwelling on a Cluster Site resulting from the original construction of the dwelling by the Developer, its successors or assigns, or as the result of subsidence or shift of land or building; and,

(b) Maintenance, staining, painting, foundation repair or any reasonable cause or use to make repairs or to maintain a Cluster Site and Dwelling conveyed hereunder, in this development; and,

(c) The dominant estate and The Bridge Path Colony Homeowner's Association shall be under a legal duty and obligation to the servient estate to repair or replace any damage or injury to the servient estate caused or occasioned by the exercise or use of the Easements granted in (a) and (b) above, even though such use has been reasonable and for the purposes described; and,

(d) However, in no event shall a valid Easement for any encroachment or trespass be created in favor of any owner, tenant, or occupant of any Dwelling or Cluster Site if such encroachment or trespass occurred due to the willful conduct of such owner, tenant, or occupant through the use of Easement granted in (b) above or as contemplated by (a) above.

IN WITNESS WHEREOF, this Modification of the Declaration of Covenants, Restrictions and Easements for The Bridge Path Cluster Development has been duly executed by its authorized officer on the date first appearing above.

Signed in the presence of:

KINGSWOOD GROUP, INC.: Developer

By: Richard A. Puzzitiello
Title: Secretary/Treasurer

STATE OF OHIO)
) ss.
County of Cuyahoga)

BEFORE ME, a Notary Public in and for said County and State, personally appeared the above-named Kingswood Group, Inc., an Ohio corporation, by Richard A. Puzzitiello, its Secretary/Treasurer, who acknowledged that he did sign the foregoing instrument and that the same is his free act and deed individually and as such officer and the free act and deed of such corporation.

IN TESTIMONY WHEREOF, I have hereunto set my hand and official seal at Strongsville, Ohio, this 10th day of April, 1989.

CATHERINE J. SHUGARS
Notary Public - State of Ohio
My Commission Expires May 1, 1991

Catherine J. Shugars
Notary Public

This instrument prepared by:
William F. Mahoney, Attorney
P.O. Box 8916, Strongsville
Ohio 44136 (216) 238-6915