

FROST ROAD DEVELOPMENT ASSOCIATES  
AND  
GREENTREE I LIMITED PARTNERSHIP ✓

TO

GREENTREE HOMEOWNERS' ASSOCIATION ✓

DECLARATION OF COVENANTS AND RESTRICTIONS

FOR

GREENTREE PLANNED UNIT DEVELOPMENT

This will certify that copies of this Declaration of Covenants and Restrictions, with the following Exhibit attached, have been filed in the office of the Auditor of Portage County, Ohio.

Exhibit "A" - General Plan of GreenTree

PORTAGE COUNTY AUDITOR

BY: \_\_\_\_\_

DATED: \_\_\_\_\_, 199\_\_

16481

This instrument prepared by:  
Donald L. Martin  
Attorney at Law  
10800 Ravenna Road  
Twinsburg, OH 44087  
(216) 425-3500

RECEIVED FOR RECORD  
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At 1:01 O'clock PM.  
Recorded Dec. 24, 1992  
in Portage County Records  
Of Deeds  
Vol. 1136 Page 265-292

HELEN M. FREDERICK  
PORTAGE COUNTY RECORDER

Fee 62.00 INDEXED

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**DECLARATION  
OF  
COVENANTS AND RESTRICTIONS  
FOR  
GREENTREE HOMEOWNERS ASSOCIATION  
Streetsboro, Ohio**

This Declaration, made this 1st day of September, 1992 by FROST ROAD DEVELOPMENT ASSOCIATES, an Ohio General Partnership, with Whitlatch & Co., an Ohio Corporation, and GreenTree I Limited Partnership, as its General Partners, having its principal office at 10800 Ravenna Road, Twinsburg, Ohio 44087 (hereinafter "Developer") and GREENTREE I LIMITED PARTNERSHIP, having its principal office at 4911 Caroline Drive, Warrensville Heights, Ohio 44128 (hereinafter "Grantor").

**WITNESSETH:**

WHEREAS, Grantor is the owner of certain property described in Article II of this Declaration and desires to create thereon and on properties which may hereafter be made subject to this Declaration, a residential community with permanent Open Spaces and other Common Facilities for the benefit of the said community; and

WHEREAS, the Developer and the Grantor, pursuant to a general plan of residential development as proposed by the Developer and approved by the City of Streetsboro, desire to provide for the preservation of the values and amenities in said community, and the permanent care and maintenance of said Open Spaces and Common Facilities; and to this end, desire to subject the real property described in Article II, together with such additions as may hereafter be made thereto (as provided in Article II), to the covenants, restrictions, charges and liens hereinafter set forth, each and all of which is and are for the benefit of said property and each owner thereof; and

WHEREAS, the Developer and the Grantor have deemed it desirable for the efficient preservation of the benefits and amenities in said community to create an agency to which should be delegated and assigned the power of maintaining and administering the Open Spaces and Common Facilities, to administer and enforce the covenants and restrictions, and to collect and disburse the Association Assessments and Charges hereinafter created; and

WHEREAS, the Developer and the Grantor have caused to be incorporated under the laws of the State of Ohio, GreenTree Homeowners' Association, an Ohio "not-for-profit" corporation, for the purpose of exercising the aforesaid functions;

NOW, THEREFORE, the Developer and the Grantor hereby declare that the real property described in Article II, and such additions thereto as may hereafter be made

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pursuant to Article II hereof, is and shall be held, transferred, sold, conveyed and occupied subject to the covenants, restrictions, easements, charges and liens (sometimes referred to as "Covenants and Restrictions") hereinafter set forth, and further specifies that this Declaration shall constitute covenants to run with the land and shall be binding upon the Developer and the Grantor, their successors and assigns, and all subsequent owners of all or any part of said real property, together with their grantees, successors, heirs, executors, administrators or assigns.

## ARTICLE I

### DEFINITIONS

The following words, when used in this Declaration or any Supplemental Declaration (unless the context prohibits) and amendments, shall have the following meanings:

(a) "Association Assessments", sometimes referred to as "Charges" shall mean the fee charged equally of all Lot and Living Unit Owners for the purpose of administering the GreenTree Homeowners' Association and for the repair and maintenance of all Common Property of GreenTree Homeowners' Association within GreenTree Planned Unit Development. "Association Assessments", for the purpose of this Declaration shall be distinguished from common assessments charged proportionately against all Unit Owners within a Condominium Domain.

(b) "Association" shall mean and refer to the GreenTree Homeowners' Association. "Association" is to be distinguished from "Condominium Association" which means the organization of Unit Owners established for the administration of a condominium under the provisions of Chapter 5311 of the Ohio Revised Code.

(c) "Association Expenses" shall mean expenses incurred by GreenTree Homeowners' Association for administration of the Common Properties, and other responsibilities of the Association for which the Association Assessments are levied. "Association Expenses" are to be distinguished from "Common Expenses" which are the common charges within a Condominium Domain designated as such in the Ohio Revised Code, Chapter 5311, a Condominium Declaration and its By-laws, or any one or more of such documents.

(d) "City" shall mean the City of Streetsboro, Ohio, a municipal Corporation.

(e) "Common Properties" shall mean any property owned by the Association and any structure or improvement thereon and are sometimes referred to as "Open Spaces" and "Common Facilities". This would include Blocks owned by the Association and easements running to the benefit of the Association. "Common Properties" are to

be distinguished from "Common Areas and Facilities" within a Condominium Domain which are for the exclusive use of the Condominium Association and its Unit Owners.

(f) "Condominium Domain" shall mean any portion of the Premises together with all buildings, improvements and structures now or hereafter located thereon and all personal property therein or thereon which are at any time owned by a Condominium Association for the common use or enjoyment of the Unit Owners within a particular Condominium as created under Chapter 5311 of the Ohio Revised Code.

(g) "Declaration" shall mean this Instrument, "Declaration of Covenants and Restrictions for GreenTree Homeowners' Association", and all Exhibits hereto, and shall include any Supplemental Declarations and any amendments.

(h) "Developer" shall mean and refer to Frost Road Development Associates, an Ohio General Partnership, with Whitlatch & Co., and GreenTree I Limited Partnership, as its General Partners.

(i) "Existing Property" shall mean Blocks A, A-1, A-2 and B within Greentree Village Subdivision No. 2.

(j) "Grantor" shall mean and refer to GreenTree I Limited Partnership which is the owner of the Existing Property being made subject to the Covenants and Restrictions.

(k) "Living Unit" shall mean and refer to any building, or any portion of a building (whether existing or proposed) situated within the Properties, designed and intended for use and occupancy as a residence by a single family.

(l) "Lot" shall mean and refer to any subplot (whether or not improved with a house) shown upon any recorded subdivision plat of the Properties. It shall also mean and refer to any house or other structure erected on such Lot.

(m) "Member" shall mean and refer to all those Owners called Members of the Association as provided in Article III, Section 1, hereof.

(n) "Owner" shall mean and refer to the record owner, whether one or more persons or entities, of the fee simple title to any Lot or Living Unit situated upon the Properties, but shall not mean or refer to a mortgagee thereof unless and until such mortgagee has acquired title pursuant to foreclosure, or any proceeding in lieu of foreclosure.

(o) The "Properties" shall mean and refer to the property described in Article II and any additions made thereto in accordance with Article II.

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(p) "Special Association Assessment" shall mean a fee charged against each Owner of a Lot or Living Unit for improvements or other capital expenditure, for emergency, operating, maintenance or repair costs, and for other costs and expenses not anticipated in determining the applicable Annual Association Assessment.

(q) "Trustees" shall mean the individuals selected and given authority to administer the affairs of the Association, organized as stated in Article VIII, Section 1., with duties as stated in Article VIII, Section 2.

## ARTICLE II

### PROPERTIES SUBJECT TO THE DECLARATION:

#### SECTION 1. Existing Property.

The real property which is and shall be held, transferred, sold, conveyed and occupied subject to this Declaration located in the City of Streetsboro, Ohio, includes Blocks A, A-1, A-2 and B of Greentree Village Subdivision No. 2, recorded in Book 92-26 of the Portage County Records, subject to all legal highways.

All of the aforesaid real property shall hereinafter be referred to as the Existing Property.

#### SECTION 2. Reservation of Right and Option to Expand

Grantor does hereby reserve the right and option to expand the property subject to this Declaration to include all of Parcel "A" and Parcel "B" of GreenTree Planned Unit Development as shown on Exhibit "A" and as approved by the City.

Said right and option shall exist solely with the Grantor, not requiring the approval of any of the Members, and may be exercised at any time. The aforescribed expansion property may be added at one time in its entirety or may be offered in several Phases, each Phase being offered individually.

#### SECTION 3. Reservation of Rights to Offer Dedication and Easements

The Grantor, its successors and assigns, reserves the right to offer dedications and easements within the Existing Property and any additions thereof and/or across the Common Properties. Such reservation of right to offer dedications and easements shall not require the consent of the Membership.

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SECTION 4.            Addition of lands by Grantor

Additional lands may become subject to this Declaration in the following manner:

(a) The Grantor, its successors and assigns, shall have the right to make subject to this Declaration additional properties in future phases of the development of GreenTree. Nothing, however, contained herein shall bind the Grantor, its successors or assigns, to make any additions or to adhere to any particular plan of development.

(b) Any such addition shall be made by filing for record a Supplemental Declaration of Covenants and Restrictions by the Grantor with respect to the additional property which shall extend the covenants and restrictions of the Declaration to such property. Such Supplemental Declaration may contain additions and modifications of these Covenants and Restrictions as may be necessary to reflect the different character, if any, of the added property and as are not inconsistent with the scheme of these Covenants and Restrictions. In no event, however, shall such Supplemental Declaration revoke, modify or add to the Covenants and Restrictions established by this Declaration within the Existing Property. Revocations, modifications or additions to this Declaration may only be accomplished pursuant to the provisions for amendments as stated in Article IX, nor shall such instrument provide for assessment of the added property at a lower rate than that applicable to the Existing Property.

(c) Such additions shall extend the jurisdiction, functions, duties and membership of the Association to such properties.

(d) Grantor shall have the right to assign any and all of the rights reserved to it in this Article II.

(e) Grantor on its own behalf as the owner of all the Existing Property, and on behalf of all subsequent Owners, hereby consents to and approves, and each subsequent Owner and his mortgagee by acceptance of a deed conveying such ownership interest, as the case may be, thereby consents to and approves the provisions of this Article II, including without limitation and the generality of the foregoing, any Supplemental Declaration and the amendment and modification of this Declaration by Grantor in the manner provided in this Article II herein and Article VII herein.

SECTION 5.            Changes in Blocks and Lots.

The Developer and the Grantor hereby reserve the right to make such changes in the boundaries of Blocks and Lots with the approval of the City as it deems advisable, provided that no such change may be made if the same would adversely affect the boundaries of any Block or Lot then owned by the Association, any Condominium Domain or any Owner other than the Developer or the Grantor, without the written

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consent of such Owner, the Board of Managers of a Condominium Domain or the Trustees of the Association.

### ARTICLE III

#### MEMBERSHIP AND VOTING RIGHTS IN THE ASSOCIATION

##### SECTION 1. Membership.

Each person or entity who is a record Owner of a fee or undivided fee simple interest in any Lot or Living Unit shall automatically be a Member of the Association, provided that any such person or entity who holds such interest merely as a security for the payment of money or performance of an obligation shall not be a Member. When more than one person holds such interest or interests, in any Lot or Living Unit, all such persons shall be Members, but for quorum, voting, consenting and all other rights of Membership, such person shall collectively be counted as a single Member, and entitled to one vote for each such Lot or Living Unit, which vote for such Lot or Living Unit shall be exercised as they among themselves may agree. Each such Member shall be jointly and severally liable for the payment of the assessments hereinafter provided with respect to such Lot or Living Unit.

Each Owner of a Lot or Living Unit shall remain a Member of the Association until such time as his Ownership shall for any reason cease, at which time his Membership in the Association shall likewise cease.

##### SECTION 2. Voting Rights.

The Association shall have two classes of voting members in GreenTree Homeowners' Association:

**CLASS A:** Class A Members shall be all Members with the exception of the Developer or the Grantor. Class A Members shall be entitled to one vote for each Lot or Living Unit 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 Lot or Living Unit owned by it or the Grantor provided that the Class B Membership shall cease and become converted to a Class A Membership when the total votes outstanding in the Class A Membership equal the total votes outstanding in the Class B Membership as computed upon the basis set forth above. 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 Lot or Living Unit owned by it.

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SECTION 3. Articles and Regulations of the Association.

The Articles of Incorporation and Regulations of the Association may contain any provisions not in conflict with the Declaration as are permitted to be set forth in such Articles, Bylaws and Regulations by the not-for-profit corporation law of the State of Ohio as it may be in effect from time.

ARTICLE IV

MATTERS AFFECTING TITLE AND RESERVED EASEMENTS UPON THE PROPERTIES

SECTION 1. Open Space Blocks.

Open Space Block A-1 containing the Community Building and retention facilities, and Open Space Block A-2 will be deeded to GreenTree Homeowners' Association at such time as the Developer has completed initial improvements thereon and these Blocks will be maintained by the Association. The Developer hereby reserves the right to enter into a lease with the Association for the use of the Community Building as a sales and marketing center for GreenTree and shall pay rent to the Association in an amount sufficient to cover the cost of operation and maintenance of the Community Building.

SECTION 2. Public Utility Easements.

The Developer and the Grantor do hereby reserve and are hereby granted easements across all Blocks and Lots for the installation, use and maintenance of all roadways and utilities as Developer may determine, including, but not limited to, electrical, gas, T.V. cable, sewer and/or water service lines. The Association, upon the request of the Developer or the Grantor shall execute plats and easement agreements in recordable form evidencing any such easements. Neither the Developer nor the Grantor are hereby assuming any obligation to maintain, repair or replace such easement areas.

SECTION 3. Oil and Gas Lease.

The Developer and Grantor hereby acknowledge the presence of an Oil and Gas lease to POI Energy, Inc., covering the Existing Property, relating to underground mineral rights only. No surface construction, right of entry or drilling activity is permitted on the Existing Property.

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SECTION 4. Landscaping and Signage

The Developer and Grantor do hereby reserve an easement 15' in width parallel to both sides of the Right of Way for GreenTree Parkway for landscape treatment, mounding and signage. Said easement shall exist for the benefit of, and is hereby assigned to the Association.

ARTICLE V

COVENANT FOR  
ASSOCIATION ASSESSMENTS

SECTION 1. Obligation for Annual Association Assessments or  
Special Association Assessments.

Each Owner shall pay his proportionate share of Annual Association Assessments and any Special Association Assessments and other Charges levied against a Lot or Living Unit owned by him in the manner and at such times as provided herein, and no Owner shall exempt himself from the liability therefor by waiver of the use or the enjoyment of any of the Common Properties or by abandonment of his Lot or Living Unit.

The purposes of the Association Assessments are as follows:

(a) An Annual Association Assessment for the administration of the Association, its continued operation, maintenance and repair of the Common Properties, the landscaping, mounding and signage within the easement area along Greentree Parkway, the weekly collection of trash, and for the Association's performance of its other functions and responsibilities; and

(b) Special Association Assessments for improvements or other capital expenditures, for emergency, operating, maintenance or repair costs, and for other costs and expenses not anticipated in determining the applicable Annual Association Assessment.

Each Association Assessment shall be in the same amount for each Lot or Living Unit. Each Lot or Living Unit shall be subject to a lien in favor of the Association securing any and all unpaid Annual Association Assessments and Special Association Assessments. All Annual Association Assessments and Special Association Assessments, together with interest thereon as herein provided, shall be a charge upon such Lot or Living Unit and if not paid within thirty (30) days after their due date, the Association shall have a lien in the amount of any Annual Association Assessment or Special Association Assessment, interest thereon and the cost of collection, upon the Lot or Living Unit. Each such Annual Association Assessment or Special Association

Assessment, together with interest thereon and the cost of collection thereof, as hereafter provided, shall also be the personal obligation of any person who was the Owner of such property at the time when any Annual Association Assessment or Special Association Assessment fell due and payable.

SECTION 2. Annual Association Assessments.

The Annual Association Assessment shall be levied by the Trustees of the Association prior to the date of the annual meeting of the Members, in such amounts as the Trustees in their sole discretion shall deem reasonably necessary to meet expenses anticipated during the ensuing year and necessary for the creation of reasonable reserves for anticipated future operating or capital expenditures. At the annual meeting of the Members, the amount of the Annual Association Assessment as levied by the Trustees may be increased or decreased by the affirmative vote of Members entitled to exercise a majority of the voting power of the Association. In no event, however, shall the Annual Association Assessment for years beginning prior to January 1, 1995, exceed One Hundred and Eighty (\$180.00) per Lot or Living Unit.

The Developer shall have the obligation to pay any Annual Association Assessment upon any Lot or Living Unit owned by the Developer or Grantor; however, the Developer will not pay that portion of the Annual Association Assessment that covers trash collection for unoccupied Lots or Living Units owned by the Grantor or the Developer.

SECTION 3. Special Association Assessments.

Special Association Assessments may be levied by the Association from time to time at a meeting of the Members by the affirmative vote of Members entitled to exercise a majority of the voting power of the Association and, if there be more than one class of Membership, then by the affirmative vote of Members entitled to exercise a majority of the voting power of each class of Membership; provided however, that written notice shall be given to each Member at least thirty (30) days in advance of the date of such meeting stating that a Special Association Assessment will be considered, discussed and acted upon at such meeting. Special Association Assessments may, if so stated in the Resolution authorizing such Special Association Assessment, be payable in installments over a period of months or years.

The Developer shall have the obligation to pay any Special Association Assessment upon any Lot or Living Unit owned by the Developer or Grantor.

SECTION 4. Due Dates of Association Assessments; Defaults.

The due date of the Annual Association Assessment shall be January 1 in each year, payable in monthly installments. The due date of any Special Association

Assessment shall be fixed in the Resolution of the Members authorizing such Special Association Assessment, and written notice of such Special Association Assessment shall be given to each Owner subject thereto at least sixty (60) days in advance of such due date. Once a Special Association Assessment is authorized and notice is given, there shall be no requirement for additional notice prior to any installment which may be due.

SECTION 5. Association Assessment Liens; Costs of Enforcement.

If an Annual Association Assessment or Special Association Assessment, or installment of an Annual Association Assessment or Special Association Assessment, is not paid within thirty (30) days after same has become due and payable, the Association may file a lien against the Lot or Living Unit which shall be prior to all other liens subsequently arising or created, except:

- (i) Real estate taxes and assessment liens of record; and
- (ii) First mortgage liens of record.

Such lien may be foreclosed in the same manner as a mortgage on the Lot or Living Unit on behalf of all the Lot Owners and Living Unit Owners by the President of the Association, pursuant to the authorization of the Trustees of the Association. During the pendency of any such foreclosure, the Lot Owner or Living Unit Owner shall be required to pay a reasonable rental for the Lot or Living Unit and the Trustees of the Association shall be entitled to appoint a receiver to collect the same. The Trustees, acting on behalf of the Owners of all Lots and Living Units, shall have the power to bid on the Lot or Living Unit at the foreclosure, and to acquire, hold, mortgage, and convey the same. Suit to recover a money judgment for unpaid Annual Association Assessments or Special Association Assessments may also be maintained without foreclosure or waiving the lien securing the payment of such Assessments.

A Lot Owner or Living Unit Owner (whether by his or her conduct or the conduct of any occupant) violating any provision in this Declaration or any rule adopted hereunder, shall pay to the Association, in addition to any other sums due, all costs and expenses incurred by the Association in connection with the enforcement of said provisions or rules, or collection of any delinquent account, including attorney's fees, recording costs, court costs, title reports or any similar type of cost.

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## ARTICLE VI

### PROPERTY RIGHTS IN THE COMMON PROPERTIES

#### SECTION 1. Members' Easement of Use and Enjoyment.

Subject to the provisions of this Declaration, every Member shall have a right and easement of enjoyment in and to the Common Properties, such easement shall be appurtenant to and shall pass with the title to every Lot or Living Unit.

#### SECTION 2. Title to Common Properties.

The Developer or the Grantor shall convey title to the Common Properties ( as Open Space Blocks) to the Association at such time as the Developer has completed initial improvements thereon. The extent of the landscaping of any Open Spaces or the construction of any Common Facilities shall be at the sole discretion of the Developer.

#### SECTION 3. Additions to Common Properties.

In the event the Grantor exercises the option set forth in Article II, Section 2 of this Declaration to bring additional Properties within the scheme of this Declaration, it shall also have the right to provide additional Common Properties and to convey such Open Spaces and Common Facilities to the Association.

#### SECTION 4. Extent of Members' Easements.

The rights and easements of enjoyment created hereby shall be subject to the following:

- (a) The right of the Association, in accordance with this Declaration to adopt uniform regulations governing the use of the Common Properties;
- (b) The right of the Association to charge reasonable admission fees and other fees for the use of the Common Properties;
- (c) The right of the Association to issue annual permits to non-Members for the use of the Common Properties including any buildings or facilities;
- (d) The right of the Association to limit the number of guests of Members in or upon any of the Common Properties or any buildings or facilities located thereon; and
- (e) The right of the Association to dedicate or transfer all or any part of the Common Properties to any municipality or public agency, authority or utility, for such purposes and subject to such conditions as may be determined at a meeting of the

Members by the affirmative vote of Members entitled to exercise two-thirds (3/4) of the total voting power of the Association.

## ARTICLE VII

### PROTECTIVE COVENANTS AND RESTRICTIONS

#### SECTION 1. Introduction.

The following covenants, restrictions, conditions and limitations shall run with the land and shall be binding upon each Lot, Condominium Domain and Living Unit, and each Owner of a Lot or Living Unit, his heirs, tenants, successors and assigns.

#### SECTION 2. Land Use.

(a) Each Lot or Living Unit shall be used for residential purposes and for no other purpose. That portion of the home constructed on any Lot or Living Unit that was originally constructed for use as a garage shall be used solely for garage and storage purposes.

(b) A Lot Owner or Living Unit Owner may use a portion of his home constructed on any Lot or Living Unit for his office or studio subject to the following provisions:

(1) Such use meets the requirements for a home occupation within the City;

(2) Such use does not interfere with the quiet enjoyment of any other Lot Owner or Living Unit Owner or occupant of a Lot or Living Unit; and

(3) Such use is compatible with the residential character of GreenTree and does not result in the Lot or Living Unit becoming principally an office, studio or school distinct from a residence. The Trustees may adopt Rules which further limit such use.

(c) The Developer may perform or cause to be performed such work and conduct such activities as are incident to the completion of the development of GreenTree and construction of the Properties, and to the sale or lease of Lots or Living Units, including but not limited to the maintaining of model houses, Units and sales offices by the Developer. Nothing herein contained shall restrict the right of the Developer or the Grantor to delegate or assign its rights hereunder to an authorized builder, building company or other person, firm or entity.

(d) An Owner, Condominium Association, the Association, or its agent or representatives may perform or cause to be performed any maintenance, repair or

remodeling work with respect to any Lot, Living Unit, Condominium Domain or Association Property.

SECTION 3. Architectural Control.

No home, Unit, building, fence, wall or other structure, including, without limitation, any structure used for the receipt or transmission of radio or television signals shall be commenced, erected or maintained upon the Properties except by the Developer, its authorized builder or building company, nor shall any exterior addition to, or change or alteration thereon be made until the plans and specifications showing the nature, kind, shape, heights, materials and location of the same have been submitted to and approved in writing as to harmony of external design and location in relation to surrounding structures and topography by the Trustees of the Association, or by an Architectural Review Committee composed of three or more representatives appointed by the Trustees. In the event said Trustees, or their designated committee fails to approve or disapprove such design and location within thirty (30) days after said plans and specifications have been submitted to it, or in any event, if no suit to enjoin the addition, alteration or change has been commenced prior to the completion thereof, approval will not be required and this Section will be deemed to have been fully complied with.

Within any Condominium Domain, such plans or specifications must be approved by the individual Condominium Association, or its Architectural Review Board, prior to receiving final approval from the Trustees, or the Association's Architectural Review Committee.

SECTION 4. Hazardous or Toxic Substances.

No Lot Owner or Living Unit Owner shall keep, store, or use hazardous or toxic substance or waste ( as defined by applicable law or regulation) within any Lot, Living Unit, or within the Common Properties without the prior written consent of the Trustees of the Association.

SECTION 5. Temporary Structures.

No temporary buildings or structures (including, without limitation, trailers, tents, shacks, and storage sheds) shall be erected or placed upon any Lot or within any Condominium Domain without the prior approval of the Trustees of the Association. No such temporary building or structure nor any trailer, basement, tent, shack, garage, barn or other building shall be used on any Lot or within any Condominium Domain at any time as a residence either temporarily or permanently. Nothing herein contained shall prohibit the erection and maintenance of temporary structures as approved by the Developer incident to the development and construction of the Properties.



SECTION 6. Garage and Parking Facilities.

Every single-family residence shall include or have provided for it, on the Lot or Living Unit within a Condominium Domain on which it is located, a garage sufficient to store at least one full-size automobile, and an accessory paved driveway; and no such garage shall be converted by alteration or use so as to diminish its area below that required for such purpose unless in conjunction with the conversion of a garage, equivalent space is provided and approved under the provisions of Section 2 of this Article VI.

SECTION 7. Storage and Parking of Vehicles.

No commercial truck, tractor, motor home or trailer (either with or without wheels), boat or other similar commercial or recreational vehicle, licensed or unlicensed, may be parked or stored on any street or driveway within the Properties except in the confines of a garage.

SECTION 8. Signs.

No signs of any kind shall be displayed to the public view on any Lot or Living Unit except one sign of not more than five (5) square feet advertising the property for sale or rent, or signs used by the Developer or authorized by the Developer to advertise during the construction and sales periods.

SECTION 9. Animals and Birds.

No animals or birds of any kind shall be raised, bred or kept on any Lot or Living Unit except that dogs, cats and other household pets may be kept provided that they are not kept, bred or maintained for any commercial purposes nor permitted to cause or create a nuisance or disturbance. Owners must clean up after their pets. Pets cannot be tied on any Common Properties and no stakes, poles or runs are to be placed on any Common Properties.

SECTION 10. Clotheslines.

No clothing or any other household fabric shall be hung outside of any Living Unit or on any Lot.

SECTION 11. Garbage and Refuse Disposal.

All garbage, rubbish, debris and other unsightly materials shall be kept out of sight and the Common Properties shall be kept free and clear of such materials.

An Owner or Occupant of any Lot or Living Unit may keep such garbage and rubbish as shall necessarily accumulate from the last garbage and rubbish collection provided any such garbage is kept in sanitary containers which shall be subject to regulation by the Association, which containers and refuse, except on the day scheduled for garbage and rubbish collection, shall be kept from public view.

SECTION 12. Abandoned, Dismantled or Wrecked Vehicles.

No abandoned, non-licensed, inoperable, partially dismantled or wrecked vehicles of any kind shall be permitted on any Lot, Common Properties or within any Condominium Domain.

SECTION 13. Landscape Installation and Maintenance - Single Family Lots.

(a) The Owner of each newly constructed residence on an individual Lot shall install landscaping consistent with an approved landscape Plan within six (6) months of occupancy. The Landscape Plan shall be submitted to and approved by the Trustees or an Architectural Review Committee appointed by the Trustees in conjunction with the Architectural Plans for each Lot. The plan shall include, at a minimum, lawn, foundation plantings and street trees as required by the Streetsboro City Code Section 1183.01 (5).

(b) The Owner of each Lot and the Board of Managers of any Condominium Domain shall mow or cause to be mowed all lawn areas to a height not exceeding four (4) inches. Decorative landscaping, ground cover and garden plants shall be maintained monthly.

(c) No fence, wall, hedge or shrub planting which obstructs sight lines at elevations between two (2) and six (6) feet above the roadways shall be placed or permitted to remain on any corner Lot within the triangular area formed by the street property lines and a line connecting them at points fifteen (15) feet from the intersection of the street lines, or in the case of a rounded property corner from the intersection of the street property lines extended. The same sight-line limitation shall apply on any Lot within ten (10) feet from the intersection of a street property line with the edge of a driveway. No tree shall be permitted to remain within such distances of such intersection unless the foliage line is maintained at sufficient height to prevent obstruction of such sight lines.

(d) No Owner or Condominium Domain shall in any way hinder or obstruct the operation and flow of the drainage system. No structures (including but not limited to sidewalks and driveways), plantings or other materials shall be placed or permitted to remain within such drainage areas which may damage or interfere with the installation and/or maintenance of such improvements in such drainage areas or which may change, retard, or increase the flow of water through the respective drainage areas. In the event an Owner or Condominium Domain does so hinder or obstruct the operation or flow of

the drainage system, the Trustees, after 30 days notice to the Owner or Board of Managers of a Condominium Domain, may remove and are hereby granted a license to remove any hindrance or obstruction and the cost of removal shall be a charge against the Owner or Condominium Domain and a lien upon such Lot or Condominium Domain. The Trustees shall not have any obligation to restore any landscaping disturbed or removed.

SECTION 14. Exterior Maintenance.

The Owner of a home on a single-family Lot or the Board of Managers of Condominium Domain shall provide reasonable exterior maintenance upon each Lot, home, structure erected on a Lot or buildings containing Living Units as follows: paint, repair, replace and care of roofs, gutters, downspouts, exterior building surfaces, trees, shrubs, grass, drains, catch basins, sewers, traps, driveways, walks and all other exterior improvements.

SECTION 15. Breach of Covenants and Restrictions - Condominium Domains.

When the breach of any protective covenant occurs within a Condominium Domain, the Condominium Association, through its Board of Managers, shall have the primary responsibility for correcting the breach. If, however, the Condominium Association fails to correct the breach or take appropriate timely action toward correction of the breach, the Association, through its Trustees, may pursue correction of the breach by action against the individual Owner of the Living Unit or the Condominium Association, or both.

SECTION 16. Breach of Covenants and Restrictions - Remedy.

If the Trustees, after giving reasonable notice to the Owner of a Lot or a Living Unit or the Board of Managers of a Condominium Domain, and providing for reasonable opportunity for such Owner or Board of Managers to be heard, determine by the affirmative vote of three-fourths (3/4) of the authorized number of Trustees that a breach of any protective Covenant or Restriction has occurred and that it is necessary in order to prevent material deterioration of neighborhood property values that the Association correct such breach, then, after giving such Owner or Board of Managers notice of such determination by certified mail, the Association, through its duly authorized agents or employees, may enter upon the Lot involved and correct such breach of covenant by reasonable means. The cost of such correction of a breach of covenant shall be assessed against the Lot, Living Unit or Condominium Domain upon which such corrective work is done, and shall become a lien upon such Lot, Living Unit or Condominium Domain and the obligation of the Owner or Board of Managers thereof, and immediately due and payable, all as provided in Article V hereof.

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Any Owner of a Lot, Living Unit or Board of Managers of a Condominium Domain affected by such a determination of the Trustees to correct a breach of any Covenant or Restriction pursuant to this Section may, within ten (10) days after the date of the mailing of the certified mail notice of such determination, appeal such determination to the Members by sending a Notice of Appeal to the President or Secretary of the Association by registered or certified mail at the address of such officer as it appears on the records of the Association at the time of such mailing. No action shall be taken or authorized by the Association pursuant to any such determination until after ten (10) days have elapsed from the date the certified mail notice to the Owner or Board of Managers involved was received.

If a Notice of Appeal has not been received by the President or Secretary (or other officer in the absence of the President or Secretary) within such ten (10) day period, then the Association may take or authorize the taking of action pursuant to such determination; but if within such period such Notice of Appeal has been received, or if after such period but before the taking of such action a Notice of Appeal is received which has been mailed within such ten (10) day period, then no action shall be taken pursuant to such determination until such determination has been confirmed at a meeting of the Members by the affirmative vote of Members entitled to exercise a majority of the voting power of the Association. If there is more than one class of membership, then action shall be authorized by the affirmative vote of Members entitled to exercise a majority of the voting power of each class of membership, provided that written notice shall be given to all members at least thirty (30) days in advance of the date of such meeting, stating that such determination and Notice of Appeal will be considered and voted upon at such meeting.

In the event that a majority of the voting power of the Members of the Association, or a majority of any one class of membership if there is more than one class, does not attend the meeting, the affirmative vote of 3/4 of those Members in attendance shall govern.

SECTION 17. Additional Remedies for Breach of Covenants and Restrictions.

In addition, for each day of any violation of any of the Covenants or Restrictions after the expiration of the ten (10) days written notice to the Owner or Board of Managers of such alleged violation, there shall be due and payable by the Owner or Board of Managers 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.

Each Owner of a Lot, Living Unit and each Condominium Domain shall comply with the provisions of this Declaration, and the decisions and resolutions of the Association, as they may be lawfully amended from time to time. Failure to comply with such provision, decision or resolution shall be grounds for an action for damages or for

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injunctive relief, or both, brought by the Association, by a Lot or Living Unit Owner or the Board of Managers of a Condominium Domain.

## ARTICLE VIII

### INSURANCE

#### SECTION 1. Trustee Authorization.

The Association's Board of Trustees, or its duly authorized agent, shall have the authority to and shall obtain insurance for all insurable improvements on the Common Properties. This insurance shall cover loss or damage by fire or other hazards, including extended coverage, vandalism, and malicious mischief and shall be in an amount sufficient to cover the full replacement cost of any repair or reconstruction in the event of damage or destruction from any such hazard. Alternatively, the Trustees may purchase "all-risk" coverage in like amounts.

The Trustees shall obtain a public liability policy applicable to the Common Properties covering the Association and its Members for all damage or injury caused by the negligence of the Association or any of its Members or agents, and directors' and officers' liability insurance for the Trustees. The public liability policy shall have a combined single limit of at least One Million (\$1,000,000.00) Dollars. Premiums for all insurance shall be an Association Expense. All such insurance coverage obtained by the Trustees shall be written in the name of the Association, as trustee, for the benefit of the Lot and Living Unit Owners.

#### SECTION 2. Insurance Provisions.

(a) Exclusive authority to adjust losses under policies obtained by the Association shall be vested in the Trustees of the Association; provided, however, no mortgagee having an interest in such losses may be prohibited from participating in the settlement negotiations, if any, related thereto.

(b) In no event shall the insurance coverage obtained and maintained by the Trustees of the Association hereunder be brought into contribution with insurance purchased by individual Lot and Living Unit Owners or Condominium Domains, their occupants, or their mortgagees, and the insurance carried by the Association shall be primary.

(c) All casualty insurance policies shall have an inflation guard endorsement and an agreed amount endorsement if these are reasonably available and all insurance policies shall be reviewed annually by the Trustees and one or more qualified persons.

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PAGE 285

(d) The Trustees of the Association shall be required to make every reasonable effort to secure insurance policies that will provide for the following:

(i) a waiver of subrogation by the insurer as to any claims against the Association and its Trustees and its manager, any Condominium Domain and its Board of Managers and its manager, the Owners and their respective tenants, servants, agents, and guests;

(ii) a waiver by the insurer of its rights to repair and reconstruct instead of paying cash;

(iii) that no policy may be canceled, invalidated, or suspended on account of the actions of any one or more individual Owners;

(iv) that no policy may be canceled, invalidated, or suspended on account of any defect in the conduct of any Trustee, officer, or employee of the Association or any Condominium Domain or their duly authorized managers without prior demand in writing delivered to the Association to cure the defect or to cease the conduct and the allowance of a reasonable time thereafter within which a cure may be effected by the Association or any Condominium Domain, its Trustees, Board of Managers, managers, any Owner or mortgagee;

(v) that any "other insurance" clause in any policy exclude individual Owners' policies and the policies of any Condominium Domain from consideration; and

(vi) that no policy may be canceled or substantially modified without at least ten (10) days' prior written notice to the Association.

## ARTICLE IX

### BOARD OF TRUSTEES

#### SECTION 1. Membership.

The Board of Trustees shall be made up of one (1) representative from each Condominium Association (the President of the Association or his/her designee from the Board); one (1) representative for each fifty (50) single-family Lots, or portion thereof to be elected at large by Lot Owners; and three (3) at-large representatives to be elected by all Members. The officers of the Association shall be a President, Vice President, Secretary and Treasurer. The President shall be elected by the Board of Trustees from among the at-large representatives of all Members. The Vice President, Secretary and Treasurer shall be elected by the Board of Trustees from among the Trustees.

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SECTION 2. Duties.

In addition to administering the Association and attending to the maintenance of the Common Properties, the landscape easements that have been established on both sides of the Right-of-Way for Greentree Parkway, and any other easements, property rights and any other rights or duties hereby or subsequently granted or assumed by the Association, the Trustees may adopt By-Laws governing the actions of the Trustees, officers, and the Members of the Association. Additionally, The Trustees of the Association shall fix the date of commencement and the amount of assessment against each Lot and Living Unit as provided in Article V, Section 2 herein.

ARTICLE X

DURATION, WAIVER AND MODIFICATION

SECTION 1. Duration and Provision for Periodic Modification.

The Covenants and Restrictions of this Declaration and any Supplemental Declaration shall run with the land and shall insure to the benefit of and be enforceable by and against the Association, the Developer, the Grantor and any Owner and their respective legal representatives, heirs, devisees, successors and assigns until September 1, 2012, after which time, said covenants and restrictions shall be automatically renewed for successive periods of five (5) years each unless modified or canceled, 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 and mail a copy to each Member.

SECTION 2. Modification by Developer and/or the Grantor.

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 III, Section 2 hereof, the Developer and/or Grantor shall be entitled to modify any of the provisions of these Covenants and Restrictions without the approval of the Members or to waive any such provisions either generally or with respect to particular properties, if in the judgement of the Developer, the development or lack of development of the Properties requires such modification or waiver, or, if in the judgement 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 provided by Article V, Section 2 for years beginning prior to January 1, 1995. 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 and mail a copy to each Member. The Developer and/or Grantor shall have the right to assign its rights hereunder.

SECTION 3.            Other Modifications.

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 seventy-five percent (75%) 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 and mail a copy to each Member.

ARTICLE XI

GENERAL PROVISIONS

SECTION 1.            Notices.

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

SECTION 2.            Enforcement.

Enforcement of the covenants and restrictions of this Declaration, any Supplemental Declaration or any amendment hereto shall be by proceeding at law or in equity against any entity, person or Owner violating or attempting to violate any provision of this Declaration, either to restrain violation or to recover damages, or both, and against any Lot, Living Unit or Condominium Domain to enforce any lien created by the Covenants and Restrictions of this Declaration. Failure 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.

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SECTION 3.            Service Provided by Association.

The Association, in addition to its performance of the functions and responsibilities hereinabove provided for it, may but shall not be required to, provide other services determined by the Trustees to be of general benefit or utility to the Owners of the Properties, and the expense of any such service or services shall be met by the levy of Association Assessments, either Annual or Special, pursuant to Article V.

SECTION 4.            Binding Effect.

Each Grantee upon accepting a deed, lease or other instrument conveying any interest in a Lot or Living Unit, whether or not the same incorporates or refers to this Declaration, covenants for himself, his heirs, personal representatives, successors and assigns to observe, perform and be bound by this Declaration.

SECTION 5.            Assignability.

The Developer and/or the Grantor, their successors and assigns, notwithstanding any other provision to the contrary, shall at all times have the right to fully transfer, convey and assign all of the rights, title and interest under this Declaration, provided that such transferee, grantee or assignee shall take such rights subject to all the Covenants and Restrictions contained herein.

SECTION 6.            Severability.

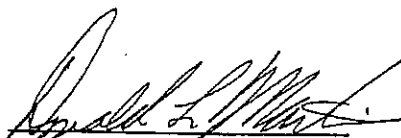
Invalidation of any one of these Covenants or Restrictions by judgment or court order shall in no way affect the validity of any other provisions which shall remain in full force and effect.



STATE OF OHIO )  
 ) ss:  
COUNTY OF SUMMIT )

BEFORE ME, a Notary Public in and for said County, and State personally appeared the above named GREENTREE I LIMITED PARTNERSHIP, an Ohio Limited Partnership, by HP PROPERTIES, INC., General Partner, by HERB POLK, President, personally known to me, who acknowledged that he did sign the foregoing instrument and that the same is the free act and deed of him personally and as such officer and the free act and deed of said limited partnership.

IN TESTIMONY WHEREOF, I have set my hand and official seal at  
Twinsburg, Ohio this 1st day of September, 1992.



Notary Public

DONALD L. MARTIN, Attorney  
NOTARY PUBLIC - STATE OF OHIO  
My commission has no expiration date.  
Section 147.03 R. C.

This Instrument Prepared By:

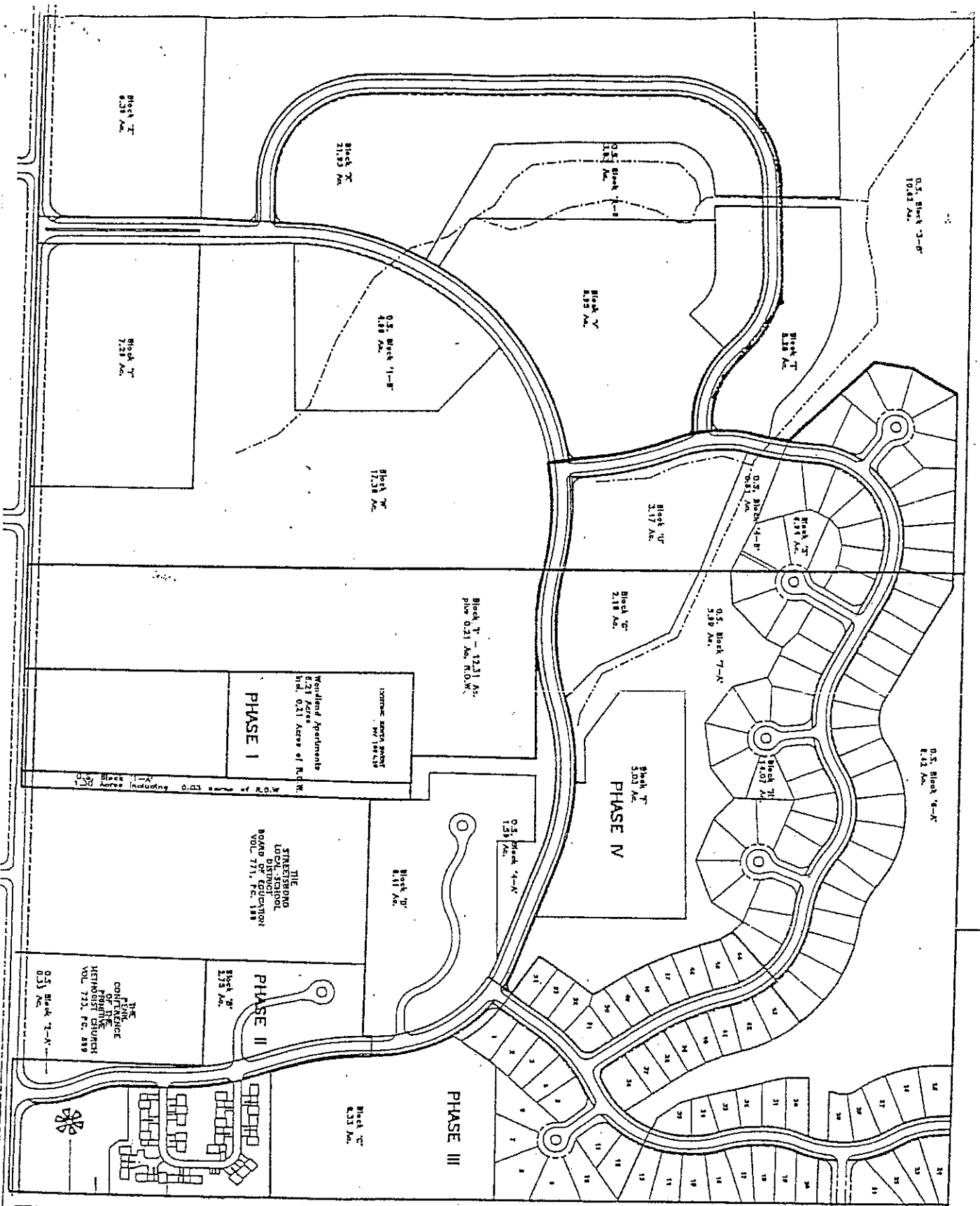
Donald L. Martin  
Attorney at Law  
10800 Ravenna Road  
Twinsburg, Ohio 44087

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# EXHIBIT "A"

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I-1



## PRELIMINARY DEVELOPMENT PLAN GHENTREE VILLAGE - STREETSBORO

*Phillatch & Co*

BUILDERS DEVELOPERS 216-425-3500  
P.O. BOX 363 TWINSBURG, OHIO 44067



DRAWN	DATE	PROJECT	FILE NAME
JMB	1/19/51	GHENTREE VILLAGE	C 6149P
DATE	SCALE		
FEBRUARY 7, 1951	1" = 400'		
CONFERENCE OF THE METHODIST CHURCH VOL. 721, P.C. 189			
THE BOARD OF EDUCATION VOL. 771, P.C. 188			
WENTLAND APARTMENTS 6.21 ACRES 0.21 ACRES OF R.O.M.			

OMV.X  
RECEIVED FOR RECORD  
AT 10:31:24 (AM) PM

9820388 #308

O.R. VOL 326 PAGE 89-92  
LINDA A. FARRHAUSER  
PORTAGE COUNTY RECORDER

FEE 24.00

INDEXED

David W Kaman

AMENDMENT TO THE  
DECLARATION OF COVENANTS AND RESTRICTIONS FOR  
GREENTREE PLANNED UNIT DEVELOPMENT

X

BOOK 326 PAGE 0089

AMENDMENT TO THE  
DECLARATION OF COVENANTS AND RESTRICTIONS FOR  
GREENTREE PLANNED UNIT DEVELOPMENT

WHEREAS, the Declaration of Condominium Ownership for GREENTREE PLANNED UNIT DEVELOPMENT was recorded at Volume 1136, Page 265 et seq. of Portage County Records, and

WHEREAS, the GREENTREE HOMEOWNERS' ASSOCIATION is a corporation consisting of all Lot and Living Unit Owners, hereinafter "Owners," in GREENTREE PLANNED UNIT DEVELOPMENT and as such is the representative of all Owners, and

WHEREAS, Article X, Section 3 of said Declaration authorizes amendments to the Declaration and provides that the President and Secretary shall execute and record same, and

WHEREAS, Owners in excess of 75% of the voting power of the Association have executed an instrument in writing setting forth specifically the new matter to be added, and

WHEREAS, the Association has in its records the consents to the Amendment signed by 75% of the Unit Owners,

NOW THEREFORE, the Declaration of Covenants and Restrictions for GREENTREE PLANNED UNIT DEVELOPMENT is hereby amended by the following:

ADD a new ARTICLE IX, SECTION 3. entitled "Terms of Office." to Page 20 of the Declaration of Covenants and Restrictions as recorded at Volume 1136, Page 265 et seq., of the Portage County Records. Said new addition is as follows:

Section 3. Terms of Office.

The Condominium President or designated appointee shall serve on the Board concurrent with his/her term of office in his/her respective condominium association. The Board member(s) elected by the lot owners only and one (1) of the three (3) at-large members shall be elected in even numbered years and the remaining two (2) at-large members shall be elected in odd numbered years. The intent of this cycle of terms of office is to maintain continuity on the

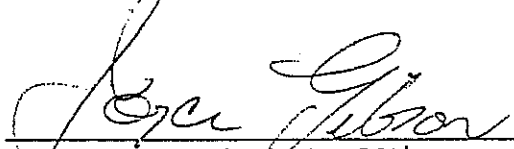
Board in that the at-large representative and the lot representative shall each serve two-year terms.

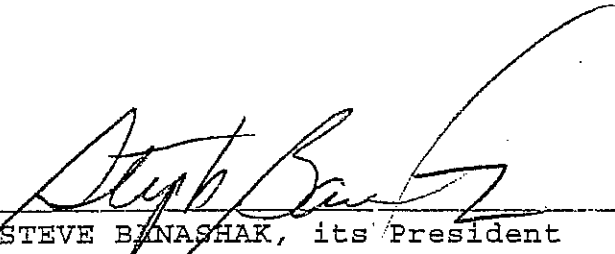
Any conflict between this provision and any other provision of the Declaration of Covenants and Restrictions shall be interpreted in favor of this amendment on Board member terms of office.

IN WITNESS WHEREOF, the said GREENTREE HOMEOWNERS' ASSOCIATION has caused the execution of this instrument this 23 day of July, 1998.

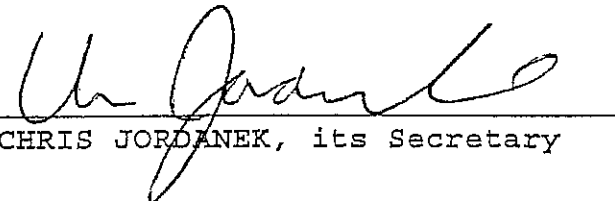
✓  
GREENTREE HOMEOWNERS' ASSOCIATION

Signed in the presence of:

  
Witness: JOYCE GIBSON

By:   
STEVE BINASHAK, its President

  
Witness: DAVID A. TIEN

By:   
CHRIS JORDANEK, its Secretary

BOOK 326 PAGE 0091

This instrument prepared by:  
DAVID W. KAMAN, Esq.  
Kaman & Ott, Attorneys at Law  
50 Public Square  
600 Terminal Tower  
Cleveland, Ohio 44113  
(216) 696-0650

STATE OF OHIO )  
 ) SS  
COUNTY OF PORTAGE )

BEFORE ME, a Notary Public in and for said County, personally appeared the above named Greentree Homeowners' Association, by its President and its Secretary, who acknowledged that they did sign the foregoing instrument and that the same is the free act and deed of said corporation and the free act and deed of each of them personally and as such officers.

IN WITNESS WHEREOF, I have hereunto set my hand and official seal at Streetsboro, Ohio, this 23 day of July, 1998.

  
NOTARY PUBLIC

Catherine Miller  
Notary Public, State of Ohio  
My Commission Expires 10-14-98

BOOK 326  
PAGE 0092



2

FIRST SUPPLEMENTAL DECLARATION OF COVENANTS AND RESTRICTIONS  
FOR  
GREENTREE HOMEOWNERS' ASSOCIATION ✓  
(RECORDED IN VOL. 1136, PAGE 265 OF PORTAGE COUNTY RECORDS)

MK14334

Whitlatch & Co., an Ohio Corporation, which claims title to the property described in Exhibit "A", attached hereto and made a part hereof, by or through instrument recorded in Volume 1158, Page 330 of Portage County Records, hereinafter referred to as "Owner", hereby offers the aforementioned property to Greentree Homeowners Association in order that it may become subject to the Declaration of Covenants and Restrictions for Greentree Homeowners' Association, recorded in Volume 1136, Page 265 of Portage County Records.

Pursuant to authority granted in Article II, Section 2. and Section 4. of the Declaration of Covenants and Restrictions (the "Declaration") for Greentree Homeowners' Association, dated September 1, 1992 and recorded in Volume 1136, Page 265 of Portage County Records, Frost Road Development Associates, "Developer", and Greentree I Limited Partnership, "Grantor", do hereby supplement said Declaration as follows:

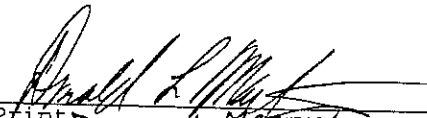
1. Article I (Definitions), (i) "Existing Property", is amended to include the addition of property as set forth in Exhibit "A" attached hereto and made a part hereof.

2. Article II (Properties Subject to the Declaration), Section 1. (Existing Property), is amended to include the addition of property as set forth in Exhibit "A" attached hereto and made a part hereof.

Except as hereby amended, all of the provisions of the Declaration shall be and remain in full force and effect.

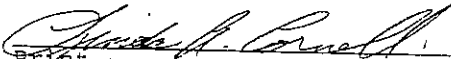
IN WITNESS WHEREOF, Frost Road Development Associates, Greentree I Limited Partnership and Whitlatch & Co., all organized and existing under the laws of the State of Ohio, have hereunto set their hands at Twinsburg, Ohio, this 15th day of April, 1994.


Signed and acknowledged  
in the presence of:

  
Print DONALD L. MARTIN

"Developer"  
Frost Road Development Associates ✓

By: Whitlatch & Co., Partner ✓

  
Print LINDA A. CORNELL

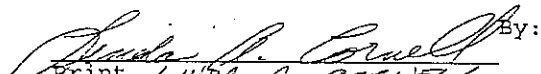
By:   
William C. Whitlatch, Pres.

and

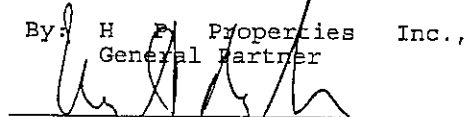
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Print DONALD L. MARTIN

By: Greentree I Limited Partnership, Partner ✓

  
Print LINDA A. CORNELL

By: H P Properties Inc., General Partner ✓

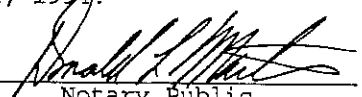
  
Herb Polk, President

STATE OF OHIO )  
 ) SS:  
COUNTY OF PORTAGE)

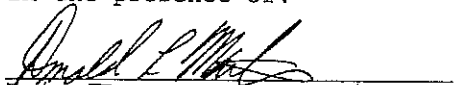
BEFORE ME, a Notary Public in and for said County, and State personally appeared the above named Frost Road Development Associates, an Ohio General Partnership, by Whitlatch & Co., Partner, by William C. Whitlatch, President and Greentree I Limited Partnership, Partner, by H P. Properties, Inc., by Herb Polk, President, personally known to me, who acknowledged that they did sign the foregoing instrument and that the same is the free act and deed of them personally and as such officer and the free act and deed of said corporation and limited partnership.

IN TESTIMONY WHEREOF, I have hereunto set my hand and official seal at Twinsburg, Ohio this 15th day of April, 1999.

DONALD L. MARTIN, Attorney  
NOTARY PUBLIC - STATE OF OHIO  
My commission has no expiration date.  
Section 147.02 R.C.

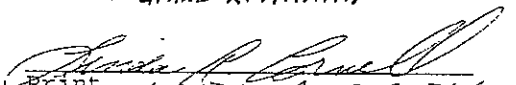
  
Notary Public

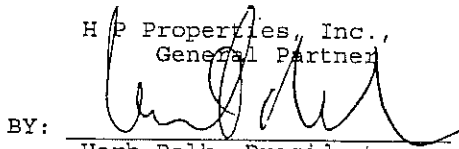
Signed and acknowledged  
in the presence of:

  
Print DONALD L. MARTIN

"Grantor"  
Greentree I Limited Partnership ✓

H P Properties, Inc.,  
General Partner

  
Print LINDA A. CORNELL

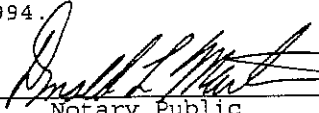
BY:   
Herb Polk, President

STATE OF OHIO )  
 ) SS:  
COUNTY OF PORTAGE)

BEFORE ME, a Notary Public in and for said County and State personally appeared the above named Greentree I Limited Partnership, an Ohio Limited Partnership, by H P Properties Inc., General Partner, by Herb Polk, President, personally known to me, who acknowledged that he did sign the foregoing instrument and that the same is the free act and deed of him personally and as such officer and the free act and deed of said limited partnership.

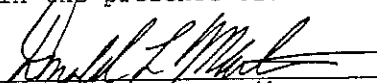
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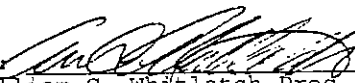
IN TESTIMONY WHEREOF, I have set my hand and official seal at  
Twinsburg, Ohio this 15th day of April, 1994.

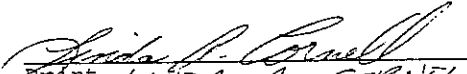
  
Notary Public

DONALD L. MARTIN, Attorney  
NOTARY PUBLIC - STATE OF OHIO  
My commission has no expiration date.  
Section 147.03 R.C.  
Whitlatch & Co.

Signed and acknowledged  
in the presence of:

  
Print DONALD L. MARTIN

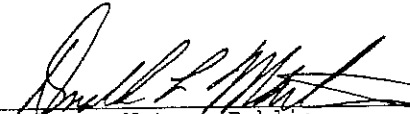
By   
William C. Whitlatch, Pres.

  
Print LINDA A. CORNELL

STATE OF OHIO )  
                  )SS:  
COUNTY OF PORTAGE)

BEFORE ME, A Notary Public in and for said County and State  
personally appeared the above named Whitlatch & Co., an Ohio  
Corporation, by William C. Whitlatch, its President, personally  
known to me, who acknowledged that he did sign the foregoing  
instrument and that the same is the free act and deed of him  
personally and as such officer and the free act and deed of said  
corporation.

IN TESTIMONY WHEREOF, I have set my hand and seal at Twinsburg,  
Ohio this 15th day of April, 1994.

  
Notary Public

DONALD L. MARTIN, Attorney  
NOTARY PUBLIC - STATE OF OHIO  
My commission has no expiration date.  
Section 147.03 R.C.

This Instrument Prepared By:

Susan L. Hirsch  
Attorney at Law  
10800 Ravenna Road  
Twinsburg, Ohio 44087

VOL 1158 Page 336

EXHIBIT "A"

LEGAL DESCRIPTION

Situated in the City of Streetsboro, County of Portage, State of Ohio and known as being part of original Streetsboro Township, Lot 14, and being more fully described as follows:

Beginning at the northeast corner of Block "A" of Greentree Village, Phase 2, recorded as Plat No. 92-26 of Portage County Records of Plats;

Thence N 89°30'25" W, 379.58 feet along the north line of said Greentree Village, to a point in the east line of Greentree Parkway (60' R/W);

Thence N 16°16'24" W, 73.37 feet along said east line to a point of curvature therein;

Thence northwesterly continuing along said east line of Greentree Parkway 190.89 feet along the arc of a curve deflecting to the right, and having a radius of 670.00 feet, a delta of 16°19'26" and a chord which bears N 08°06'41" W, 190.24 feet to the north line of said Greentree Village;

Thence N 88°25'00" W, 60.02 feet along said north line to a point therein;

Thence leaving said north line northeasterly 21.45 feet along the arc of a curve deflecting to the right, and having a radius of 730.00 feet, a delta of 1°41'02" and a chord which bears N 1°01'07" E, 21.45 feet to a point of reverse curve;

Thence northwesterly 410.70 feet along the arc of a curve deflecting to the left and having a radius of 370.00 feet, a delta of 63°35'54" and a chord which bears N 29°56'19" W, to a point;

Thence N 28°15'44" E, 60.00 feet to a point;

Thence northwesterly 49.45 feet along the arc of a curve deflecting to the left, and having a radius of 430.00 feet, a delta of 06°35'20", and a chord which bears N 65°01'56" W, to a point;

Thence N 68°19'37" W, 162.58 feet to a point;

Thence N 00°50'44" E, 431.81 feet to a point;

Thence N 16°31'51" E, 137.19 feet to a point;

Thence N 47°52'43" E, 199.49 feet to a point;

Thence southeasterly 24.07 feet along the arc of a curve deflecting to the right and having a radius of 153.22 feet, a delta of 09°00'04", and a chord which bears S 41°09'33" E, 24.05 feet to a point;

Thence N 52°08'15" E, 140.00 feet to a point;

Thence N 79°19'39" E, 207.43 feet to a point;

Thence S 12°19'36" W, 63.00 feet to a point;

Thence S 06°09'21" W, 79.61 feet to a point;

Thence S 01°51'12" E, 79.61 feet to a point;

Thence S 11°26'46" E, 68.07 feet to a point;

Thence S 19°26'09" E, 107.64 feet to a point;

Thence S 36°08'41" E, 74.88 feet to a point;

Thence S 66°41'24" E, 45.00 feet to a point of curvature;

Thence southwesterly 57.36 feet along the arc of a curve, deflecting to the right, and having a radius of 270.00 feet, a delta of 12°10'23" and a chord which bears S 29°23'47" W, 57.26 feet;

Thence S 54°31'02" E, 189.26 feet to a point;

Thence N 56°10'55" E, 111.03 feet to a point in the west line of Rolling Hills Acres as recorded in Plat Book 16, Page 15, of Portage County Records of Plats;

Thence S 00°29'35" W, 995.44 feet along said west line of Rolling Hills Acres to the Place of Beginning and 19.512 acres of land, more or less, but subject to all legal highways, easements and restrictions, if any, as determined by Robert J. Warner, P.S. No. 6931, for Environmental Design Group, Inc., in April, 1994.

TPT/bl

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RECEIVED FOR RECORD  
4-15 19 94  
At 2:44 O'clock  
Recorded 4-15-94  
In Portage County Records  
Of Needs  
Vol. 1158 Page 334-338  
LINDA K. FANKHAUSER  
PORTAGE COUNTY RECORDER  
FEE 28.00

INDEXED

VOL 1158 PAGE 338



SECOND SUPPLEMENTAL DECLARATION OF COVENANTS AND RESTRICTIONS  
FOR

GREENTREE HOMEOWNERS' ASSOCIATION

(RECORDED IN VOL. 1136, PAGE 265 OF PORTAGE COUNTY RECORDS)

Whitlatch & Co., an Ohio Corporation, which claims title to the property described in Exhibits "A-1", "A-2" and "A-3", attached hereto and made a part hereof, by and through instruments recorded in Volume 103, Page 540, and Volume 103, Page 543 of Portage County Records, hereinafter referred to as "Owner", hereby offers the aforementioned property to GreenTree Homeowners Association in order that it may become subject to the Declaration of Covenants and Restrictions for GreenTree Homeowners' Association (the "Declaration"), dated September 1, 1992 and recorded in Volume 1136, Page 265 of Portage County Records; and

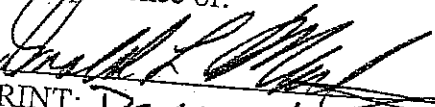
Pursuant to authority granted in the Declaration, GreenTree Holding Limited Partnership, as successor in interest to GreenTree I Limited Partnership, "Grantor", does hereby amend said Declaration as follows:

1. GreenTree Holding Limited Partnership hereby affirms that it is the successor in interest and assignee of all of the rights, interests and duties of GreenTree I Limited Partnership under the terms of the Declaration.
2. Article I (Definitions), Section 1(i) ("Existing Property"), is amended to include the addition of the property described in Exhibits "A-1", "A-2" and "A-3" attached hereto and made a part hereof; and Section 1(j) ("Grantor") is amended by substituting GreenTree Holding Limited Partnership for GreenTree I Limited Partnership.
3. Article II (Properties Subject to the Declaration), Section 1. (Existing Property), is amended to include the addition of the property described in Exhibits "A-1", "A-2" and "A-3", attached hereto and made a part hereof.
4. Article III (Membership and Voting Rights in the Association), Section 2 (Voting Rights), is amended to provide that as additional properties are made subject to the Declaration as provided in Article II (Properties Subject to the Declaration), Section 4 (Addition of Lands by Grantor), the owner of the additional properties shall become a Class B Member and be entitled to the rights, interests and duties and to the number of votes accorded therein.
5. Article V (Covenant for Association Assessments), Section 1(b) (Obligation for Annual Assessments or Special Association Assessments) is amended by adding thereto after the words "interest thereon" in the seventh line of the second paragraph, the following ". . . at the rate of 2% over the Prime Rate as published in the Wall Street Journal Money Section . . .".
6. Article VI (Property Rights in the Common Properties), Section 2 (Title to Common Properties) is amended by deleting the word "Developer" from the first sentence and substituting the word "Grantor" therefore; and Section 3 (Additions to Common Properties) is






Signed and acknowledged  
in the presence of:

  
PRINT: DONALD L. MARTIN

Denise M. Cole  
PRINT: Denise M. Cole

"Owner"  
Whitlatch & Co. ✓

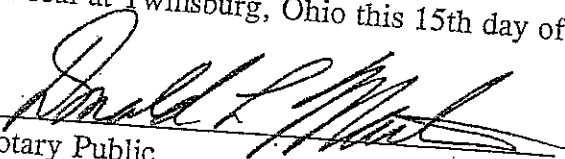
By:   
William C. Whitlatch, President

STATE OF OHIO            )  
  )  
COUNTY OF SUMMIT    )    SS:

BEFORE ME, A Notary Public in and for said County and State personally appeared the above named Whitlatch & Co., an Ohio Corporation, by William C. Whitlatch, its President, personally known to me, who acknowledged that he did sign the foregoing instrument and that the same is the free act and deed of him personally and as such officer and the free act and deed of said corporation.

IN TESTIMONY WHEREOF, I have set my hand and seal at Twinsburg, Ohio this 15th day of April, 1996.

This Instrument Prepared By:  
Donald L. Martin  
Attorney at Law  
10800 Ravenna Road  
P. O. Box 363  
Twinsburg, Ohio 44087

  
Notary Public

DONALD L. MARTIN, Attorney  
NOTARY PUBLIC - STATE OF OHIO  
My commission has no expiration date.  
Section 147.03 R. C.

GREENTREE VILLAGE  
PARCEL "D"

Situated in the City of Streetsboro, County of Portage, State of Ohio, and being a part of original Streetsboro Township Lot 14, further bounded and described as follows:

Beginning at the intersection of the north line of Greentree Village Subdivision No. 2 with the west line of Greentree Parkway (60' R/W) as platted, numbered and recorded as Plat No. 92-26 of Portage County Records of Plats:

Thence, N 88°25'00" W, 765.62 feet along said Greentree north line and the north line and westerly extension thereof of property as described in deed to the Streetsboro Local School District as recorded in Volume 771, Page 188 of Portage County Records of Deeds to a 5/8" rebar set in the east line of property as described in deed to Woodlands Apartments of Streetsboro, Ltd. as recorded in Volume 1029, Page 688 of Portage County Records of Deeds;

Thence, N 01°35'00" E, 115.07 feet along said east line to a 5/8" rebar w/cap set at the northeast corner of said Woodlands Apartments;

Thence, N 88°25'00" W, 83.40 feet along the north line of said Woodlands Apartments to a 5/8" rebar w/cap set therein;

Thence, N 01°35'00" E, 412.88 feet to a 5/8" rebar w/cap set;

Thence, southeasterly 297.44 feet along the arc of a curve deflecting to the right and having a radius of 720.00 feet, a delta of 23°40'11" and a chord which bears S 80°09'09" E, 295.33 feet to a 5/8" rebar w/cap set;

Thence, S 68°19'04" E, 334.04 feet to a 5/8" rebar w/cap set at a point of curvature;

Thence, southeasterly 453.19 feet along the arc of a curve deflecting to the right (said curve being the westerly line and northerly extension of said Greentree Parkway) and having a radius of 370.00 feet, a delta of 70°10'42" and a chord which bears S 33°13'43" E, 425.39 feet to a 5/8" rebar set at a point of reverse curvature;

Thence, southwesterly 21.45 feet along said westerly line of Greentree Parkway being the arc of a curve deflecting to the left and having a radius of 730.00 feet, a delta of 1°41'02" and a chord which bears S 1°01'07" W, 21.45 feet to the Place of Beginning and containing 7.871 acres of land, but subject to all legal highways, easements, and restrictions, if any, as surveyed by Robert J. Warner, P.S., Number 6931 for Environmental Design Group, Inc. in March, 1996.

VOL 0103  
Pg 0551

GREENTREE VILLAGE  
PARCEL "E-2"

Situated in the City of Streetsboro, County of Portage, State of Ohio and being a part of original Streetsboro Township Lot 14, further bounded and described as follows:

Beginning at the northwest corner of Rolling Hills Acres as recorded in Plat Book 16, Page 15 of Portage County Records of Plats, from which an iron pipe found bears S 41°08'28" E, 2.18 feet;

Thence, N 88°30'26" W, 1037.35 feet along the north line of said Lot 14 to a 5/8" rebar w/cap set therein;

Thence, S 01°29'34" W, 167.37 feet to a 5/8" rebar w/cap set;

Thence, S 56°05'39" E, 162.53 feet to a 5/8" rebar w/cap set;

Thence, S 75°06'28" E, 234.33 feet to a 5/8" rebar w/cap set;

Thence, S 43°55'24" E, 193.55 feet to a 5/8" rebar w/cap set at the most northerly corner of Sublot 19 of Greentree Village Subdivision No. 3 as platted, numbered and recorded as Plat Number 94-47 of Portage County Records of Plats;

Thence, along the northerly and easterly lines of said Greentree Village Subdivision No. 3 for the following 11 courses and distances:

N 79°19'39" E, 207.43 feet to a 5/8" rebar w/cap found;

S 12°19'36" W, 63.00 feet to a 5/8" rebar w/cap found;

S 06°09'21" W, 79.61 feet to a 5/8" rebar w/cap found;

S 01°51'12" E, 79.61 feet to a 5/8" rebar w/cap found;

S 11°26'46" E, 68.07 feet to a 5/8" rebar w/cap found;

S 19°26'09" E, 107.64 feet to a 5/8" rebar w/cap found;

S 36°08'41" E, 74.88 feet to a 5/8" rebar w/cap found;

S 66°41'24" E, 45.00 feet to a 5/8" rebar w/cap found;

Southwesterly 51.29 feet along the arc of a curve deflecting to the right, having a radius of 270.00 feet, a delta of 10°53'00" and a chord which bears S 28°45'05" W, 51.21 feet to a 5/8" rebar w/cap found;

Thence, S 55°48'25" E, 193.32 feet to a 5/8" rebar w/cap found;

Thence, N 56°10'55" E, 99.88 feet to a 5/8" rebar w/cap found in the west line of said Rolling Hills Acres;

Thence, N 00°29'35" E, 956.94 feet to the Place of Beginning and containing 12.505 acres of land, but subject to all legal highways easements and restrictions, if any, as surveyed by Robert J. Warner, P.S., Number 6931 for Environmental Design Group, Inc. in March, 1996.

VOL 0103 Pg 0553



1533 Commerce Drive / Stow (Akron), OH 44224-1711  
(216) 686-1898 Fax (216) 686-9866

GREENTREE  
SUBLOT 20 ADDITIONAL

April 18, 1996

Situated in the City of Streetsboro, County of Portage, State of Ohio and known as being part of original Streetsboro Township Lot No. 14, being further bounded and described as follows:

Beginning at a 5/8" iron pin found at the northwest corner of Sublot No. 20 as appears on the Plat of Greentree Subdivision No. 3 as recorded as Plat 94-47 of Portage County Records;

Thence, N 48°05'00" E, along the north line of Sublot No. 20, 140.00 feet to 5/8" iron pin found;

Thence, 9.89 feet along the proposed west line of Holborn Road and the arc of a curve deflecting to the left having a radius of 270.00 feet, delta of 2°05'59" and a chord of 9.89 feet that bears N 42°58'00" W, to a 5/8" iron pin set;

Thence, S 48°05'00" W, 138.36 feet to a 5/8" iron pin set;

Thence, S 33°31'21" E, 10.00 feet to the Place of Beginning and containing 0.032 acres of land as surveyed by Robert J. Warner, P.S., Number 6931 for Environmental Design Group, Inc. in April 1996.

The above described parcel shall be attached to Sublot No. 20 in Greentree Subdivision No. 3 located directly to the south and shall not be transferred separately without the approval of the City of Streetsboro Planning Department, their successors or assigns.

WRV  
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AT 14:59:11 AM/PM  
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O.R. VOL. 103 PAGE 548554  
LINDA K. FANKHAUSER  
PORTAGE COUNTY RECORDER  
FEE 40.00

VOL 0103 PAGE 554

INDEXED

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EXHIBIT "A-3"



SECOND SUPPLEMENTAL DECLARATION OF COVENANTS AND RESTRICTIONS  
FOR  
GREENTREE HOMEOWNERS' ASSOCIATION  
(RECORDED IN VOL. 1136, PAGE 265 OF PORTAGE COUNTY RECORDS)

Whitlatch & Co., an Ohio Corporation, which claims title to the property described in Exhibits "A-1", "A-2" and "A-3", attached hereto and made a part hereof, by and through instruments recorded in Volume 103, Page 540, and Volume 103, Page 543 of Portage County Records, hereinafter referred to as "Owner", hereby offers the aforementioned property to GreenTree Homeowners Association in order that it may become subject to the Declaration of Covenants and Restrictions for GreenTree Homeowners' Association (the "Declaration"), dated September 1, 1992 and recorded in Volume 1136, Page 265 of Portage County Records; and

Pursuant to authority granted in the Declaration, GreenTree Holding Limited Partnership, as successor in interest to GreenTree I Limited Partnership, "Grantor", does hereby amend said Declaration as follows:

1. GreenTree Holding Limited Partnership hereby affirms that it is the successor in interest and assignee of all of the rights, interests and duties of GreenTree I Limited Partnership under the terms of the Declaration.

2. Article I (Definitions), Section 1(i) ("Existing Property"), is amended to include the addition of the property described in Exhibits "A-1", "A-2" and "A-3" attached hereto and made a part hereof; and Section 1(j) ("Grantor") is amended by substituting GreenTree Holding Limited Partnership for GreenTree I Limited Partnership.

3. Article II (Properties Subject to the Declaration), Section 1. (Existing Property), is amended to include the addition of the property described in Exhibits "A-1", "A-2" and "A-3", attached hereto and made a part hereof.

4. Article III (Membership and Voting Rights in the Association), Section 2 (Voting Rights). is amended to provide that as additional properties are made subject to the Declaration as provided in Article II (Properties Subject to the Declaration), Section 4 (Addition of Lands by Grantor), the owner of the additional properties shall become a Class B Member and be entitled to the rights, interests and duties and to the number of votes accorded therein.

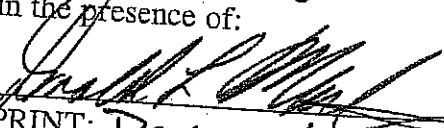
5. Article V (Covenant for Association Assessments), Section 1(b) (Obligation for Annual Assessments or Special Association Assessments) is amended by adding thereto after the words "interest thereon" in the seventh line of the second paragraph, the following ". . . at the rate of 2% over the Prime Rate as published in the Wall Street Journal Money Section . . .".

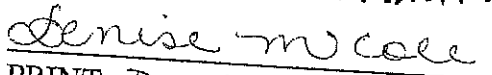
6. Article VI (Property Rights in the Common Properties), Section 2 (Title to Common Properties) is amended by deleting the word "Developer" from the first sentence and substituting the word "Grantor" therefore; and Section 3 (Additions to Common Properties) is

WKL5708


VOL 0103 Pg 548

Signed and acknowledged  
in the presence of:

  
PRINT: DONALD L. MARTIN

  
PRINT: Denise M. Cole

"Owner"  
Whitlatch & Co. ✓

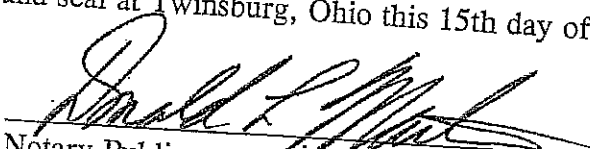
By:   
William C. Whitlatch, President

STATE OF OHIO            )  
                                  )  
COUNTY OF SUMMIT    )    SS:

BEFORE ME, A Notary Public in and for said County and State personally appeared the above named Whitlatch & Co., an Ohio Corporation, by William C. Whitlatch, its President, personally known to me, who acknowledged that he did sign the foregoing instrument and that the same is the free act and deed of him personally and as such officer and the free act and deed of said corporation.

IN TESTIMONY WHEREOF, I have set my hand and seal at Twinsburg, Ohio this 15th day of April, 1996.

This Instrument Prepared By:  
Donald L. Martin  
Attorney at Law  
10800 Ravenna Road  
P. O. Box 363  
Twinsburg, Ohio 44087

  
Notary Public

DONALD L. MARTIN, Attorney  
NOTARY PUBLIC - STATE OF OHIO  
My commission has no expiration date.  
Section 147.03 R. C.



GREENTREE VILLAGE  
PARCEL "E-2"

Situated in the City of Streetsboro, County of Portage, State of Ohio and being a part of original Streetsboro Township Lot 14, further bounded and described as follows:

Beginning at the northwest corner of Rolling Hills Acres as recorded in Plat Book 16, Page 15 of Portage County Records of Plats, from which an iron pipe found bears S 41°08'28" E, 2.18 feet;

Thence, N 88°30'26" W, 1037.35 feet along the north line of said Lot 14 to a 5/8" rebar w/cap set therein;

Thence, S 01°29'34" W, 167.37 feet to a 5/8" rebar w/cap set;

Thence, S 56°05'39" E, 162.53 feet to a 5/8" rebar w/cap set;

Thence, S 75°06'28" E, 234.33 feet to a 5/8" rebar w/cap set;

Thence, S 43°55'24" E, 193.55 feet to a 5/8" rebar w/cap set at the most northerly corner of Sublot 19 of Greentree Village Subdivision No. 3 as platted, numbered and recorded as Plat Number 94-47 of Portage County Records of Plats;

Thence, along the northerly and easterly lines of said Greentree Village Subdivision No. 3 for the following 11 courses and distances:

N 79°19'39" E, 207.43 feet to a 5/8" rebar w/cap found;

S 12°19'36" W, 63.00 feet to a 5/8" rebar w/cap found;

S 06°09'21" W, 79.61 feet to a 5/8" rebar w/cap found;

S 01°51'12" E, 79.61 feet to a 5/8" rebar w/cap found;

S 11°26'46" E, 68.07 feet to a 5/8" rebar w/cap found;

S 19°26'09" E, 107.64 feet to a 5/8" rebar w/cap found;

S 36°08'41" E, 74.88 feet to a 5/8" rebar w/cap found;

VOL 0103 P. 0552



1533 Commerce Drive / Stow (Akron), OH 44224-1711  
(216) 686-1898 Fax (216) 686-9866

GREENTREE  
SUBLOT 20 ADDITIONAL

April 18, 1996

Situated in the City of Streetsboro, County of Portage, State of Ohio and known as being part of original Streetsboro Township Lot No. 14, being further bounded and described as follows:

Beginning at a 5/8" iron pin found at the northwest corner of Sublot No. 20 as appears on the Plat of Greentree Subdivision No. 3 as recorded as Plat 94-47 of Portage County Records;

Thence, N 48°05'00" E, along the north line of Sublot No. 20, 140.00 feet to 5/8" iron pin found;

Thence, 9.89 feet along the proposed west line of Holborn Road and the arc of a curve deflecting to the left having a radius of 270.00 feet, delta of 2°05'59" and a chord of 9.89 feet that bears N 42°58'00" W, to a 5/8" iron pin set;

Thence, S 48°05'00" W, 138.36 feet to a 5/8" iron pin set;

Thence, S 33°31'21" E, 10.00 feet to the Place of Beginning and containing 0.032 acres of land as surveyed by Robert J. Warner, P.S., Number 6931 for Environmental Design Group, Inc. in April 1996.

The above described parcel shall be attached to Sublot No. 20 in Greentree Subdivision No. 3 located directly to the south and shall not be transferred separately without the approval of the City of Streetsboro Planning Department, their successors or assigns.

WRV  
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O.R. VOL. 103 PAGE 548554  
LINDA K. FANKHAUSER  
PORTAGE COUNTY RECORDER  
FEE 40.00

VOL. 0103 PG. 0564

INDEXED

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EXHIBIT "A-3"

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PORTAGE COUNTY RECORDER  
FEE 34.00

*Handwritten:* (Clav)

THIRD SUPPLEMENTAL DECLARATION

OF

COVENANTS AND RESTRICTIONS

FOR

GREENTREE HOMEOWNERS' ASSOCIATION

**INDEXED**

*Handwritten:* Edm Raw  
RECEIVED FOR RECORD  
AT 12:28:23 AM/PM  
9803919 23  
272 468-473  
PORTAGE COUNTY RECORDER  
FEE 32.00  
**INDEXED**

(RECORDED IN VOL. 1136, PAGE 265, OF PORTAGE COUNTY RECORDS)

\*Instrument No. 9803397  
Blonder Development Co., an Ohio corporation which claims title to the property described in *Exhibit 1* attached hereto and made a part hereof, by and through instruments recorded in Volume    \*, Page    , *et seq.*, of Portage County Records (hereinafter referred to as "OWNER"), hereby offers the aforementioned property to GreenTree Homeowners Association in order that it may become subject to the Declaration of Covenants and Restrictions for GreenTree Homeowners' Association (the "DECLARATION"), dated September 1, 1992, and recorded in Volume 1136, Page 265, of Portage County Records; and

Pursuant to the authority granted in the DECLARATION, GreenTree Holding Limited Partnership ("GRANTOR") does hereby amend said DECLARATION as follows:

1. Article I (Definitions), Section 1(i) ("Existing Property") is amended to include the addition of the property described in *Exhibit 1* attached hereto and made a part hereof; and
2. Article II (Properties Subject to the Declaration), Section 1. (Existing Property), is amended to include the addition of the property described in *Exhibit 1*.

Except as hereby amended, all of the provisions of the Declaration shall be and remain in full force and effect.

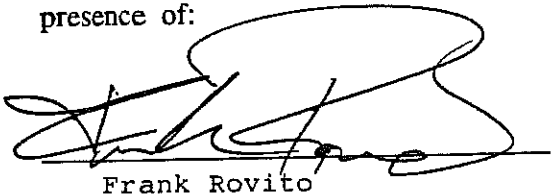
Third Supplemental Declaration is being re-recorded to correct the legal description.

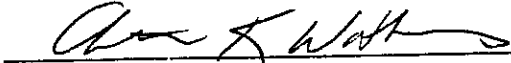
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BOOK 410 PAGE 0890

~~VOL 0272 PAGE 468~~

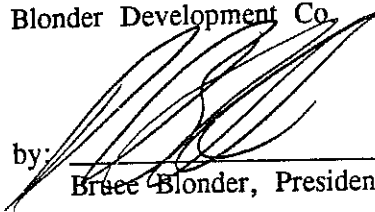
Signed and acknowledged in the presence of:

  
Frank Rovito

  
Christine K. Withers

OWNER:

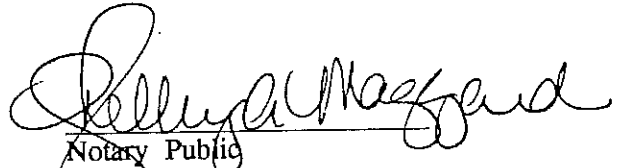
Blonder Development Co.

by:   
Bruce Blonder, President

STATE OF OHIO

COUNTY OF CUYAHOGA

The foregoing instrument was acknowledged before me on 1-31-98, 1997, by Bruce Blonder, President of Blonder Development Co.

  
Notary Public

Shelley A. Maggard  
Notary Public State of Ohio  
Commission Expiration: 5-28-2002

BOOK 410 PAGE 0891

Vol 0272 Page 469

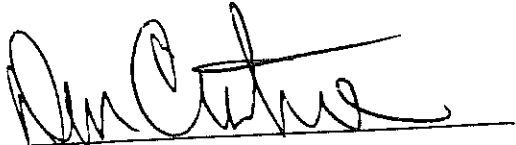
IN WITNESS WHEREOF, GreenTree Holding Limited Partnership and Blonder Development Co., all organized and existing under the laws of the State of Ohio, <sup>1998</sup> have hereunto set their hands at Cleveland, Ohio, this 2 day of FEB, <sup>1998</sup> 1997.


Signed and acknowledged in the presence of:

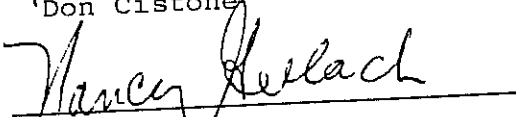
GRANTOR:

GreenTree Holding Limited Partnership X

by: SWJ Properties, Inc. X

  
Don Cistone

by:   
Sol Jacobs, President


  
Nancy Gerlach

BOOK 410 PAGE 0892

STATE OF OHIO

COUNTY OF CUYAHOGA

<sup>1998</sup> The foregoing instrument was acknowledged before me on February 2, <sup>1997</sup> by Sol Jacobs, President of SWJ Properties, Inc., the duly-authorized General Partner of GreenTree Holding Limited Partnership.

  
Notary Public

SHARON E. CISTONE  
Notary Public, State of Ohio  
My Commission Expires Oct. 27, 2000  
Recorded in Summit County

VOL-0272 PAGE 470

Prepared by:  
Atty. A. R. Mays  
Mays, Karberg & Wachter  
30100 Chagrin Blvd., S-250  
Cleveland, OH 44124

9711251648ARM

EXHIBIT A  
LEGAL DESCRIPTION

File Number 01-97-020172

Situated in the City of Streetsboro, County of Portage, and State of Ohio and known as being part of Original Streetsboro Township, Lot No. 14, and further bounded and described as follows:

Beginning at a 7/8" iron pin found in the center line of Frost Road (60 feet wide) at the Southwesterly corner of said Original Lot No. 14; thence North 00 deg. 17' 30" East, along the Westerly line of said Lot No. 14, a distance of 2700.19 feet to the Northwesterly corner thereof, said point marked by a 5/8" iron pin (Weiss) found 0.17 feet South and 0.05 feet West; thence South 88 deg. 30' 26" East, along the Northerly line of said Lot No. 14, a distance of 131.15 feet to a 5/8" iron pin (#7065) set therein and the principal place of beginning of the land herein described;

COURSE 1: Thence South 88 deg. 30' 26" East, continuing along said Northerly line of Lot No. 14, a distance of 373.91 feet to a 5/8" iron pin (#7065) set in the Northwesterly corner of the Greentree Village Subdivision No. 4 as shown by the recorded plat in Plat Volume 97, Page 23 of Portage County Records;

COURSE 2: Thence South 01 deg. 29' 34" West, along a Westerly line of said Greentree Village Subdivision No. 4, a distance of 167.43 feet to a 5/8" iron pin (#7065) set at an angle point therein;

COURSE 3: Thence South 56 deg. 05' 39" East, along a Southwesterly line of said Greentree Village Subdivision No. 4, a distance of 162.53 feet to a 5/8" iron pin (#7065) set at an angle point therein;

COURSE 4: Thence South 75 deg. 06' 28" East, continuing along a Southwesterly line of said Greentree Village Subdivision No. 4, a distance of 234.33 feet to a 5/8" iron pin (#7065) set at an angle point therein;

COURSE 5: Thence South 43 deg. 55' 24" East, continuing along a Southwesterly line of said Greentree Village Subdivision No. 4, a distance of 193.55 feet to a 5/8" iron pin (#7065) set at an angle point therein and an angle point in a Northwesterly line of the Greentree Village Subdivision No. 3 as shown by the recorded plat in Plat Volume 94, Page 47 of Portage County Records;

COURSE 6: Thence South 52 deg. 08' 15" West, along a Northwesterly line of said Greentree Village Subdivision No. 3, a distance of 140.00 feet to a 5/8" iron pin (#7065) set in the Northeasterly right of way line of Holborn Road (60 feet wide);

COURSE 7: Thence Northwesterly, along said Northeasterly right of way line of Holborn Road, along the arc of a curve deflecting to the left, a distance of 23.35 feet to a 5/8" iron pin (#7065) set at the Northeasterly corner thereof, said arc having a radius of 330.00 feet, a central angle of

LEGAL DESCRIPTION CONTINUED

BOOK 410 PAGE 0893

VOLUME 0272 PAGE 471

## CONTINUATION OF LEGAL DESCRIPTION

04 deg. 03' 15'' and a chord which bears North 39 deg. 53' 23'' West, a distance of 23.35 feet;

COURSE 8: Thence South 48 deg. 05' 00'' West, along a Northwesterly line of said Holborn Road, a distance of 60.00 feet to a 5/8'' iron pin (#7065) set at a Southwesterly corner thereof and the Northeasterly line of the Replat of Sublots 20 and 21 Greentree Village No. 3 as shown by the recorded plat in Plat Volume 96, Page 30 of Portage County Records;

COURSE 9: Thence Northwesterly, along said Northeasterly line of the Replat of Sublots 20 and 21, along the arc of a curve deflecting to the left, a distance of 9.89 feet to a 5/8'' iron pin (#7065) set at the Northeasterly corner thereof, said arc having a radius of 270.00 feet, a central angle of 02 deg. 05' 59'' and a chord which bears North 42 deg. 58' 00'' West, a distance of 9.89 feet;

COURSE 10: Thence South 48 deg. 05' 00'' West, along the Northwesterly line of said Replat of Sublots 20 and 21, a distance of 138.36 feet to a 5/8'' iron pin (#7065) set at the Northwesterly corner thereof;

COURSE 11: Thence South 41 deg. 59' 30'' West, a distance of 124.84 feet to a 5/8'' iron pin (#7065) set;

COURSE 12: Thence South 74 deg. 43' 01'' West, and distance of 135.52 feet to a 5/8'' iron pin (#7065) set;

COURSE 13: Thence North 62 deg. 18' 40'' West, a distance of 208.09 feet to a 5/8'' iron pin (#7065) set;

COURSE 14: Thence North 04 deg. 46' 51'' East, a distance of 206.53 feet to a 5/8'' iron pin (#7065) set;

COURSE 15: Thence South 72 deg. 19' 25'' West, a distance of 70.00 feet to a 5/8'' iron pin (#7065) set;

COURSE 16: Thence North 17 deg. 40' 35'' West, a distance of 120.01 feet to a 5/8'' iron pin (#7065) set;

COURSE 17: Thence Northeasterly, along the arc of a curve deflecting to the left, a distance of 3.36 feet to a 5/8'' iron pin (#7065) set. Said arc having a radius of 335.00 feet, a central angle of 00 deg. 34' 29'' and a chord which bears North 62 deg. 33' 10.5'' East, a distance of 3.36 feet;

COURSE 18: Thence North 27 deg. 44' 04'' West, a distance of 60.00 feet to a 5/8'' iron pin (#7065) set;

COURSE 19: Thence North 36 deg. 13' 33'' West, a distance of 138.32 feet to a 5/8'' iron pin (#7065) set;

COURSE 20: Thence North 01 deg. 29' 34'' East, a distance of 227.45 feet to the principal place of beginning and containing 8.5299 Acres (371,563 Square Feet) of land according to a survey made by Thomas J. Neff, Jr.,

LEGAL DESCRIPTION CONTINUED

BOOK 410 PAGE 0894

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CONTINUATION OF LEGAL DESCRIPTION

Registered Surveyor No. 7065-Ohio in December of 1997.

The subject premises being part of the same land conveyed to the Greentree Holding Limited Partnership by deed recorded in Volume 1122, Page 234 of Portage County Records.

The Basis of bearings for the premises surveyed in North 88 deg. 25' 00" West, as the centerline of Frost Road as evidenced by the recorded plat in Plat Volume 16, Page 15 of Portage County Records.

Be the same more or less, but subject to all legal highways.

PPN: 35-014 00-00-001

BOOK 410 PAGE 0895

~~VOL 0272 PAGE 473~~

END OF LEGAL DESCRIPTION



FOURTH SUPPLEMENTAL DECLARATION

OF

COVENANTS AND RESTRICTIONS

FOR

GREENTREE HOMEOWNERS' ASSOCIATION

(RECORDED IN VOL. 1136, PAGE 265, OF PORTAGE COUNTY RECORDS)

*John (Rev.)*

RECEIVED FOR RECORD  
AT 4:44:19 PM

9913525  
423  
400  
413  
PORTAGE COUNTY RECORDER  
FEE 42.00

**INDEXED**

York Development, Ltd., an Ohio limited liability company which claims title to the property described in Exhibit 1 attached hereto and made a part hereof ("PROPERTY") by and through instruments recorded in Volume 423, Page 382 et seq., of Portage County Records (hereinafter referred to as "OWNER"), hereby offers the aforementioned property to GreenTree Homeowners Association in order that it may become subject to the Declaration of Covenants and Restrictions for GreenTree Homeowners' Association (the "DECLARATION"), dated September 1, 1992, and recorded in Volume 1136, Page 265, of Portage County Records; and

Pursuant to the authority granted in the DECLARATION, Greentree Holding Limited Partnership ("DECLARANT") does hereby amend said DECLARATION as follows and York Development, Ltd., as ("GRANTOR") does hereby subject the PROPERTY to the DECLARATION:

1. Article I (Definitions), Section 1(i) ("Existing Property") of the DECLARATION is amended to include the addition of the property described in Exhibit 1 attached hereto and made a part hereof; and

2. Article II (Properties Subject to the Declaration), Section 1. (Existing Property) of the DECLARATION, is amended to include the addition of the property described in Exhibit 1.

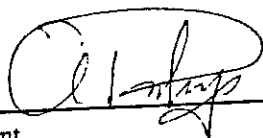
BOOK 423 PAGE 0406

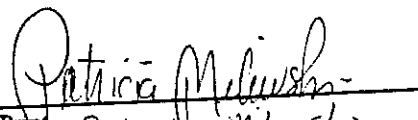
GT Commercial  
Order No. CR-D192117A

Except as hereby amended, all of the provisions of the Declaration shall be and remain in full force and effect.

IN WITNESS WHEREOF, Greentree Holding Limited Partnership and York Development, Ltd., all organized and existing under the laws of the State of Ohio, have hereunto set their hands at Cleveland, Ohio, this 5 day of May, 1999.

Signed and acknowledged in the presence of:

  
Print A.R. MAYS

  
Print Patricia Milewski

Signed and acknowledged in the presence of:

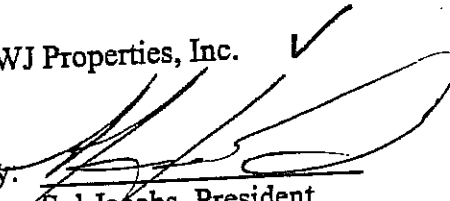
\_\_\_\_\_  
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\_\_\_\_\_  
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GRANTOR:

Greentree Holding Limited Partnership

by: SWJ Properties, Inc.

  
by: Sol Jacobs, President

OWNER:

York Development, Ltd.

by: \_\_\_\_\_  
Manager

BOOK 423 PAGE 0407

STATE OF OHIO

COUNTY OF CUYAHOGA

The foregoing instrument was acknowledged before me on May 5, 1999, by Sol Jacobs, President of SWJ Properties, Inc., the duly-authorized General Partner of Greentree Holding Limited Partnership.

Alfred R. Mays  
Notary Public

STATE OF OHIO

COUNTY OF CUYAHOGA



ALFRED R. MAYS, ATTORNEY AT LAW  
Notary Public-State of Ohio  
My Commission Has No Expiration Date  
Section 147.03 R.C.

The foregoing instrument was acknowledged before me on \_\_\_\_\_, 1999, by \_\_\_\_\_, Manager of York Development, Ltd.

\_\_\_\_\_  
Notary Public

BOOK 423 PAGE 0408

Except as hereby amended, all of the provisions of the Declaration shall be and remain in full force and effect.

IN WITNESS WHEREOF, Greentree Holding Limited Partnership and York Development, Ltd., all organized and existing under the laws of the State of Ohio, have hereunto set their hands at Cleveland, Ohio, this \_\_\_\_ day of \_\_\_\_\_, 1999.

Signed and acknowledged in the presence of:

\_\_\_\_\_  
Print

\_\_\_\_\_  
Print

Signed and acknowledged in the presence of:

Elayne M. O'Connor  
Print Elayne M. O'Connor

Rae M. Turvey  
Print RAEEN M. TURVEY

GRANTOR:

Greentree Holding Limited Partnership

by: SWJ Properties, Inc.

by: \_\_\_\_\_  
Sol Jacobs, President

OWNER:

York Development, Ltd.

by: Daniel J. Neff  
Manager

BOOK 423  
PAGE 0409

STATE OF OHIO

COUNTY OF CUYAHOGA

The foregoing instrument was acknowledged before me on \_\_\_\_\_, 1999, by Sol Jacobs, President of SWJ Properties, Inc., the duly-authorized General Partner of Greentree Holding Limited Partnership.

\_\_\_\_\_  
Notary Public

STATE OF OHIO

COUNTY OF CUYAHOGA

The foregoing instrument was acknowledged before me on May 6, 1999, by Daniel J. Neff, Manager of York Development, Ltd.

Elayne M. O'Connor  
Notary Public

**ELAYNE M. O'CONNOR**  
NOTARY PUBLIC, STATE OF OHIO  
Recorded in Cuyahoga County  
My Comm. Expires June 24, 2002

BOOK 423 PAGE 0410

prepared by  
Greentree Homeowners  
Association



**NEFF & ASSOCIATES**  
 A PROFESSIONAL CORPORATION  
 ENGINEERS • PLANNERS  
 LANDSCAPE ARCHITECTS  
 SURVEYORS

Legal Description  
 Greentree Phase 4B  
 March 24, 1999  
 File No. 11675-LD002

Situated in the City of Streetsboro, County of Portage, State of Ohio and known as being part of Original Streetsboro Township, Lot Nos. 13 and 14 and is further bounded and described as follows:

Beginning at a 7/8" iron pin found in the center line of Frost Road (60 feet wide) at the Southwesterly corner of said Original Lot No. 14. Thence North 00°-17'-30" East, along the Westerly line of said Lot No. 14, a distance of 2700.19 feet to the Northwesterly corner thereof and the principal place of beginning of the land herein described. Said point marked by a 5/8" iron pin (Weiss) found 0.17 feet South and 0.05 feet West.

- Course 1 Thence South 88°-30'-26" East, along the Northerly line of said Lot No. 14, a distance of 131.15 feet to a 5/8" iron pin (#7065) found at the Northwesterly corner of a parcel of land conveyed to the Blonder Development Co. by deed recorded in O.R. Volume 271, Page 124 of Portage County Records;
- Course 2 Thence South 01°-29'-34" West, along a Westerly line of land so conveyed to the Blonder Development Co., a distance of 227.45 feet to a 5/8" iron pin (#7065) found at an angle point therein;
- Course 3 Thence South 36°-13'-33" East, along a Southwesterly line of land so conveyed to the Blonder Development Co., a distance of 138.32 feet to a 5/8" iron pin (#7065) found at an angle point therein;
- Course 4 Thence South 27°-44'-04" East, continuing along a Southwesterly line of land so conveyed to the Blonder Development Co., a distance of 60.00 feet to a 5/8" iron pin (#7065) found at an interior corner thereof;
- Course 5 Thence Southwesterly, along a Northwesterly line of land so conveyed to the Blonder Development Co., along the arc of a curve deflecting to the right, a distance of 3.36 feet to a 5/8" iron pin (#7065) found at a Northwesterly corner thereof. Said arc having a radius of 335.00 feet, a central angle of 00°-34'-29" and a chord which bears South 62°-33'-10.5" West, a distance of 3.36 feet;
- Course 6 Thence South 17°-40'-35" East, along a Southwesterly line of land so conveyed to the Blonder Development Co., a distance of 120.01 feet to a 5/8" iron pin (#7065) found at a Southwesterly corner thereof;

BOOK 423 PAGE 0411

6405 Yark Road . Parma Heights, Ohio 44130 . Telephone: (440) 888-3100 Fax: (440) 884-6443  
<http://www.neff-assoc.com> E-mail: [neffasc@en.com](mailto:neffasc@en.com)

- Course 7 Thence North  $72^{\circ}-19'-25''$  East, along a Southeasterly line of land so conveyed to the Blonder Development Co., a distance of 70.00 feet to a  $5/8''$  iron pin (#7065) found at an angle point therein;
- Course 8 Thence South  $04^{\circ}-46'-51''$  West, along a Westerly line of land so conveyed to the Blonder Development Co., a distance of 206.53 feet to a  $5/8''$  iron pin (#7065) found at a Southwesterly corner thereof;
- Course 9 Thence South  $68^{\circ}-09'-25''$  West, a distance of 99.54 feet to a  $5/8''$  iron pin (#7065) set;
- Course 10 Thence South  $83^{\circ}-04'-22''$  West, a distance of 135.33 feet to a  $5/8''$  iron pin (#7065) set;
- Course 11 Thence North  $54^{\circ}-01'-08''$  West, a distance of 135.33 feet to a  $5/8''$  iron pin (#7065) set;
- Course 12 Thence North  $15^{\circ}-33'-13''$  West, a distance of 109.59 feet to a  $5/8''$  iron pin (#7065) set;
- Course 13 Thence North  $62^{\circ}-20'-37''$  West, a distance of 103.13 feet to a  $5/8''$  iron pin (#7065) set;
- Course 14 Thence South  $34^{\circ}-26'-01''$  West, a distance of 246.10 feet to a  $5/8''$  iron pin (#7065) set;
- Course 15 Thence North  $61^{\circ}-55'-57''$  West, a distance of 167.00 feet to a  $5/8''$  iron pin (#7065) set;
- Course 16 Thence North  $30^{\circ}-37'-50''$  East, a distance of 127.38 feet to a  $5/8''$  iron pin (#7065) set;
- Course 17 Thence Northeasterly, along the arc of a curve deflecting to the right, a distance of 130.11 feet to a  $5/8''$  iron pin (#7065) set at a point of reverse curvature. Said arc having a radius of 55.00 feet, a central angle of  $135^{\circ}-32'-21''$  and a chord which bears North  $03^{\circ}-24'-00.5''$  East, a distance of 101.82 feet;
- Course 18 Thence Northeasterly, along the arc of a curve deflecting to the left, a distance of 23.61 feet to a  $5/8''$  iron pin (#7065) set at the point of tangency. Said arc having a radius of 30.00 feet, a central angle of  $45^{\circ}-05'-57''$  and a chord which bears North  $53^{\circ}-37'-12.5''$  East, a distance of 23.01 feet;

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PAGE 0412

- Course 19 Thence North  $31^{\circ}-04'-14''$  East, a distance of 21.90 feet to a  $5/8''$  iron pin (#7065) set;
- Course 20 Thence North  $58^{\circ}-55'-46''$  West, a distance of 92.67 feet to a  $5/8''$  iron pin (#7065) set;
- Course 21 Thence North  $77^{\circ}-51'-25''$  West, a distance of 62.93 feet to a  $5/8''$  iron pin (#7065) set;
- Course 22 Thence North  $16^{\circ}-25'-28''$  East, a distance of 194.51 feet to a  $5/8''$  iron pin (#7065) set;
- Course 23 Thence Southeasterly, along the arc of a curve deflecting to the right, a distance of 26.18 feet to a  $5/8''$  iron pin (#7065) set. Said arc having a radius of 530.00 feet, a central angle of  $02^{\circ}-49'-49''$  and a chord which bears South  $72^{\circ}-09'-37.5''$  East, a distance of 26.18 feet;
- Course 24 Thence North  $19^{\circ}-15'-17''$  East, a distance of 159.61 feet to a  $5/8''$  iron pin (#7065) set;
- Course 25 Thence North  $58^{\circ}-55'-46''$  West, a distance of 35.56 feet to a  $5/8''$  iron pin (#7065) set in the Northerly line of Lot No. 13, as aforesaid;
- Course 26 Thence South  $88^{\circ}-16'-44''$  East, along said Northerly line of Lot No. 13, a distance of 355.06 feet to the principal place of beginning and containing 9.2064 Acres (401,032 Square Feet) of land according to a survey made by Thomas J. Neff, Jr., Registered Surveyor No. 7065-Ohio in December of 1997.

The subject premises being part of the same land conveyed to the Greentree Holding Limited Partnership by deed recorded in Volume 1122, Page 234 of Portage County Records.

The basis of bearings for the premises surveyed is North  $88^{\circ}-25'-00''$  West, as the center line of Frost Road as evidenced by the recorded plat in Plat Volume 16, Page 15 of Portage County Records.

Be the same more or less but subject to all legal highways.

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PAGE 0413



**FOURTH SUPPLEMENTAL DECLARATION OF COVENANTS AND RESTRICTIONS  
FOR  
GREENTREE HOMEOWNERS' ASSOCIATION**

DJN Holdings, Ltd., a limited liability company formed pursuant to the laws of the State of Ohio, which claims title to the property located in Exhibits "A" and "B", attached hereto and made a part hereof, by and through instruments recorded in Volume \_\_\_, Page \_\_\_ and Volume \_\_\_, Page \_\_\_ of the Portage County Records, hereinafter referred to as "Owner", hereby offers the aforementioned property to Greentree Homeowners' Association in order that it may become subject to the Declaration of Covenants and Restrictions for Greentree Homeowners' Association (the "Declaration"), dated September 1, 1992 and recorded in Volume 1136, Page 265 of Portage County Records; and

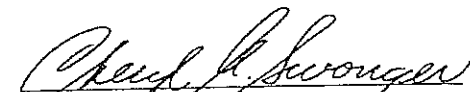
Pursuant to authority in the Declaration, DJN Holdings, Ltd., as successor in interest to Greentree I Limited Partnership, Greentree Holding Limited Partnership and York Development, Ltd., respectively, does hereby amend said Declaration as follows:

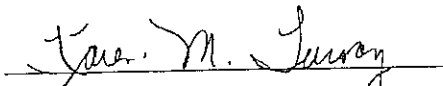
1. DJN Holdings, Ltd. does hereby affirm that it is the successor in interest and assignee of all of their rights, interests and duties of Greentree I Limited Partnership, Greentree Holding Limited Partnership and York Development, Ltd., respectively, under the terms of the Declaration.
2. Article I (Definitions), Section I (I) ("Existing Property") is amended to include the addition of the property described in Exhibit "A" and "A-1" attached hereto and made a part hereof; and
3. Article II ("Properties Subject to the Declaration"), Section I ("Existing Property"), is amended to include the addition of the property described in Exhibit "A" attached hereto and made a part hereof.

Except as hereby amended, all of the provisions of the Declaration shall be and remain in full force and effect.


IN WITNESS WHEREOF, DJN Holdings, Ltd., a limited liability company formed pursuant to the laws of the State of Ohio, has hereunto set its hand at Cleveland, Ohio, this 12<sup>TH</sup> day of JUNE, 2000.

Signed and acknowledged in the presence of:

  
Cheryl A. Swonger

  
Karen M. Tuley

GRANTOR:

DJN Holdings, Ltd. 

By:

  
DANIEL J. JEFF 

Title: MANAGING MEMBER

STATE OF OHIO

COUNTY OF CUYAHOGA

The foregoing instrument was acknowledged before me on the 12th day of June,  
2000, by Daniel J. Neff, Managing Member, DJN Holdings, Ltd.

*Elayne M. O'Connor*  
Notary Public

**ELAYNE M. O'CONNOR**  
NOTARY PUBLIC, STATE OF OHIO  
Recorded in Cuyahoga County  
My Comm. Expires June 24, 2002

BOOK 541 PAGE 0978

Legal Description  
Hunter Ridge Cluster Homes -- Block F  
March 2, 2000  
File No. 11675D-LD001

Situated in the City of Streetsboro, County of Portage, State of Ohio and known as being part of Original Streetsboro Township, Lot Nos. 13 and 14 and is further bounded and described as follows:

Beginning at a 7/8" iron pin found in the center line of Frost Road (60 feet wide) at the Southeasterly corner of said Original Lot No. 13. Thence North 88°-10'-52" West, along said center line of Frost Road, a distance of 1601.73 feet to the center line of Greentree Parkway (60 feet wide). Thence North 01°-49'-08" East, along said center line of Greentree Parkway, a distance of 120.19 feet to a 5/8" iron pin (#7065) found at a point of curvature therein. Thence Northeasterly, continuing along said center line of Greentree Parkway, along the arc of a curve deflecting to the right, a distance of 148.79 feet to a 5/8" iron pin (#7065) found at the point of tangency therein. Said arc having a radius of 200.00 feet, a central angle of 42°-37'-35" and a chord which bears North 23°-07'-55.5" East, a distance of 145.39 feet. Thence North 44°-26'-43" East, continuing along said center line of Greentree Parkway, a distance of 154.67 feet to a 5/8" iron pin (#7065) found at a point of curvature therein. Thence Northeasterly continuing along said center line of Greentree Parkway, along the arc of a curve deflecting to the left, a distance of 150.17 feet to a 5/8" iron pin (#7065) found at the point of tangency therein. Said arc having a radius of 200.00 feet, a central angle of 43°-01'-13" and a chord which bears North 22°-56'-06.5" East, a distance of 146.67 feet. Thence North 01°-25'-30" East, continuing along said center line of Greentree Parkway, a distance of 205.25 feet to a 5/8" iron pin (#7065) found at a point of curvature therein. Thence Northeasterly, continuing along said center line of Greentree Parkway, along the arc of a curve deflecting to the right, a distance of 1143.60 feet to a 5/8" iron pin (#7065) found at a point of compound curvature therein. Said arc having a radius of 811.06 feet, a central angle of 80°-47'-16" and a chord which bears North 41°-49'-08" East, a distance of 1051.20 feet. Thence Southeasterly, continuing along said center line of Greentree Parkway, along the arc of a curve deflecting to the right, a distance of 313.43 feet to a 5/8" iron pin (#7065) found at a point of reverse curvature therein. Said arc having a radius of 800.00 feet, a central angle of 22°-26'-52" and a chord which bears South 86°-33'-48" East, a distance of 311.43 feet. Thence Southeasterly,

March 2, 2000  
File No. 11675D-LD001

continuing along said center line of Greentree Parkway, along the arc of a curve deflecting to the left, a distance of 27.79 feet to a 5/8" iron pin (#7065) found at a point of compound curvature therein. Said arc having a radius of 750.00 feet, a central angle of 02°-07'-23" and a chord which bears South 76°-24'-03.5 East, a distance of 27.79 feet. Thence Northeasterly, continuing along said center line of Greentree Parkway, along the arc of a curve deflecting to the left, a distance of 427.93 feet to a 5/8" iron pin (#7065) found at a point of reverse curvature therein. Said arc having a radius of 600.00 feet, a central angle of 40°-51'-51" and a chord which bears North 82°-06'-19.5" East, a distance of 418.91 feet. Thence North 28°-19'-36" West, a distance of 30.00 feet to a point of reverse curvature in a Northerly right of way line of said Greentree Parkway. Thence Northeasterly, along said Northerly right of way line of Greentree Parkway, along the arc of a curve deflecting to the right, a distance of 26.23 feet to a 5/8" iron pin (#7065) set at the principal place of beginning of the land herein described. Said arc having a radius of 430.00 feet, a central angle of 03°-29'-40" and a chord which bears North 63°-25'-14" East, a distance of 26.22 feet;

- Course 1 Thence North 53°-43'-04" West, a distance of 11.91 feet to a 5/8" iron pin (#7065) set;
- Course 2 Thence North 28°-02'-05" West, a distance of 42.45 feet to a 5/8" iron pin (#7065) set;
- Course 3 Thence South 88°-51'-05" West, a distance of 23.17 feet to a 5/8" iron pin (#7065) set;
- Course 4 Thence North 86°-19'-21" West, a distance of 63.70 feet to a 5/8" iron pin (#7065) set;
- Course 5 Thence North 39°-02'-18" West, a distance of 77.13 feet to a 5/8" iron pin (#7065) set;
- Course 6 Thence North 28°-19'-59" East, a distance of 24.34 feet to a 5/8" iron pin (#7065) set;
- Course 7 Thence North 18°-41'-05" East, a distance of 68.51 feet to a 5/8" iron pin (#7065) set;

March 2, 2000  
File No. 11675D-LD0001

- Course 8 Thence North  $03^{\circ}-08'-34''$  East, a distance of 92.77 feet to a  $5/8''$  iron pin (#7065) set;
- Course 9 Thence North  $89^{\circ}-56'-21''$  East, a distance of 627.25 feet to a  $5/8''$  iron pin (#7065) set;
- Course 10 Thence South  $00^{\circ}-42'-22''$  West, a distance of 64.62 feet to a  $5/8''$  iron pin (#7065) set;
- Course 11 Thence South  $04^{\circ}-11'-59''$  West, a distance of 23.60 feet to a  $5/8''$  iron pin (#7065) set;
- Course 12 Thence South  $00^{\circ}-22'-37''$  East, a distance of 48.15 feet to a  $5/8''$  iron pin (#7065) set;
- Course 13 Thence South  $12^{\circ}-44'-58''$  West, a distance of 84.59 feet to a  $5/8''$  iron pin (#7065) set;
- Course 14 Thence South  $74^{\circ}-33'-31''$  East, a distance of 58.71 feet to a  $5/8''$  iron pin (#7065) set;
- Course 15 Thence North  $85^{\circ}-35'-04''$  East, a distance of 40.82 feet to a  $5/8''$  iron pin (#7065) set;
- Course 16 Thence South  $31^{\circ}-35'-51''$  East, a distance of 41.42 feet to a  $5/8''$  iron pin set in a Westerly line of the Greentree Village Subdivision No. 3 as shown by the recorded plat in Plat Book 94, Page 47 of Portage County Records;
- Course 17 Thence South  $00^{\circ}-50'-44''$  West, along said Westerly line of said Greentree Village Subdivision No. 3, a distance of 165.87 feet to a  $5/8''$  iron pin (#7065) found at a Southwesterly corner thereof and a point of curvature in a Northeasterly right of way line of Greentree Parkway, as aforesaid;
- Course 18 Thence Northwesterly, along said Northeasterly right of way line of Greentree Parkway, along the arc of a curve deflecting to the right, a distance of 162.29 feet to a point of reverse curvature therein. Said arc having a radius of 502.61 feet, a central angle of  $18^{\circ}-30'-02''$  and a chord which bears North  $59^{\circ}-04'-03''$  West, a distance of 161.59 feet;

March 2, 2000  
File No. 11675D-LD001

Course 19 Thence Northwesterly, along a Northerly right of way line of said Greentree Parkway, along the arc of a curve deflecting to the left, a distance of 487.93 feet to the principal place of beginning. Said arc having a radius of 430.00 feet, a central angle of 65°-00'-54" and a chord which bears North 82°-19'-29" West, a distance of 462.17 feet. Said parcel of land contains 4.3672 Acres (190,235 Square Feet) of land according to a survey made by Thomas J. Neff, Jr. Registered Surveyor No. 7065-Ohio in December of 1997. The subject area being part of the same land conveyed to DJN Holdings, Ltd. by deed recorded in O.R. Volume 493, Page 178 of Portage County Records.

The basis of bearings for the area surveyed is North 88°-25'-00" West, as a portion of the center line of Frost Road as evidenced by the recorded plat in Plat Volume 16, Page 15 of Portage County Records.

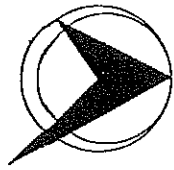
Be the same more or less but subject to all legal highways.

*X. Also Vette (Woodmace)*

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AT 12:56:03 PM/PH  
200013574 5238  
541 977-983  
L. J. KAUSER  
PORTAGE COUNTY RECORDER  
FEE 34.00

INDEXED

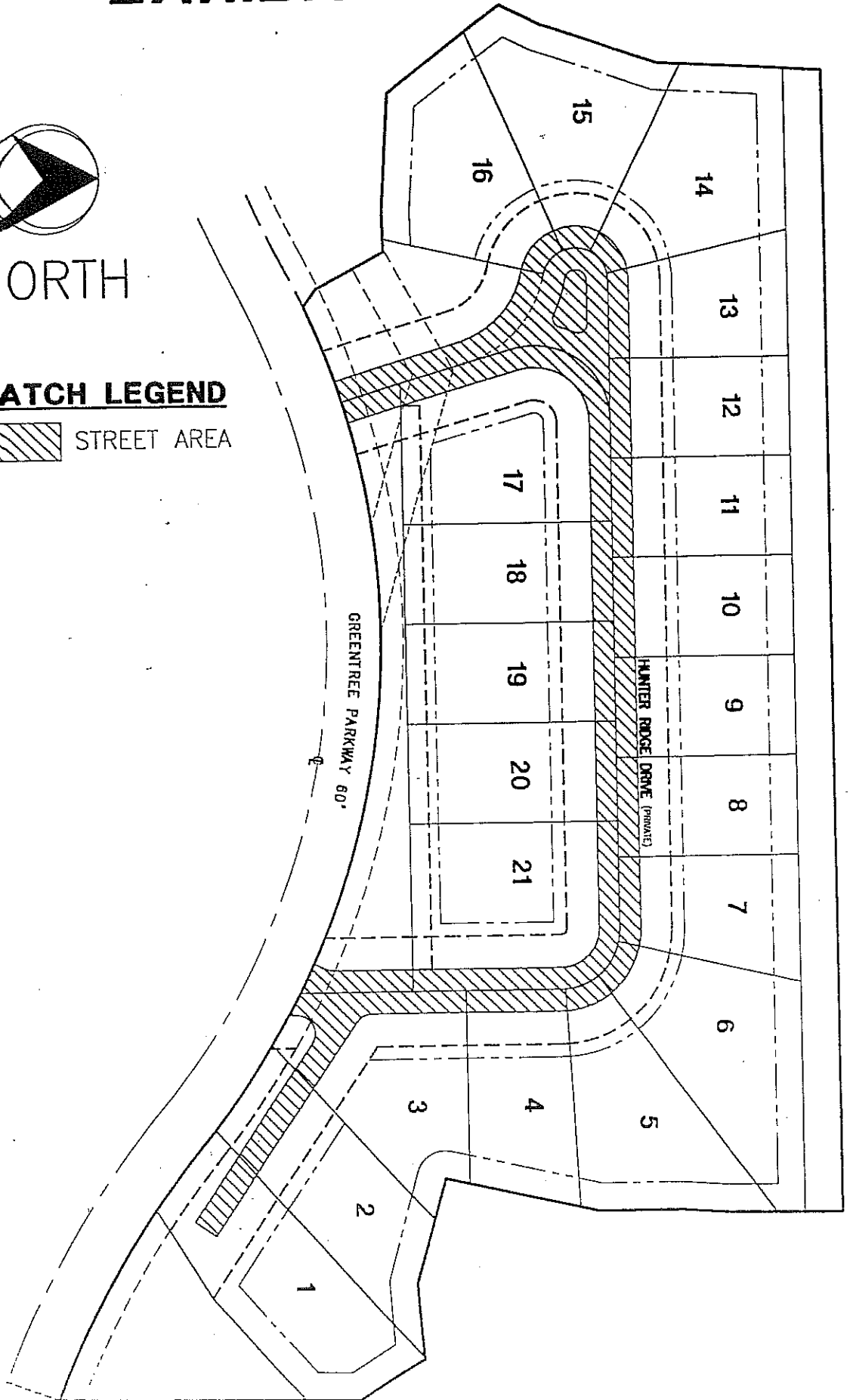
# EXHIBIT "A-1"



NORTH

## HATCH LEGEND

 STREET AREA



200101402

FIFTH SUPPLEMENTAL DECLARATION OF COVENANTS AND RESTRICTIONS  
FOR  
✓ GREENTREE HOMEOWNERS' ASSOCIATION

DJN Holdings, Ltd., a limited liability company formed pursuant to the laws of the State of Ohio, which claims title to the property located in Exhibit "A" and known as Phase 5A in the Greentree Development, attached hereto and made a part hereof, by and through instruments recorded in Plat Volume 2000-44 of the Portage County Plat Records, hereinafter referred to as "Owner", hereby offers the aforementioned property to Greentree Homeowners' Association in order that it may become subject to the Declaration of Covenants and Restrictions for Greentree Homeowners' Association (the "Declaration"), dated September 1, 1992 and recorded in Volume 1136, Page 265 of Portage County Records; and

Pursuant to authority in the Declaration, DJN Holdings, Ltd., as successor in interest to Greentree I Limited Partnership, Greentree Holding Limited Partnership and York Development, Ltd., respectively, does hereby amend said Declaration as follows:

1. DJN Holdings, Ltd. does hereby affirm that it is the successor in interest and assignee of all of their rights, interests and duties of Greentree I Limited Partnership, Greentree Holding Limited Partnership and York Development, Ltd., respectively, under the terms of the Declaration.

2. Article I (Definitions), Section I (I) ("Existing Property") is amended to include the addition of the property described in Exhibit "A" and "A-1" attached hereto and made a part hereof; and

3. Article II ("Properties Subject to the Declaration"), Section I ("Existing Property"), is amended to include the addition of the property described in Exhibit "A" attached hereto and made a part hereof.

Except as hereby amended, all of the provisions of the Declaration shall be and remain in full force and effect.

IN WITNESS WHEREOF, DJN Holdings, Ltd., a limited liability company formed pursuant to the laws of the State of Ohio, has hereunto set its hand at Cleveland, Ohio, this 12<sup>th</sup> day of JUNE, 2000.

Signed and acknowledged in the presence of:

[Signature]  
Charles A. Swanson

[Signature]  
KAREN M. TURSLEY

DECLARANT:

DJN Holdings, Ltd. ✓

By: [Signature] ✓  
DANIEL J. NEFF

Title: MANAGING MEMBER



enr-3

RECEIVED FOR RECORD  
AT 11/24/05

STATE OF OHIO )  
 )  
COUNTY OF CUYAHOGA )

SS:

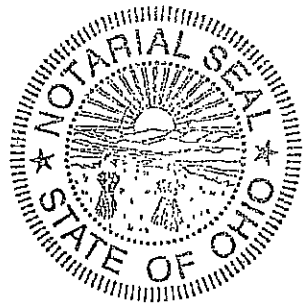
20 0101402 5220

LINDA K. FANKHAUSER  
PORTAGE COUNTY RECORDER

FEE 2800

**INDEXED**

The foregoing instrument was acknowledged before me on the 12<sup>th</sup> day of June, 2000, by Daniel J. Neff, Managing Member, DJN Holdings, Ltd.



Elayne M. O'Connor  
Notary Public

**ELAYNE M. O'CONNOR**  
NOTARY PUBLIC, STATE OF OHIO  
Recorded in Cuyahoga County  
My Comm. Expires June 24, 2002

File No. York/Fifth Supplemental Declaration Covenants & Restrictions -- Greentree HOA

PREPARED BY DJN HOLDINGS, LTD.

*Ohio Little Corp*



**NEFF & ASSOCIATES**  
A PROFESSIONAL CORPORATION  
ENGINEERS • PLANNERS  
LANDSCAPE ARCHITECTS  
SURVEYORS

Legal Description  
Phase 5A – Greentree Development  
December 16, 1999  
File No. 11675F-LD001

Situated in the City of Streetsboro, County of Portage, State of Ohio and known as being part of Original Streetsboro Township, Lot No. 13 and is further bounded and described as follows:

Beginning at a 7/8" iron pin found in the center line of Frost Road (60 feet wide) at the Southeasterly corner of said Original Lot No. 13. Thence North  $88^{\circ}-10'-52''$  West, along said center line of Frost Road, a distance of 1601.73 feet to the center line of Greentree Parkway (60 feet wide). Thence North  $01^{\circ}-49'-08''$  East, along said center line of Greentree Parkway, a distance of 120.19 feet to a 5/8" iron pin (#7065) found at a point of curvature therein. Thence Northeasterly, continuing along said center line of Greentree Parkway, along the arc of a curve deflecting to the right, a distance of 148.79 feet to a 5/8" iron pin (#7065) found at the point of tangency therein. Said arc having a radius of 200.00 feet, a central angle of  $42^{\circ}-37'-35''$  and a chord which bears North  $23^{\circ}-07'-55.5''$  East, a distance of 145.39 feet. Thence North  $44^{\circ}-26'-43''$  East, continuing along said center line of Greentree Parkway, a distance of 154.67 feet to a 5/8" iron pin (#7065) found at a point of curvature therein. Thence Northeasterly continuing along said center line of Greentree Parkway, along the arc of a curve deflecting to the left, a distance of 150.17 feet to a 5/8" iron pin (#7065) found at the point of tangency therein. Said arc having a radius of 200.00 feet, a central angle of  $43^{\circ}-01'-13''$  and a chord which bears North  $22^{\circ}-56'-06.5''$  East, a distance of 146.67 feet. Thence North  $01^{\circ}-25'-30''$  East, continuing along said center line of Greentree Parkway, a distance of 205.25 feet to a 5/8" iron pin (#7065) found at a point of curvature therein and the intersection of the center line of Brushwood Drive (60 feet wide). Thence North  $88^{\circ}-34'-30''$  West, along said center line of Brushwood Drive, a distance of 30.00 feet to a point of curvature in the Westerly right of way line of said Greentree Parkway. Thence Northeasterly, along said Westerly right of way line of Greentree Parkway, along the arc of a curve deflecting to the right, a distance of 151.37 feet to a 5/8" iron pin (#7065) found at the Northeasterly corner of Sublot No. 93 in the Greentree Village Phase 5 as shown in the recorded plat in Plat Book 99, Page 93 of Portage County Records and the principal place of beginning of the land herein described.

Exhibit "A"

Said arc having a radius of 841.06 feet, a central angle of  $10^{\circ}-18'-42''$  and a chord which bears North  $06^{\circ}-34'-51''$  East, a distance of 151.16 feet;

- Course 1 Thence North  $71^{\circ}-58'-03''$  West, along the Northerly line of said Sublot No. 93 and along the Northerly line of Sublot No. 92 therein, a distance of 158.47 feet to a  $5/8''$  iron pin (#7065) found at the Northwesterly corner thereof and the Northeasterly corner of Sublot No. 91 therein;
- Course 2 Thence North  $44^{\circ}-45'-22''$  West, along the Northeasterly line of said Sublot No. 91 and along the Northeasterly line of Sublot Nos. 90 and 89 therein, a distance of 105.63 feet to a  $5/8''$  iron pin (#7065) found at an angle point therein;
- Course 3 Thence North  $26^{\circ}-03'-48''$  West, along a Northeasterly line of said Sublot No. 89 and along the Northeasterly line of Sublot No. 88 therein, a distance of 87.22 feet to a  $5/8''$  iron pin (#7065) found at an angle point therein;
- Course 4 Thence North  $04^{\circ}-15'-41''$  West, along the Easterly line of said Sublot No. 88 and along an Easterly line of Parcel 5-C of land conveyed to the York Development, Ltd. by deed recorded in O.R. Volume 481, Page 245 of Portage County Records, a distance of 137.55 feet to a  $5/8''$  iron pin (#7065) found at an angle point therein;
- Course 5 Thence North  $32^{\circ}-46'-20''$  East, along a Southeasterly line of said Parcel 5-C, a distance of 120.00 feet to a  $5/8''$  iron pin (#7065) found at an angle point therein;
- Course 6 Thence North  $66^{\circ}-54'-17''$  East, along a Southeasterly line of said Parcel 5-C, a distance of 133.77 feet to a  $5/8''$  iron pin (#7065) found at a Southeasterly corner thereof and a Southwesterly corner of a parcel of land conveyed to the York Development, Ltd. by deed recorded in O.R. Volume 487, Page 307 of Portage County Records;
- Course 7 Thence South  $68^{\circ}-28'-04''$  East, along a Southwesterly line of land so conveyed to the York Development, Ltd., as last aforesaid, a distance of 129.57 feet to a  $5/8''$  iron pin (#7065) found at an angle point therein;

Page 3  
December 16, 1999  
File No. 11675F-LD001

Course 8 Thence South  $31^{\circ}-22'-15''$  East, along a Southwesterly line of land so conveyed to the York Development, Ltd., as last aforesaid, a distance of 173.17 feet to a  $5/8''$  iron pin (#7065) found at a Southwesterly corner thereof and the Westerly right of way line of Greentree Parkway, as aforesaid;

Course 9 Thence Southwesterly, along said Westerly right of way line of Greentree Parkway, along the arc of a curve deflecting to the left, a distance of 324.79 feet to the principal place of beginning. Said arc having a radius of 841.06 feet, a central angle of  $22^{\circ}-07'-32''$  and a chord bearing South  $22^{\circ}-47'-58''$  West, a distance of 322.77 feet. Said parcel contains 3.0226 Acres (131,666 Square Feet) of land according to a survey made by Thomas J. Neff, Jr., Registered Surveyor No. 7065-Ohio in December of 1997.

The basis of bearings for the premises surveyed is North  $88^{\circ}-25'-00''$  West, as the center line of Frost Road as evidenced by the recorded plat in Plat Book 16, Page 15 of Portage County Records.

Be the same more or less but subject to all legal highways.

200101403

SIXTH SUPPLEMENTAL DECLARATION OF COVENANTS AND RESTRICTIONS  
FOR  
✓ GREENTREE HOMEOWNERS' ASSOCIATION

DJN Holdings, Ltd., a limited liability company formed pursuant to the laws of the State of Ohio, which claims title to the property located in Exhibit "A", attached hereto and made a part hereof, by and through instruments recorded in Volume 493, Page 178 of the Portage County Records, hereinafter referred to as "Owner", hereby offers the aforementioned property to Greentree Homeowners' Association in order that it may become subject to the Declaration of Covenants and Restrictions for Greentree Homeowners' Association (the "Declaration"), dated September 1, 1992 and recorded in Volume 1136, Page 265 of Portage County Records; and

Pursuant to authority in the Declaration, DJN Holdings, Ltd., as successor in interest to Greentree I Limited Partnership, Greentree Holding Limited Partnership and York Development, Ltd., respectively, does hereby amend said Declaration as follows: ✓

1. DJN Holdings, Ltd. does hereby affirm that it is the successor in interest and assignee of all of their rights, interests and duties of Greentree I Limited Partnership, Greentree Holding Limited Partnership and York Development, Ltd., respectively, under the terms of the Declaration.

2. Article I (Definitions), Section I (I) ("Existing Property") is amended to include the addition of the property described in Exhibit "A" and "A-1" attached hereto and made a part hereof; and

3. Article II ("Properties Subject to the Declaration"), Section I ("Existing Property"), is amended to include the addition of the property described in Exhibit "A" attached hereto and made a part hereof.

Except as hereby amended, all of the provisions of the Declaration shall be and remain in full force and effect.

IN WITNESS WHEREOF, DJN Holdings, Ltd., a limited liability company formed pursuant to the laws of the State of Ohio, has hereunto set its hand at Cleveland, Ohio, this 18<sup>th</sup> day of JANUARY, 2001.

Signed and acknowledged in the presence of:

Cheryl A. Swonger  
Cheryl A. Swonger

Raren M. Tursoy  
RAREN M. TURSOY

DECLARANT: ✓

DJN Holdings, Ltd.

By: Daniel J. Neff  
DANIEL J. NEFF

Title: MANAGING MEMBER

1/15-3

STATE OF OHIO )  
 )  
COUNTY OF CUYAHOGA )

SS:

20 0101403 4226

RECEIVED FOR RECORD  
AT 112498

LINDA K. FANKHAUSER  
PORTAGE COUNTY RECORDER **INDEXED**

FEE 3400

The foregoing instrument was acknowledged before me on the 18<sup>th</sup> day of January, 2001, by Daniel J. Neff, Managing Member, DJN Holdings, Ltd.

Elayne M. O'Connor  
Notary Public



**ELAYNE M. O'CONNOR**  
NOTARY PUBLIC, STATE OF OHIO  
Recorded in Cuyahoga County  
My Comm. Expires June 24, 2002

File No. York\Sixth Supplemental Declaration Covenants & Restrictions-Greentree HOA

PREPARED BY DJN HOLDINGS LTD.



**NEFF & ASSOCIATES**  
A PROFESSIONAL CORPORATION  
ENGINEERS • PLANNERS  
LANDSCAPE ARCHITECTS  
SURVEYORS

Legal Description

Hunter Ridge Cluster Homes Phase 2 – Block G

June 6, 2000

File No. 11675E-LD001

Situated in the City of Streetsboro, County of Portage, State of Ohio and known as being part of Original Streetsboro Township, Lot Nos. 13 and 14 and is further bounded and described as follows:

Beginning at a 7/8" iron pin found in the center line of Frost Road (60 feet wide) at the Southeasterly corner of said Original Lot No. 13. Thence North 88°-10'-52" West, along said center line of Frost Road, a distance of 1601.73 feet to the center line of Greentree Parkway (60 feet wide). Thence North 01°-49'-08" East, along said center line of Greentree Parkway, a distance of 120.19 feet to a 5/8" iron pin (#7065) found at a point of curvature therein. Thence Northeasterly, continuing along said center line of Greentree Parkway, along the arc of a curve deflecting to the right, a distance of 148.79 feet to a 5/8" iron pin (#7065) found at the point of tangency therein. Said arc having a radius of 200.00 feet, a central angle of 42°-37'-35" and a chord which bears North 23°-07'-55.5" East, a distance of 145.39 feet. Thence North 44°-26'-43" East, continuing along said center line of Greentree Parkway, a distance of 154.67 feet to a 5/8" iron pin (#7065) found at a point of curvature therein. Thence Northeasterly continuing along said center line of Greentree Parkway, along the arc of a curve deflecting to the left, a distance of 150.17 feet to a 5/8" iron pin (#7065) found at the point of tangency therein. Said arc having a radius of 200.00 feet, a central angle of 43°-01'-13" and a chord which bears North 22°-56'-06.5" East, a distance of 146.67 feet. Thence North 01°-25'-30" East, continuing along said center line of Greentree Parkway, a distance of 205.25 feet to a 5/8" iron pin (#7065) found at a point of curvature therein. Thence Northeasterly, continuing along said center line of Greentree Parkway, along the arc of a curve deflecting to the right, a distance of 1143.60 feet to a 5/8" iron pin (#7065) found at a point of compound curvature therein. Said arc having a radius of 811.06 feet, a central angle of 80°-47'-16" and a chord which bears North 41°-49'-08" East, a distance of 1051.20 feet. Thence Southeasterly, continuing along said center line of Greentree Parkway, along the arc of a curve deflecting to the right, a distance of 313.43 feet to a 5/8" iron pin (#7065) found at a point of reverse curvature therein. Said arc having a radius of 800.00 feet, a central angle of 22°-26'-52" and a chord which bears South 86°-33'-48" East, a distance of 311.43 feet. Thence North 14°-39'-38" East, a distance of 30.00 feet to a point of reverse curvature in a Northerly right of way line of said Greentree Parkway and the principal place of beginning of the land herein described;

Exhibit A

- Course 1 Thence Northwesterly, along said Northerly right of way line of Greentree Parkway, along the arc of a curve deflecting to the left, a distance of 249.11 feet to a 5/8" iron pin (#7065) set. Said arc having a radius of 830.00 feet, a central angle of 17°-11'-48" and a chord which bears North 83°-56'-16" West, a distance of 248.18 feet;
- Course 2 Thence North 70°-51'-50" East, a distance of 46.53 feet to a 5/8" iron pin (#7065) set;
- Course 3 Thence North 07°-22'-49" East, a distance of 48.18 feet to a 5/8" iron pin (#7065) set;
- Course 4 Thence North 25°-13'-59" East, a distance of 63.57 feet to a 5/8" iron pin (#7065) set;
- Course 5 Thence North 02°-59'-16" East, a distance of 98.45 feet to a 5/8" iron pin (#7065) set;
- Course 6 Thence North 37°-57'-48" West, a distance of 84.28 feet to a 5/8" iron pin (#7065) set;
- Course 7 Thence North 43°-01'-41" West, a distance of 59.16 feet to a 5/8" iron pin (#7065) set;
- Course 8 Thence North 63°-18'-20" West, a distance of 72.09 feet to a 5/8" iron pin (#7065) set;
- Course 9 Thence North 18°-17'-02" West, a distance of 68.80 feet to a 5/8" iron pin (#7065) set;
- Course 10 Thence North 11°-10'-26" West, a distance of 76.47 feet to a 5/8 iron pin (#7065) set;
- Course 11 Thence South 58°-42'-07" East, a distance of 61.02 feet to a 5/8" iron pin (#7065) set;
- Course 12 Thence South 73°-39'-44" East, a distance of 80.79 feet to a 5/8" iron pin (#7065) set;



- Course 13 Thence North  $88^{\circ}-41'-43''$  East, a distance of 49.82 feet to a  $5/8''$  iron pin (#7065) set;
- Course 14 Thence South  $20^{\circ}-58'-05''$  East, a distance of 40.02 feet to a  $5/8''$  iron pin (#7065) set;
- Course 15 Thence South  $84^{\circ}-11'-55''$  East, a distance of 72.01 feet to a  $5/8''$  iron pin (#7065) set;
- Course 16 Thence South  $74^{\circ}-13'-00''$  East, a distance of 76.91 feet to a  $5/8''$  iron pin (#7065) set;
- Course 17 Thence South  $45^{\circ}-10'-13''$  East, a distance of 93.13 feet to a  $5/8''$  iron pin (#7065) set;
- Course 18 Thence South  $89^{\circ}-24'-50''$  East, a distance of 92.77 feet to a  $5/8''$  iron pin (#7065) set;
- Course 19 Thence South  $70^{\circ}-19'-12''$  East, a distance of 50.52 feet to a  $5/8''$  iron pin (#7065) set;
- Course 20 Thence South  $37^{\circ}-54'-56''$  East, a distance of 78.89 feet to a  $5/8''$  iron pin (#7065) set;
- Course 21 Thence South  $11^{\circ}-17'-37''$  East, a distance of 85.44 feet to a  $5/8''$  iron pin (#7065) set;
- Course 22 Thence South  $23^{\circ}-36'-15''$  East, a distance of 80.65 feet to a  $5/8''$  iron pin (#7065) set;
- Course 23 Thence South  $42^{\circ}-41'-12''$  East, a distance of 62.75 feet to a  $5/8''$  iron pin (#7065) set;
- Course 24 Thence South  $61^{\circ}-22'-01''$  East, a distance of 61.11 feet to a  $5/8''$  iron pin (#7065) set in a Northerly curved right of way line of Greentree Parkway, as aforesaid;
- Course 25 Thence Southwesterly, along said Northerly right of way line of Greentree Parkway, along the arc of a curve deflecting to the right, a distance of 364.11 to a point of compound curvature therein. Said arc having a radius of 570.00 feet, a central angle of  $36^{\circ}-36'-01''$  and a chord and a chord which bears South  $84^{\circ}-14'-14.5''$  West, a distance of 357.95 feet;

Page 4  
June 6, 2000  
File No. 11675E-LD001

Course 26 Thence Northwesterly, continuing along said Northerly right of way line of Greentree Parkway, along the arc of a curve deflecting to the right, a distance of 26.68 feet to the principal place of beginning. Said arc having a radius of 720.00 feet, a central angle of  $02^{\circ}-07'-23''$  and a chord which bears North  $76^{\circ}-24'-03.5''$  West, a distance of 26.68 feet. Said parcel of land contains 4.4377 Acres (193,306 Square Feet) of land according to a survey made by Thomas J. Neff, Jr. Registered Surveyor No. 7065-Ohio in December of 1997.

The subject area being part of the same land conveyed to DJN Holdings, Ltd. by deed recorded in O.R. Volume 493, Page 178 of Portage County Records.

The basis of bearings for the area surveyed is North  $88^{\circ}-25'-00''$  West, as a portion of the center line of Frost Road as evidenced by the recorded plat in Plat Volume 16, Page 15 of Portage County Records.

Be the same more or less but subject to all legal highways.

26 or

200115486

**SEVENTH SUPPLEMENTAL DECLARATION OF COVENANTS AND  
RESTRICTIONS  
FOR  
GREENTREE HOMEOWNERS' ASSOCIATION ✓  
Phase 6**

DJN Holdings, Ltd., a limited liability company formed pursuant to the laws of the State of Ohio, which claims title to the property located in Exhibit "A", attached hereto and made a part hereof, by and through instruments recorded in Volume 493, Page 178 of the Portage County Records, hereinafter referred to as "Owner", hereby offers the aforementioned property to Greentree Homeowners' Association in order that it may become subject to the Declaration of Covenants and Restrictions for Greentree Homeowners' Association (the "Declaration"), dated September 1, 1992 and recorded in Volume 1136, Page 265 of Portage County Records; and

Pursuant to authority in the Declaration, DJN Holdings, Ltd., as successor in interest to Greentree I Limited Partnership, Greentree Holding Limited Partnership and York Development, Ltd., respectively, does hereby amend said Declaration as follows:

1. DJN Holdings, Ltd. does hereby affirm that it is the successor in interest and assignee of all of their rights, interests and duties of Greentree I Limited Partnership, Greentree Holding Limited Partnership and York Development, Ltd., respectively, under the terms of the Declaration. ✓

2. Article I (Definitions), Section I (I) ("Existing Property") is amended to include the addition of the property described in Exhibit "A" attached hereto and made a part hereof; and

3. Article II ("Properties Subject to the Declaration"), Section I ("Existing Property"), is amended to include the addition of the property described in Exhibit "A" attached hereto and made a part hereof.

Except as hereby amended, all of the provisions of the Declaration shall be and remain in full force and effect.

IN WITNESS WHEREOF, DJN Holdings, Ltd., a limited liability company formed pursuant to the laws of the State of Ohio, has hereunto set its hand at Cleveland, Ohio, this 13<sup>th</sup> day of JUNE, 2001.

Signed and acknowledged in the presence of:

Elayne M. O'Connor  
Elayne M. O'Connor

Sandra D. Nawrocki  
Sandra D. Nawrocki

DECLARANT:

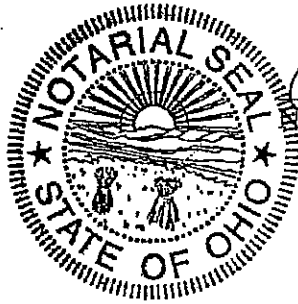
DJN Holdings, Ltd. ✓

By: Daniel J. Neff  
DANIEL J. NEFF

Title: Managing Member ✓

STATE OF OHIO )  
 ) SS:  
COUNTY OF CUYAHOGA )

The foregoing instrument was acknowledged before me on the 13th day of June 2001, 2001, by Daniel J. Neff, Managing Member, DJN Holdings, Ltd.



*Cheryl A. Swonger*  
Notary Public

CHERYL A. SWONGER  
NOTARY PUBLIC, STATE OF OHIO  
Recorded in Cuyahoga County  
My Comm. Expires June 26, 2005

*Patty*  
RECEIVED FOR RECORD  
AT 15:59:30  
200115486 3135  
LINDA L. HAUSER  
PORTAGE COUNTY RECORDER  
FEE 28-00

**INDEXED**

Prepared by DJN Holdings, Ltd.

File No. York\Seventh Supplemental Declaration Covenants & Restrictions-Greentree HOA



**NEFF & ASSOCIATES**  
A PROFESSIONAL CORPORATION  
ENGINEERS • PLANNERS  
LANDSCAPE ARCHITECTS  
SURVEYORS

Legal Description

Greentree Village Phase 6 – Blocks T, 5-B, and 6-B

June 6, 2000

File No. 11675G-LD001

Situated in the City of Streetsboro, County of Portage, State of Ohio and known as being part of Original Streetsboro Township, Lot No. 13 and is further bounded and described as follows:

Beginning at a 5/8" iron pin (#7065) found at in the center line of Brushwood Drive (60 feet wide) at the Northeasterly terminus thereof as dedicated in the Greentree Village Phase 5 as shown by the recorded plat in Plat Volume 99, Page 93 of Portage County Records;

- Course 1 Thence North  $21^{\circ}-49'-53''$  East, along an Easterly right of way line of said Brushwood Drive, a distance of 30.00 feet to a 5/8" iron pin (#7065) found at the Northeasterly corner thereof;
- Course 2 Thence Northwesterly, along a Northerly right of way line of said Brushwood Drive, along the arc of a curve deflecting to the left, a distance of 96.60 feet to a 5/8" iron pin (#7065) found at the Southeasterly corner of Sublot No. 119 in the Greentree Village Phase 5, as aforesaid. Said arc having a radius of 330.00 feet, a central angle of  $16^{\circ}-46'-19''$  and a chord which bears North  $76^{\circ}-33'-16.5''$  West, a distance of 96.25 feet;
- Course 3 Thence North  $05^{\circ}-03'-34''$  East, along the Easterly line of said Sublot No. 119 and along the Northerly prolongation thereof, a distance of 579.75 feet to a 5/8" iron pin (#7065) found in the Northerly line of Original Lot No. 13, as aforesaid;
- Course 4 Thence South  $88^{\circ}-16'-44''$  East, along said Northerly line of Original Lot No. 13, a distance of 1082.81 feet to a 5/8" iron pin (#7065) found at a Northwesterly corner of a parcel of land conveyed to York Development, Ltd. by deed recorded in O.R. Volume 423, Page 382 of Portage County Records;
- Course 5 Thence South  $58^{\circ}-55'-46''$  East, along a Southwesterly line of land so conveyed to York Development, Ltd., a distance of 35.56 feet to a 5/8" iron pin (#7065) found at an angle point therein;
- Course 6 Thence South  $19^{\circ}-15'-17''$  West, along a Northwesterly line of land so conveyed to York Development, Ltd., a distance of 159.61 feet to a 5/8" iron pin (#7065) found at an interior corner thereof;

EXHIBIT A

- Course 7 Thence Northwesterly, along a Northeasterly line of land so conveyed to York Development, Ltd., along the arc of a curve deflecting to the left, a distance of 26.18 feet to a 5/8" iron pin (#7065) found at a Northwesterly corner thereof. Said arc having a radius of 530.00 feet, a central angle of  $02^{\circ}-49'-49''$  and a chord which bears North  $72^{\circ}-09'-37.5''$  West, a distance of 26.18 feet;
- Course 8 Thence South  $16^{\circ}-25'-28''$  West, along a Northwesterly line of land so conveyed to York Development, Ltd., a distance of 194.51 feet to a 5/8" iron pin (#7065) found at an interior corner thereof;
- Course 9 Thence North  $77^{\circ}-51'-25''$  West, along a Northeasterly line of land so conveyed to York Development, Ltd., a distance of 61.33 feet to a 5/8" iron pin (#7065) found at a Northwesterly corner thereof;
- Course 10 Thence South  $30^{\circ}-44'-03''$  West, along a Northwesterly line of land so conveyed to York Development, Ltd., a distance of 127.84 feet to a 5/8" iron pin (#7065) found at an angle point therein;
- Course 11 Thence South  $41^{\circ}-37'-18''$  West, a distance of 140.61 feet to a 5/8" iron pin (#7065) set;
- Course 12 Thence North  $42^{\circ}-34'-16''$  West, a distance of 149.10 feet to a 5/8" iron pin (#7065) set;
- Course 13 Thence South  $41^{\circ}-35'-11''$  West, a distance of 53.91 feet to a 5/8" iron pin (#7065) set at a point of curvature;
- Course 14 Thence Southwesterly, along the arc of a curve deflecting to the right, a distance of 662.04 feet to a 5/8" iron pin (#7065) found at the Southeasterly corner of Brushwood Drive, as aforesaid. Said arc having a radius of 540.00 feet, a central angle of  $70^{\circ}-14'-42''$  and a chord which bears South  $76^{\circ}-42'-32''$  West, a distance of 621.35 feet;
- Course 15 Thence North  $21^{\circ}-49'-53''$  East, along an Easterly right of way line of said Brushwood Drive, a distance of 30.00 feet to the place of beginning and containing 13.7654 Acres (599,621 Square Feet) of land according to a survey made by Thomas J. Neff, Jr. Registered Surveyor No. 7065-Ohio in December of 1998.

Page 3  
June 6, 2000  
File No. 11675G-LD001

The subject premises being part of the same land conveyed to DJN Holdings, Ltd. by deed recorded in O.R. Volume 493, Page 178 of Portage County Records.

The basis of bearings for the area surveyed is North  $00^{\circ}-16'-39''$  West, as a portion of the center line of Brushwood Drive as evidenced by the recorded plat in Plat Volume 99, Page 93 of Portage County Records.

Be the same more or less but subject to all legal highways.

EXHIBIT A

26-00

200115487

EIGHTH SUPPLEMENTAL DECLARATION OF COVENANTS AND RESTRICTIONS  
FOR  
GREENTREE HOMEOWNERS' ASSOCIATION  
Phase 4B

DJN Holdings, Ltd., a limited liability company formed pursuant to the laws of the State of Ohio, by and through instrument recorded in O.R. Volume 493, Page 178 of the Portage County Records and York Development, Ltd., a limited liability company formed pursuant to the laws of the State of Ohio, by and through instrument recorded in O.R. Volume 423, Page 382 of the Portage County Records, hereinafter referred to as "Owners, which claims title to the property located in Exhibits "A and B", attached hereto and made a part hereof, hereby offer the aforementioned property to Greentree Homeowners' Association in order that it may become subject to the Declaration of Covenants and Restrictions for Greentree Homeowners' Association (the "Declaration"), dated September 1, 1992 and recorded in Volume 1136, Page 265 of Portage County Records; and

Pursuant to authority in the Declaration, DJN Holdings, Ltd., as successor in interest to Greentree I Limited Partnership, Greentree Holding Limited Partnership and York Development, Ltd., respectively, does hereby amend said Declaration as follows:

1. DJN Holdings, Ltd. does hereby affirm that it is the successor in interest and assignee of all of their rights, interests and duties of Greentree I Limited Partnership, Greentree Holding Limited Partnership and York Development, Ltd., respectively, under the terms of the Declaration.

2. Article I (Definitions), Section I (I) ("Existing Property") is amended to include the addition of the property described in Exhibit "A" attached hereto and made a part hereof; and

3. Article II ("Properties Subject to the Declaration"), Section I ("Existing Property"), is amended to include the addition of the property described in Exhibit "A" attached hereto and made a part hereof.

Except as hereby amended, all of the provisions of the Declaration shall be and remain in full force and effect.

IN WITNESS WHEREOF, DJN Holdings, Ltd., a limited liability company formed pursuant to the laws of the State of Ohio, has hereunto set its hand at Cleveland, Ohio, this 13<sup>TH</sup> day of JUNE, 2001.

Signed and acknowledged in the presence of:

Elayne M. O'Connor  
Elayne M. O'Connor

Sandra D. Nawrocki  
SANDRA D. NAWROCKI

DECLARANT:

DJN Holdings, Ltd.

By: Daniel J. Neff  
DANIEL J. NEFF

Title: MANAGING MEMBER







**NEFF & ASSOCIATES**  
A PROFESSIONAL CORPORATION  
ENGINEERS • PLANNERS  
LANDSCAPE ARCHITECTS  
SURVEYORS

Legal Description  
Greentree Phase 4B  
March 24, 1999  
Revised June 13, 2001  
File No. 11675-LD002

Situated in the City of Streetsboro, County of Portage, State of Ohio and known as being part of Original Streetsboro Township, Lot Nos. 13 and 14 and is further bounded and described as follows:

Beginning at a 7/8" iron pin found in the center line of Frost Road (60 feet wide) at the Southwesterly corner of said Original Lot No. 14. Thence North  $00^{\circ}-17'-30''$  East, along the Westerly line of said Lot No. 14, a distance of 2700.19 feet to the Northwesterly corner thereof and the principal place of beginning of the land herein described. Said point marked by a 5/8" iron pin (Weiss) found 0.17 feet South and 0.05 feet West.

- Course 1 Thence South  $88^{\circ}-30'-26''$  East, along the Northerly line of said Lot No. 14, a distance of 131.15 feet to a 5/8" iron pin (#7065) found at the Northwesterly corner of a parcel of land conveyed to the Blonder Development Co. by deed recorded in O.R. Volume 271, Page 124 of Portage County Records;
- Course 2 Thence South  $01^{\circ}-29'-34''$  West, along a Westerly line of land so conveyed to the Blonder Development Co., a distance of 227.45 feet to a 5/8" iron pin (#7065) found at an angle point therein;
- Course 3 Thence South  $36^{\circ}-13'-33''$  East, along a Southwesterly line of land so conveyed to the Blonder Development Co., a distance of 138.32 feet to a 5/8" iron pin (#7065) found at an angle point therein;
- Course 4 Thence South  $27^{\circ}-44'-04''$  East, continuing along a Southwesterly line of land so conveyed to the Blonder Development Co., a distance of 60.00 feet to a 5/8" iron pin (#7065) found at an interior corner thereof;
- Course 5 Thence Southwesterly, along a Northwesterly line of land so conveyed to the Blonder Development Co., along the arc of a curve deflecting to the right, a distance of 3.36 feet to a 5/8" iron pin (#7065) found at a Northwesterly corner thereof. Said arc having a radius of 335.00 feet, a central angle of  $00^{\circ}-34'-29''$  and a chord which bears South  $62^{\circ}-33'-10.5''$  West, a distance of 3.36 feet;
- Course 6 Thence South  $17^{\circ}-40'-35''$  East, along a Southwesterly line of land so conveyed to the Blonder Development Co., a distance of 120.01 feet to a 5/8" iron pin (#7065) found at a Southwesterly corner thereof;

**EXHIBIT A**

- Course 7 Thence North  $72^{\circ}-19'-25''$  East, along a Southeasterly line of land so conveyed to the Blonder Development Co., a distance of 70.00 feet to a  $5/8''$  iron pin (#7065) found at an angle point therein;
- Course 8 Thence South  $04^{\circ}-46'-51''$  West, along a Westerly line of land so conveyed to the Blonder Development Co., a distance of 206.53 feet to a  $5/8''$  iron pin (#7065) found at a Southwesterly corner thereof;
- Course 9 Thence South  $68^{\circ}-09'-25''$  West, a distance of 99.54 feet to a  $5/8''$  iron pin (#7065) set;
- Course 10 Thence South  $83^{\circ}-04'-22''$  West, a distance of 135.33 feet to a  $5/8''$  iron pin (#7065) set;
- Course 11 Thence North  $54^{\circ}-01'-08''$  West, a distance of 135.33 feet to a  $5/8''$  iron pin (#7065) set;
- Course 12 Thence North  $15^{\circ}-33'-13''$  West, a distance of 109.59 feet to a  $5/8''$  iron pin (#7065) set;
- Course 13 Thence North  $62^{\circ}-20'-37''$  West, a distance of 103.13 feet to a  $5/8''$  iron pin (#7065) set;
- Course 14 Thence South  $34^{\circ}-26'-01''$  West, a distance of 246.10 feet to a  $5/8''$  iron pin (#7065) set;
- Course 15 Thence North  $61^{\circ}-55'-57''$  West, a distance of 260.10 feet to a  $5/8''$  iron pin (#7065) set;
- Course 16 Thence North  $24^{\circ}-32'-20''$  West, a distance of 179.21 feet to a  $5/8''$  iron pin (#7065) set;
- Course 17 Thence North  $30^{\circ}-44'-03''$  East, a distance of 127.84 feet to a  $5/8''$  iron pin (#7065) set;
- Course 18 Thence North  $77^{\circ}-51'-25''$  West, a distance of 61.33 feet to a  $5/8''$  iron pin (#7065) set;

Page 3  
March 24, 1999  
Revised June 13, 2001  
File No. 11675-LD002

- Course 19 Thence North  $16^{\circ}-25'-28''$  East, a distance of 194.51 feet to a  $5/8''$  iron pin (#7065) set;
- Course 20 Thence Southeasterly, along the arc of a curve deflecting to the right, a distance of 26.18 feet to a  $5/8''$  iron pin (#7065) set. Said arc having a radius of 530.00 feet, a central angle of  $02^{\circ}-49'-49''$  and a chord which bears South  $72^{\circ}-09'-37.5''$  East, a distance of 26.18 feet;
- Course 21 Thence North  $19^{\circ}-15'-17''$  East, a distance of 159.61 feet to a  $5/8''$  iron pin (#7065) set;
- Course 22 Thence North  $58^{\circ}-55'-46''$  West, a distance of 35.56 feet to a  $5/8''$  iron pin (#7065) set in the Northerly line of Lot No. 13, as aforesaid;
- Course 23 Thence South  $88^{\circ}-16'-44''$  East, along said Northerly line of Lot No. 13, a distance of 355.06 feet to the principal place of beginning and containing 10.3301 Acres (449.979 Square Feet) of land according to a survey made by Thomas J. Neff, Jr., Registered Surveyor No. 7065-Ohio in December of 1997.

The subject premises being part of the same land conveyed to DJN Holdings, Ltd. by deed recorded in O.R. Volume 493, Page 178 of Portage County Records and York Development, Ltd. by deed recorded in O.R. Volume 423, Page 382 of Portage County Records.

The basis of bearings for the premises surveyed is North  $88^{\circ}-25'-00''$  West, as the center line of Frost Road as evidenced by the recorded plat in Plat Volume 16, Page 15 of Portage County Records.

Be the same more or less but subject to all legal highways.

EXHIBIT A

*Emix*  
LINDA FANKHAUSER  
PORTAGE CO. RECORDER

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AT 12:32:59  
FEE 24.00

AMENDMENT TO THE

**INDEXED**

DECLARATION OF COVENANTS AND RESTRICTIONS

FOR

GREENTREE PLANNED UNIT DEVELOPMENT ✓

PLEASE CROSS MARGINAL REFERENCE WITH THE DECLARATION OF COVENANTS AND RESTRICTIONS FOR GREENTREE PLANNED UNIT DEVELOPMENT RECORDED AT VOLUME 1136, PAGE 265 ET SEQ. OF THE PORTAGE COUNTY RECORDS.

AMENDMENT TO THE  
DECLARATION OF COVENANTS AND RESTRICTIONS FOR  
GREENTREE PLANNED UNIT DEVELOPMENT

WHEREAS, the Declaration of Covenants and Restrictions for Greentree Planned Unit Development (the "Declaration") was recorded at Portage County Records Volume 1136, Page 265 et seq., and

WHEREAS, the Greentree Homeowners' Association (the "Association") is a corporation consisting of all Owners in Greentree Planned Unit Development and as such is the representative of all Owners, and

WHEREAS, Article X, Section 3 of said Declaration authorizes amendments to the Declaration, and

WHEREAS, Owners representing in excess of 75.00% of the voting power of the Association have executed instruments in writing setting forth specifically the matter to be modified (the "Amendment"), and

WHEREAS, the Association has in its records the consents to the Amendment signed by Owners representing at least 79% of the Association's voting power, and

WHEREAS, the Association has in its records the power of attorney signed by Owners representing at least 79% of the Association's voting power authorizing the Association's officers to execute the Amendment on their behalf, and

WHEREAS, the proceedings necessary to amend the Declaration as required by the Declaration of Covenants and Restrictions for Greentree Planned Unit Development have in all respects been complied with.

NOW THEREFORE, the Declaration of Covenants and Restrictions for Greentree Planned Unit Development is hereby amended by the following:

MODIFY DECLARATION ARTICLE VII, SECTION 3, entitled "Architectural Control." Said modification, to be made on Page 13 of the Declaration of Covenants and Restrictions as recorded at Portage County Records Volume 1136, Pages 265 et seq., is as follows (deleted language is stricken):

~~No home, Unit, building, fence, wall or other structure, including, without limitation, any structure used for the receipt or transmission of radio or television~~

signals shall be commenced, erected or maintained upon the Properties except by the Developer, its authorized builder or building company, nor shall any exterior addition to, or change or alteration thereon be made until the plans and specifications showing the nature, kind, shape, heights, materials and location of the same have been submitted to and approved in writing as to harmony of external design and location in relation to surrounding structures and topography by the Trustees of the Association, or by an Architectural Review Committee composed of three or more representatives appointed by the Trustees. In the event said Trustees, or their designated committee fails to approve or disapprove such design and location within thirty (30) days after said plans and specifications have been submitted to it, ~~or in any event, if no suit to enjoin the addition, alteration or change has been commenced prior to the completion thereof,~~ approval will not be required and this Section will be deemed to have been fully complied with.

Within any Condominium Domain, such plans or specifications must be approved by the individual Condominium Association, or its Architectural Review Board, prior to receiving final approval from the Trustees, or the Association's Architectural Review Committee.

Any conflict between this provision and other provisions of the Declaration shall be interpreted in favor of this modification of the architectural restrictions, but in no way does it affect exterior modifications that may have been deemed in compliance with the original language of the provision. Upon the recording of this amendment, only Owners of record at the time of such filing shall have standing to contest the validity of the amendment, whether on procedural, substantive or any other grounds, provided further that any such challenge shall be brought within one year of the recording of the amendment.

