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DECLARATION OF COVENANTS AND RESTRICTIONS
SOUTHAMPTON WOODS COMMUNITY ASSOCIATION, INC.

THIS DECLARATION, made this 12th day of June, 1990, by and between SOUTHAMPTON WOODS COMPANY, an Ohio General Partnership, (hereinafter referred to as DECLARANT), and SOUTHAMPTON WOODS COMMUNITY ASSOCIATION, INC., (hereinafter sometimes referred to as the ASSOCIATION), both of 13911 Oakbrook Drive, North Royalton, Ohio, 44133.

WITNESSETH: That

WHEREAS, Declarant is the owner of the real property described in Article II, Section 1 of this Declaration (hereinafter referred to as the "Declaration") and desires to create thereon a residential community with open spaces, water retention and detention basins, signage and lighting thereof, landscaping, sidewalks, fences and other common facilities; and to this end, desires to subject said real property to the covenants, restrictions, easements, 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, Declarant has deemed it desirable for the efficient preservation of the values in said community to create an agency to which should be delegated and assigned the powers of maintaining and administering the community properties and facilities and administering and enforcing the covenants and restrictions and collecting and disbursing the assessments and charges hereinafter created; and

WHEREAS, there has been incorporated under the laws of the State of Ohio, as a non-profit corporation, SOUTHAMPTON WOODS COMMUNITY ASSOCIATION, INC. (the "Association") for the purpose of exercising the functions aforesaid; and

WHEREAS, the Association joins in the Declaration for the purpose of accepting the duties and responsibilities imposed upon it by the protective covenants and restrictions herein contained;

NOW, THEREFORE, Declarant declares that the real property described in Article II, Section 1 (the "Properties") shall be held, transferred, sold, conveyed and occupied subject to the covenants, restrictions, easements, charges and liens contained in this Declaration and further specifies that this Declaration shall constitute covenants to run with the land and shall be binding upon Declarant and its successors and assigns and all other owners of any part of said real property, together with their grantees, successors, heirs, executors, administrators or assigns.

ARTICLE I
DEFINITIONS

Section 1. The following words when used in this Declaration shall have the following meanings (unless the context shall prohibit):

(a) "Association" shall mean and refer to SOUTHAMPTON WOODS COMMUNITY ASSOCIATION, INC.

S TITLE AGENCY, INC.

(b) "City" shall mean the City of North Royalton, a municipal corporation organized and existing under the laws of the State of Ohio. It is specifically acknowledged by all parties to this Declaration that the "City" is a third party beneficiary to these covenants and restrictions and has the authority to administer and enforce these covenants and restrictions as they relate to the Common Properties and facilities located thereon.

(c) "Common Properties" shall mean and refer to those areas of land in the Properties as shown in Exhibit "A" attached hereto and made a part hereof or as shown in any record plat of the Properties, and intended to be devoted to the common use of the members of the Association.

(d) "Declaration" shall mean and refer to this Declaration of Covenants and Restrictions and any supplements or amendments thereto.

(e) "Declarant" shall mean and refer to Southampton Woods Company.

(f) "Lot" shall mean and refer to any subdivision of land shown upon any recorded subdivision map of the Properties with the exception of Common Properties.

(g) "Improved Lot" shall mean and refer to (i) any Lot having sanitary sewer, storm sewer, water lines and paving abutting thereon, and for which a building permit is available, or (ii) any Lot upon which a dwelling has been or is being constructed.

(h) "Member" shall mean and refer to all who are members of the Association as provided in Article III, Section 1 hereunder.

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

(j) "Resident" shall mean and refer to one or more persons or entities having a leasehold interest in any dwelling under a written lease from an Owner.

ARTICLE II
PROPERTY SUBJECT TO THIS DECLARATION

Section 1 - The Properties. The real property which is and shall be held, transferred, sold, conveyed and occupied subject to this Declaration is located in the City of North Royalton, Ohio, and is shown in Exhibit "A" attached hereto and made a part hereof and described in Exhibit "B" attached hereto and made a part hereof.

Section 2 - Common Properties and Facilities. Common Properties and facilities shall be that part of the Properties subjected to use for open space, water retention and detention basins, signage and lighting thereof, sidewalks, fences, landscaping and other common facilities as shown in Exhibit "A" attached hereto and made a part hereof or as shown in any record plat of the Properties.

Section 3 - Mergers. Upon any merger or consolidation of the Association with another association, its properties, rights and obligations may, by operation of law, be transferred to another surviving or consolidated association or, alternatively, the properties, rights and obligations of another association may, by operation of law, be added to the properties, rights and obligation of the Association as a surviving corporation pursuant to a merger. The surviving or consolidated association may administer the covenants and restrictions established upon any other properties as one scheme. No such merger or consolidation, however, shall affect any revocation, change or addition to the covenants established by this Declaration within the Properties except as hereinafter provided.

Section 4 - Additional Land. Declarant contemplates acquiring additional land adjoining the Properties ("Additional Land"). Declarant, its successors and assigns, reserves the right, but not the obligation, to add all or any part of the Additional Land to the Properties by amendment hereto duly executed by Declarant and recorded with the Recorder of Cuyahoga County without any action by the Association or its members.

ARTICLE III

MEMBERSHIP AND VOTING RIGHTS IN THE ASSOCIATION

Section 1 - Membership. Every person or entity who is a record owner of a fee or undivided fee interest in any Lot shall be a member of the Association, provided that any such person or entity who holds such interest merely as a security for the performance of an obligation shall not be a member.

Section 2 - Voting Rights. The membership of the Association shall be divided into two classes entitled to the rights hereinafter set forth with respect to such classifications.

The Association shall have two classes of voting membership, namely Class A and Class B.

Class A. Class A members shall be all those Owners as defined in Article III, Section 1, with the exception of Declarant. Class A members shall be entitled to one vote for each Lot in which they hold the fee simple interest or interests. When more than one person holds such interest or interests in any Lot, all such persons shall be members, and the vote for such Lot shall be exercised as they among themselves determine, but in no event shall more than one vote be cast with respect to any such Lot.

Class B. The Class B member shall be Declarant and shall be entitled to three votes for each Lot owned in the Properties, provided that the Class B membership shall cease and become converted to Class A membership when the total votes outstanding in the Class B membership equals or is less than the total votes outstanding in the Class A membership. Thereafter, the Class B member shall be deemed to be a Class A member entitled to one vote for each Lot in the Properties owned by it.

For purposes of determining the votes allowed under this Section as to land of the Properties which is to be subdivided, but which has not yet been subdivided, the number of Lots shall be based on the Preliminary Development Plan dated August, 1988, and approved by the North Royalton Planning Commission on October 11, 1988, subject to any future revisions thereof.

Section 3 - Articles and Code of Regulations of the Association. The Articles of Incorporation and Code of Regulations of the Association may contain any provisions not in conflict with this Declaration or any supplemental declaration as are permitted to be set forth in such Articles and Code of Regulations by the non-profit corporation law of the State of Ohio as it may be in effect from time to time.

ARTICLE IV
PROPERTY RIGHTS IN THE COMMON PROPERTIES

Section 1 - Members' Easement. Subject to the provisions of Section 3 of this Article IV, every Member or, instead of said Member, any tenant or lessee thereof who is in residence upon said Member's Lot shall have for himself, his immediate household and guests, as permitted by the Rules and Regulations, a right and easement in and to the Common Properties, and such easement shall be appurtenant to and shall pass with the title to every Lot.

Section 2 - Title to Common Properties; Duty to Maintain. Declarant may retain the title to the Common Properties until such time as Declarant has completed the improvements thereon and until such time as, in the opinion of Declarant, the Association is able to maintain the same, at which time the title shall be conveyed to the Association.

Declarant shall have the duty to maintain the Common Properties and facilities located thereon until they are transferred to the Association as provided in the preceding paragraph. Thereafter, it shall be the duty of the Association to maintain and insure the same, and to give indemnifications required by the City or any other governmental authority. Maintenance shall include, but not be limited to, painting, repairing, replacing and maintaining all appurtenances, trees, shrubs, grass areas, driveways, walls, water retention and detention basins, signs, fences and all other improvements located within the Common Properties. The City, as a third party beneficiary, may, although under no obligation or duty to do so, compel Declarant or the Association, as the case may be, to fulfill the duty to maintain the Common Properties set forth in this Section 2.

Section 3 - Extent of Members' Easement. The rights and easements created by this Article IV shall be subject to the following:

(a) The right of Declarant and the Association, in accordance with its Articles of Incorporation and Code of Regulations, to borrow money for the purpose of improving the Common Properties and in aid thereof to mortgage said properties; and

(b) The right of the Association to take such steps as are reasonably necessary to protect the Common Properties against foreclosure; and

(c) The right of Declarant or the Association, as the case may be, in accordance with its Code of Regulations, to adopt uniform rules and regulations governing the use of the Common Properties; and

(d) The right of the Association to dedicate or transfer all or any part of the Common Properties to any municipality or any public agency, authority or utility for such purposes and subject to such conditions as may be determined at a meeting of the Members at which a quorum is present by the affirmative vote of two-thirds (2/3) of the Members present at such meeting or by proxy; and

(e) The City, as a third party beneficiary to these covenants and restrictions and by giving its approval to these documents, shall in no way be deemed to have waived any of its zoning, building, or other requirements of ordinances or general law which requirements shall still be binding upon the land included herein if they are more restrictive than the requirements set out within these covenants and restrictions.

Section 4 - Extension of Privileges. A Member's right in the Common Properties and the facilities located thereon shall extend automatically to all his tenants and all members of their immediate families residing on any portion of the Properties.

Subject to the rights set forth in Section 3 of this Article IV, Declarant, each Owner, the City and the Association shall have the non-exclusive right and easement in common to utilize the waterways, courses, storm sewers, drainage pipes and retention and detention basins in, over and upon the Common Properties for the purposes of the drainage of surface waters on the Properties, said rights-of-way and easements being hereby established for said purposes. It shall be the obligation of the Association to properly maintain, repair, operate and control such drainage system existing on the Common Properties,

Declarant reserves the right to grant easements for the installation and maintenance of sanitary sewers, storm sewers, drainage, and swales to the City of North Royalton.

No structures (including but not limited to sidewalks and driveways), plantings or other materials shall be placed or permitted to remain within such easement areas which may damage or interfere with the installation and/or maintenance of such improvements in such easement areas or which may change, retard, or increase the flow of water through the respective easement areas. The easement areas and all improvements therein shall be maintained continuously by the Association unless those easement areas and improvements therein are accepted by the City of North Royalton and which the City of North Royalton has formally undertaken to maintain.

ARTICLE V
COVENANT FOR MAINTENANCE ASSESSMENT

Section 1 - Creation of the Lien and Personal Obligation of Assessment. With the exception of Declarant, each Owner of an Improved Lot shall be deemed to covenant and agree to pay the Association: (1) annual assessment or charges; (2) special assessments for capital improvements, such assessments to be fixed, established and collected from time to time as hereinafter provided. The annual and special assessments together thereon and costs of collection thereof as hereinafter provided shall be a charge on the land and shall be a continuing lien upon the property against which each such assessment is made. Each such assessment, together with such interest and cost of collection thereof as hereinafter provided, shall also be the personal obligation of the person who was the Owner of such property at the time when the assessment fell due.

Section 2 - Purpose of Assessments. The assessments levied by the Association shall be used exclusively for the purpose of promoting the health, safety and welfare of the Members, and in particular, for the improvement and maintenance of properties, services and facilities devoted to this purpose and related to the use of the Common Properties including, but not limited to, the payment of utilities, taxes and insurance thereon and repair, replacement and additions thereto, and for the cost of labor, materials, equipment, management and supervision thereof.

Section 3 - Basis and Maximum of Annual Assessments. The date of commencement of the annual assessment shall be based upon the date which the Common Properties or any portion thereof is conveyed by Declarant to the Association. The annual assessment shall be \$60.00 per Improved Lot. The assessment period shall be based on the calendar year. The assessment shall remain constant during the first three (3) years. The Board of Trustees shall establish a budget and set the assessments for each year thereafter. No assessments or fees shall be levied against Lots or Improved Lots on land owned by Declarant.

Section 4 - Special Assessments for Capital Improvements. In addition to the annual assessments authorized by Section 3 hereof, the Association may levy in any assessment year a special assessment, applicable to that year only, for the purpose of defraying, in whole or in part, the cost of any construction or reconstruction, unexpected repair or replacement of a described capital improvement upon the Common Properties, including the necessary fixtures and personal property related thereto, provided that any such special assessment shall have the assent of two-thirds (2/3) of the Board of Trustees.

After the transfer of title to the Common Properties to the Association, the City shall have the right but not the obligation to impose any special assessments for improvements made by the City which would otherwise be a lien on the Common Properties on the real property or Lots within the development areas on an equitable basis to be determined by the City.

The assessments set out in Sections 3 and 4 above are enforceable as provided by law or under Article V, Section 7 of this Declaration.

Section 5 - Date of Commencement of Assessments. Subject to the provisions of Section 3 of this Article V, the annual assessments provided for therein shall commence on the date (which shall be the first day of a month) fixed by the Board of Trustees of the Association to be the date of commencement.

The first annual assessment shall be made for the calendar year and shall become due and payable on the day fixed for commencement. The assessments for any year, after the first year, shall become due and payable on the first day of March of said year.

The due date of any special assessment under Section 4 hereof shall be fixed in the resolution authorizing such assessments.

Section 6 - Duties of the Board of Trustees. The Board of Trustees of the Association shall fix the date of commencement and the amount of the assessment against each Improved Lot for each assessment period at least thirty (30) days in advance of such date of period and shall, at that time, prepare a roster of the properties and assessments applicable thereto, which shall be kept in the office of the Association and shall be open to inspection by any Owner.

Written notice of the assessment shall thereupon be sent to every Owner thereof.

The Association shall upon demand at any time furnish to any Owner liable for said assessment a certificate in writing signed by an officer of the Association, setting forth whether said assessment has been paid. Such certificate shall be conclusive evidence of any assessment therein stated to have been paid.

Section 7 - Effect of Non-Payment of Assessment; Personal Obligation of the Owner; The Lien, Remedies of the Association. If the assessments are not paid on the date when due (being the dates specified in Section 5 hereof), then such assessment shall become delinquent, together with such interest thereon and cost of collection thereof as hereinafter provided.

If an installment of an annual or special assessment is not paid within thirty (30) days after the due date, such delinquent assessment or installment shall bear interest from the due date at the highest rate permitted by law, and the Association may after such thirty (30) day period bring an action at law against the Owner responsible for the payment of such assessment, and may foreclose the lien against the property, and in the event a judgment is obtained, such judgment shall include interest on the assessment or installment amount as above provided, together with the costs of the action and reasonable attorney's fees in an amount to be determined by the court.

The Association may file in the office of the County Recorder a Notice of Lien to evidence any delinquent assessment or installment, but the Association shall not be under any duty to file such Notice of Lien and its failure or omission to do so shall not in any way impair or affect the Association's lien and other rights in and against the property and against the Owner of such property.

Section 8 - Subordination of the Lien to Primary Mortgagee. The lien of the assessments provided for herein shall be subordinate to the lien of the first mortgage, if any, placed upon the properties subject to assessment; provided, however, that such subordination shall apply only to the assessments which have become due and payable prior to a sale or transfer of such property pursuant to a decree of foreclosure, or any other proceeding in lieu of foreclosure. Such sale or transfer shall not relieve such property from liability for any assessments thereafter becoming due, nor from the lien of any such subsequent assessment.

Section 9 - Exempt Property. The following property shall be exempted from the assessments and liens created herein: (a) All properties to the extent of any easement or other interest therein dedicated to and accepted by the City of North Royalton and devoted to public use; (b) All properties of the City of North Royalton which are exempted from taxation by the laws of the State of Ohio; (c) All Common Properties; and (d) Lots or Improved Lots on land owned by Declarant.

ARTICLE VI

Architectural Control. No dwelling, building, shed, fence, wall or other structure shall be erected, placed, or altered within the Properties until the plans and specifications showing the nature, kind, shape, height, materials, colors and location of the same and the topography, landscaping, lighting, signage and mail drop facilities relating thereto shall have been submitted to and approved by Declarant in writing to assure harmony of external design and location in relation to surrounding structures. Responsibility for architectural control as described above will transfer from Declarant to the Association upon completion of construction of all dwellings within the Properties, whereupon the Board of Trustees is to establish an Architectural Review Committee comprising three (3) members, of which one shall be a practicing architect with a degree in architecture from an accredited university. If a member does not have such credentials, then a person possessing said credentials shall be retained by the Committee for advisement. The Board of Trustees shall then establish rules and regulations by which the Architectural Review Committee shall conduct its meetings.

Review and approval of any application pursuant to this Article shall be made on the basis of aesthetic considerations only and neither Declarant, the Association, the Board of Trustees nor the Architectural Review Committee shall bear any responsibility of ensuring the marketability, structural integrity or soundness of approved construction or modifications, nor for ensuring compliance with building codes and other governmental requirements. Neither Declarant, the Association, the Board of Trustees, the Architectural Review Committee nor member of any of the foregoing shall be held liable for any injury, damages or loss arising out of the manner or quality of approved construction on or modifications to any dwelling or other structure.

ARTICLE VII
GENERAL RESTRICTIONS

Section 1 - No external or outside antenna of any kind shall be maintained on any dwelling or Lot.

Section 2 - No sign or other advertising device of any nature shall be placed upon any Lot except for signs placed by Declarant or by builders and developers and approved by Declarant promoting the development and providing information to Owners and prospective purchasers.

Section 3 - No dwelling or Lot shall be used for other than residential purposes, except that this restriction shall not apply to dwellings used as model homes on Lots by Declarant, builders and developers and as administrative offices of the Association. No Lot or part thereof shall be used for a street except by Declarant or with Declarant's written approval.

Section 4 - No clothing or any other household fabric shall be hung outside of any dwelling.

Section 5 - No machinery shall be placed or operated upon any Lot except such machinery as is used in maintenance of a private residence.

Section 6 - Fences or walls of any kind may not be erected or permitted to remain on the Properties unless approved by the Architectural Review Committee or unless originally constructed by Declarant or with its written approval.

Section 7 - No dumping is permitted on any part of the Properties unless necessary for construction or improvements and authorized by Declarant or the Board of Trustees of the Association.

Section 8 - Businesses of any kind may not be conducted on any part of the Properties except as permitted in this document. An occupant may use a portion of his residence for an office or studio, provided it does not become a nuisance to neighbors, become principally an office, school or studio as distinct from a residence. The Board may adopt rules which further limit such use.

Section 9 - No automobile, truck, boat, recreational vehicle, airplane or vehicle of any kind, licensed or unlicensed, may be stored on any street or driveway in or upon the Properties except in the confine of garages or parking areas approved by the Board. Only machinery customarily required for the maintenance of residences and conventional home and hobby machinery may be placed or operated on a Lot. This permitted machinery must be stored out of sight of adjoining residences, unless such machinery is necessary for use in construction, reconstruction or repair of any building or structure.

Section 10 - No discharge of guns, ammunition or explosives will be permitted. No fishing, hunting, trapping, or poisoning of wildlife is permitted, except for rodent control, or except upon prior written approval of the Board.

Section 11 - No motorized vehicles (mini-bikes, motorcycles, mopeds, etc.) shall be permitted on the Common Properties.

Section 12 - Boating, swimming, fishing, wading or any use requiring entry into the retention and detention basins is prohibited. Dumping of refuse or any other form of pollution into the retention and detention basins or surrounding areas is also prohibited.

Section 13 - Construction trailers utilized by builders and/or developers shall be placed as far off public and private rights-of-way and concealed from view as much as possible. Disturbed areas adjacent to public or private rights-of-way or the Common Properties shall be graded and seeded as soon as possible by the builder/developer. Every reasonable effort shall be made by the builder/developer to keep the sites clear of debris.

Section 14 - One-story ranch style dwellings shall contain no less than 1,700 square feet of living area. Two-story dwellings shall contain no less than 2,000 square feet of living area. Living area is exclusive of any basements, garages, attics, decks, porches or breezeways.

Section 15 - No satellite dishes used for the transmission or reception of television or radio signals shall be permitted on any Lot.

Section 16 - No above ground swimming pools are permitted on the Properties.

ARTICLE VII
GENERAL PROVISIONS

Section 1 - Duration. The covenants and restrictions of this Declaration shall run with and bind the land, and shall inure to the benefit of and be enforceable by the Association, or the Owner of any land subject to this Declaration, their respective legal representatives, heirs, successors and assigns, for a term of twenty-five (25) years from date this Declaration is recorded, after which time said covenants and restrictions shall be automatically extended for successive periods of ten (10) years unless an instrument signed by the then Owners of two-thirds (2/3) of the Lots has been recorded, agreeing to terminate said covenants and restrictions. Provided, however, that no such agreement to terminate shall be effective unless made and recorded three (3) years in advance of the effective date of such change, and unless written notice of the proposed agreement is sent to every Owner at least ninety (90) days in advance of any action taken.

Section 2 - 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 prepaid, to the last known address of the person who appears as Member or Owner on the records of the Association at the time of such mailing.

Section 3 - Enforcement. Enforcement of these covenants and restrictions shall be by any proceeding at law or in equity against any person or persons violating or attempting to violate any covenant or restriction, either to restrain violation or to recover damages, and against the land to enforce any lien created by these covenants; and 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.

Section 4 - Binding Effect. Each grantee accepting a deed, lease or other instrument conveying any interest in a Lot, 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. Declarant, its successors and assigns, notwithstanding any other provision herein to the contrary, shall at all times have the right to fully transfer, convey and assign all of its rights, title and interest under this Declaration, provided that such transferee, grantee or assignee shall take such rights subject to all obligations also contained herein.

Section 6 - Amendments. The terms and conditions of this Declaration may be amended, annulled or waived by an instrument in writing recorded in the public records of Cuyahoga County, Ohio, in the following manner and subject to the following conditions:

(a) Until such time as Declarant, or Declarant's designated successors or assigns, has completed the sale of all the Properties, Declarant shall have the sole right and power of granting waivers to provisions of this Declaration and amending this Declaration provided no such amendment shall materially and adversely affect the value of existing dwellings or shall prevent a dwelling from being used by the Owner in the same manner that it was being used prior to the adoption of such amendment.

(b) After the sale or transfer of all of the Properties by Declarant, an amendment, annulment or waiver of any provision hereof shall have been approved at a duly called and held meeting by not less than 66-2/3 per cent of the voting membership present at a meeting at which a quorum was present in person or by proxy.

(c) In addition to the above, Declarant and/or the Association shall have the right to amend this Declaration without the consent of any person to correct errors of omission or commission or as required to comply with requirements of any governmental agency or public, quasi-public or private entity, or to bring the Declaration in compliance with applicable laws, statutes and ordinances.

Section 7 - Special Amendment. Either Declarant or the Association shall have the right and power to authorize and record a special amendment ("Special Amendment") to this Declaration at any time and from time to time, which amends this Declaration to correct clerical or typographical errors in this Declaration. In furtherance of the foregoing, and limited thereto, a power coupled with an interest is hereby reserved and granted to Declarant and to the Board to make a Special Amendment on behalf of each Owner, as proxy or attorney-in-fact, as the case may be. Each deed, mortgage, other evidence of obligation, or other instrument affecting the Properties and the acceptance thereof shall be deemed to be a grant and acknowledgment of, and a consent to the reservation of, the power to Declarant and to the Board to vote in favor or make and record Special Amendments.

Section 8 - Severability. Invalidation of any one of these covenants or restrictions by judgment or court order shall in no way affect any other provisions which shall remain in full force and effect.

IN WITNESS WHEREOF, Declarant and the Association have hereunto set their hands at Cleveland, Ohio the date and year first above written.

Signed and acknowledged
in the Presence of:

SOUTHAMPTON WOODS COMPANY,
an Ohio General Partnership

BY: SOUTHAMPTON WOODS, INC.,
Partner

Jean M. Sater
Gay W. Banner

BY: [Signature]
Gary L. Gross,
Vice President

BY: MOUNTAIN, INC.,
Partner

Jean M. Sater
Gay W. Banner

By: [Signature]
Sam H. Miller,
Vice President

**FIRST AMENDMENT TO DECLARATION OF
COVENANTS AND RESTRICTIONS
SOUTHAMPTON WOODS COMMUNITY ASSOCIATION, INC.**

THIS FIRST AMENDMENT, made this 22nd day of July, 1993, to the Declaration of Covenants and Restrictions Southampton Woods Community Association, Inc., by SOUTHAMPTON WOODS COMPANY ("Declarant").

WITNESSETH:

WHEREAS, the Declaration of Covenants and Restrictions Southampton Woods Community Association, Inc. as recorded in Volume 90-3440, Page 56 of Cuyahoga County Records ("the Declaration") contains the following provision in Article II, Section 4:

"PROPERTY SUBJECT TO THIS DECLARATION - Section 4 - Additional Land. Declarant contemplates acquiring additional land adjoining the Properties ("Additional Land"). Declarant, its successors and assigns, reserves the right, but not the obligation, to add all or any part of the Additional Land to the Properties by amendment hereto duly executed by Declarant and recorded with the Recorder of Cuyahoga County without any action by the Association or its members."

WHEREAS, Declarant has acquired Additional Land.

WHEREAS, the Additional Land is shown in Exhibit 1 attached hereto and made a part hereof and described in Exhibit 2 attached hereto and made a part hereof.

WHEREAS, Declarant now desires to add the Additional Land to the Properties.

WHEREAS, the Properties is defined in Article II, Section 1 of the Declaration.

NOW THEREFORE, pursuant to Article II, Section 4 of the Declaration, Declarant takes the following action:

The Additional Land shown in Exhibit 1 and described in Exhibit 2 is hereby added to the Properties. Accordingly, Article II, Section 1 of the Declaration is hereby amended to add the Additional Land shown in Exhibit 1 and described in Exhibit 2 to the definition of the Properties.

This action taken by Declarant shall not preclude Declarant from periodically adding all or any part of future acquired Additional Land to the Properties. Each time Declarant adds Additional Land to the Properties, Declarant shall amend the Declaration pursuant to Article II, Section 4 of the Declaration.

* * * * *

WHEREAS, the Declaration also contains the following provision in Article VII, Section 6(a):

"GENERAL PROVISIONS - Section 6 - Amendments. The terms and conditions of this Declaration may be amended, annulled or waived by an instrument in writing recorded in the public records of Cuyahoga County, Ohio, in the following manner and subject to the following conditions:

(a) Until such time as Declarant, or Declarant's designated successors or assigns, has completed the sale of all the Properties, Declarant shall have the sole right and power of granting waivers to provisions of this Declaration and amending this Declaration provided no such amendment shall materially and adversely affect the value of existing dwellings or shall prevent a dwelling from being used by the Owner in the same manner that it was being used prior to the adoption of such amendment."

WHEREAS, Declarant now desires to subject part of the newly added Additional Land for use as Common Properties and Facilities.

WHEREAS, that part of the Additional Land to be used as Common Properties and Facilities is shown in Exhibit 1 as "Common Facilities".

WHEREAS, Common Properties and Facilities is defined in Article I, Section 1(c) and Article II, Section 2 of the Declaration.

NOW THEREFORE, pursuant to Article VII, Section 6(a) of the Declaration, Declarant takes the following action:



That part of the Additional Land shown in Exhibit 1 as "Common Facilities" is hereby added to the Common Properties and Facilities. Accordingly, Article I, Section 1(c) and Article II, Section 2 of the Declaration are hereby amended to add that part of the Additional Land shown in Exhibit 1 as "Common Facilities" to the definition of Common Properties and Facilities.

This action taken by Declarant shall not preclude Declarant from subjecting portions of future added Additional Land for use as Common Properties and Facilities.

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

IN WITNESS WHEREOF, Declarant has hereunto set its hand at Cleveland, Ohio on the date first above written.

Signed and acknowledged
in presence of:


Stephanie Harhay

Anna Marie Kilian

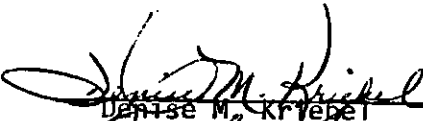
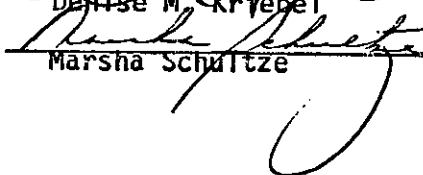
SOUTHAMPTON WOODS COMPANY,
an Ohio General Partnership

By: SOUTHAMPTON WOODS, INC.,
Partner

By: 
Gary L. Gross, Vice President

By: MOUNTAIN, INC.,
Partner

By: 
Sam H. Miller, Vice President


Denise M. Kriebel

Marsha Schultze

STATE OF OHIO)
CUYAHOGA COUNTY) SS:

BEFORE ME, a Notary Public in and for said County and State, personally appeared the above-named SOUTHAMPTON WOODS COMPANY, by Southampton Woods, Inc., by Gary L. Gross, its Vice President, who acknowledged that he did sign the foregoing instrument and that the same is his free act and deed, the free act and deed of said corporation, and the free act and deed of said partnership.

IN TESTIMONY WHEREOF, I have hereunto set my hand and official seal, at Cleveland, Ohio, this 22nd day of July, 1993.


Notary Public

ANNA MARIE KILJAN
Notary Public, State of Ohio
Recorded in Cuyahoga Cty.
My Comm. Expires 12-17-96

STATE OF OHIO)
CUYAHOGA COUNTY) SS:

BEFORE ME, a Notary Public in and for said County and State, personally appeared the above-named SOUTHAMPTON WOODS COMPANY, by Mountain, Inc., by Sam H. Miller, its Vice President, who acknowledged that he did sign the foregoing instrument and that the same is his free act and deed, the free act and deed of said corporation, and the free act and deed of said partnership.

IN TESTIMONY WHEREOF, I have hereunto set my hand and official seal, at Cleveland, Ohio, this 22nd day of July, 1993.


Notary Public

DENISE M. KRIEBEL, Notary Public
STATE OF OHIO - Cuyahoga County
My Commission Expires Dec. 4, 1997

This Instrument Prepared by:
Southampton Woods Company

EXHIBIT 1

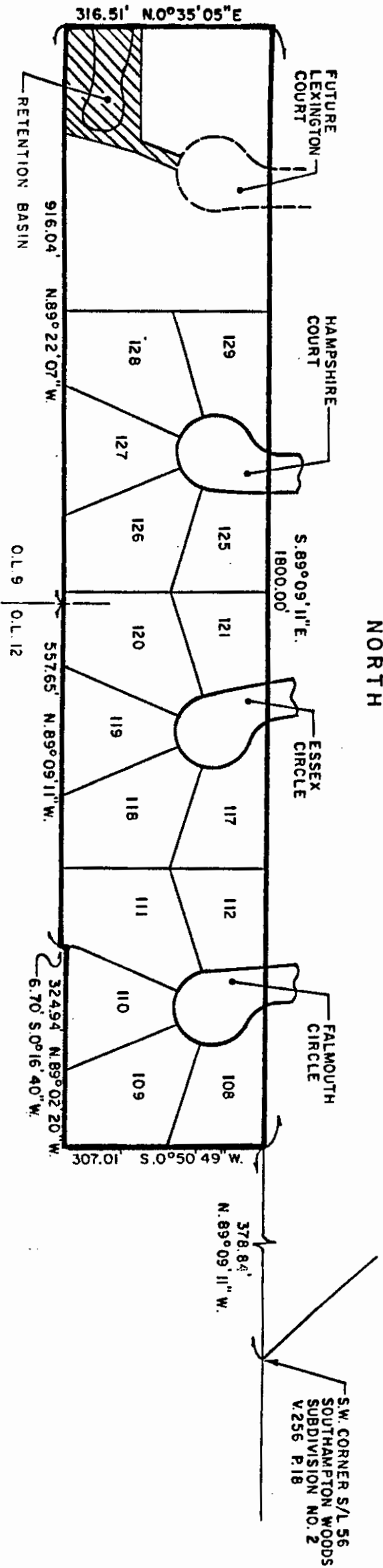
MAP OF THE PROPERTIES (ADDITIONAL LAND)
AND COMMON FACILITIES
SOUTHAMPTON WOODS COMMUNITY ASSOCIATION, INC.
NORTH ROYALTON, OHIO

SCALE: 1" = 200'

JULY, 1993

LEGEND

 COMMON FACILITIES



MCCANN ASSOCIATES, INC.
CIVIL ENGINEERS & LAND SURVEYORS
5539 RIDGE ROAD
PARMA, OHIO 44129
TELEPHONE (216) 886-1245

July 14, 1993

EXHIBIT 2

LEGAL DESCRIPTION

Situated in the City of North Royalton, County of Cuyahoga and State of Ohio and known as being part of Original Royalton Township Section Nos. 9 and 12 and being further described as follows:

Beginning at the most Southwesterly corner of Sublot No.56 in the Southampton Woods Subdivision No.2 as shown by the plat recorded in Volume 256, Page 18 of Cuyahoga County Map Records, said point being in the Northerly line of land conveyed to Edward J. and H.E. Gedeon by deed recorded in Volume 5277, Page 265 of Cuyahoga County Records;

Thence from said place of beginning North $89^{\circ} 09' 11''$ West, along said Northerly line of land so conveyed to Edward J. and H.E. Gedeon, 378.84 feet to a point therein and the principal place of beginning for the premises herein described;

Thence from said principal place of beginning South $0^{\circ} 50' 49''$ West, 307.01 feet to a point;

Thence North $89^{\circ} 02' 20''$ West, 324.94 feet to a point;

Thence South $0^{\circ} 16' 40''$ West, 6.70 feet to a point in the Southerly line of land conveyed to Edward J. and H.E. Gedeon as aforesaid;

Thence North $89^{\circ} 09' 11''$ West, 557.65 feet along the said Southerly line of land conveyed to Edward J. and H.E. Gedeon as aforesaid to its intersection with the Westerly line of Original Royalton Township Section No.12, said line being also the Easterly line of Original Royalton Township Section No.9;

EXHIBIT 2
LEGAL DESCRIPTION
July 14, 1993
Continued from Page 1

Thence North 89° 22' 07" West, 916.04 feet along the said Southerly line of land conveyed to Edward J. and H.E. Gedeon as aforesaid to an iron pin set at the Southwesterly corner thereof;

Thence North 0° 35' 05" East, 316.51 feet along the Westerly line of land conveyed to Edward J. and H.E. Gedeon as aforesaid to the Northwesterly corner thereof from which an iron pin bears South 44° 38' 12" West, 0.79 feet; said corner being also an internal corner of land conveyed to Southampton Woods Co. by deed recorded in Volume 88-5857, Page 47 of Cuyahoga County Deed Records;

Thence South 89° 09' 11" East, along the Northerly line of land conveyed to Edward J. and H.E. Gedeon as aforesaid, said line being also the Southerly line of land conveyed to Southampton Woods Co. as aforesaid, 1800.00 feet to the principal place of beginning and containing 12,920 acres of land be the same more or less but subject to all legal highways.

JFA/tr