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

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

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

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

Surety Title Agency, Inc.
ORDER NO. A 1582
ESCROW NO. _____

The Declaration provides in the beginning paragraph as follows:

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

Such paragraph is hereby amended to read as follows:

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

Article 1 of such Declaration reads in part as follows:

"ARTICLE I

IMPOSITION OF RESTRICTIONS

NOW, THEREFORE,

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

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

"ARTICLE I

IMPOSITION OF RESTRICTIONS

NOW, THEREFORE,

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

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successors, assigns and grantees,
does hereby:"

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

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

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

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

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

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

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

RECORDED
FRANKLIN COUNTY
CLERK OF COURSE
90 FEB -6 PM 3:55

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

Witnesses:

Julie Azenas
Susan Rundell

KINGSWOOD GROUP INC.

By *[Signature]*
Its *Secretary/Treasurer*

And By _____
Its _____

Julie Azenas
Susan Rundell

FRAMINGHAM GROUP INC.

By *[Signature]*
President

And By *[Signature]*
Secretary

