



**OLD SAYBROOK HOMEOWNERS
ASSOCIATION**

January 2008
First Supplement

**MASTER DECLARATION OF COVENANTS, EASEMENTS
AND RESTRICTIONS
FOR OLD SAYBROOK HOMEOWNERS ASSOCIATION, INC.**

**Filed for Record in Mahoning County, Ohio this
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By: _____

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**MASTER DECLARATION
FOR
OLD SAYBROOK HOMEOWNERS ASSOCIATION, INC.**

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ARTICLE XII

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**MASTER DECLARATION OF COVENANTS, EASEMENTS AND RESTRICTIONS
FOR OLD SAYBROOK HOMEOWNERS ASSOCIATION, INC.**

THIS MASTER DECLARATION OF COVENANTS, EASEMENTS AND RESTRICTIONS FOR OLD SAYBROOK HOMEOWNERS ASSOCIATION, INC., is made this 21 day of October, 2005, by MASTER PLAN BUILDERS, INC., (Declarant) an Ohio Corporation.

PREAMBLE

Whereas, Declarant is the owner of real estate ("Old Saybrook") located in the City of Columbiana (the "City") and described on Exhibit A and as shown on the Replat of Lot #2 of Old Saybrook Plat #1 as recorded in ORV 109, Page 204, Mahoning County Records of Plats, which is for Phase 1, and as shown on Exhibit B (the "Development Plan"), both Exhibits attached hereto and made a part hereof; and

Whereas, it is the desire and intention of the Declarant to submit the Old Saybrook Property to the terms and conditions of this Declaration together with the buildings, structures, improvements and fixtures of whatsoever kind thereon, and all rights and privileges belonging or in anyway pertaining thereto, owned by the Declarant and by each successor of the Declarant who stands in the same relation to the Old Saybrook Property as the Declarant; and

Whereas, it is the desire and intention of the Declarant to establish for its own benefit and for the mutual benefit of all future Owners or Occupants on the Old Saybrook Property, or any part thereof, certain easements and rights in, over and upon the Old Saybrook Property and certain mutually beneficial restrictions, reservations, and obligations with respect to the proper use, development, conduct, and maintenance thereof under a general plan for the development of a unified and preplanned residential area benefiting all Owners or Occupants within Old Saybrook on this Phase 1 and subsequent phases; and

Whereas, except for the Building Envelopes, as defined hereinafter, which include residential homes, condominiums, and Condominium Associations, all other property within Old Saybrook shall be Common Elements, as defined hereinafter. The Common Elements shall include a Recreational Area, as hereinafter defined, for the exclusive use of the Residences of Old Saybrook which may contain a community center, swimming pool, walking paths, and additional recreational areas as Declarant may add to the Old Saybrook Property, which shall be constructed by Declarant and maintained by the Master Association. The construction of the Recreational Area is intended to commence within three (3) years from the date the first certificate of occupancy is issued by the City with respect to a Residence in Old Saybrook in Phase 1.

Whereas, in order to enhance the Old Saybrook development, Declarant shall establish the Old Saybrook Homeowner's Association, Inc. ("Master Association") as an Ohio non-profit corporation. The Master Association shall be responsible for the maintenance of the Common Elements to benefit Old Saybrook. The Master Association will be controlled by a Master Board of Trustees which shall operate based upon the Master By-laws as set forth herein; and

Whereas, to further enhance the overall development of Old Saybrook and to supplement the services provided by the Master Association, separate Condominium Developments within the Old Saybrook Property shall be created by the Declarant and there shall be formed several Condominium Association Homeowners Associations. It is the intent of the Declarant at the outset to create two (2) such Condominium Associations, (however more may be added at a later date by the Declarant). The "SAYBROOK CARRIAGE HOME CONDOMINIUM UNIT OWNERS ASSOCIATION, INC.", and the "SAYBROOK TOWNSQUARE CONDOMINIUM UNIT OWNERS ASSOCIATION, INC." Each separate Condominium Association shall be responsible for the maintenance of the Common Elements within their respective Condominium Development. The Condominium Associations shall have their own individual declarations which shall impose additional covenants and restrictions applicable just to their respective Condominium Association and not the entire Old Saybrook Property; and

Whereas, there shall be within the Old Saybrook Property areas which may be designated as Exclusive Use Areas. The Exclusive Use Areas may be designated by the Declarant for use by Owners of Residences located on Building Envelopes, or set forth in the declaration for the Condominium Associations. The Exclusive Use Areas may provide for construction and installation of improvements on the portion of the Common Element abutting a Building Envelope or within such Condominium Development for the exclusive use of areas by certain Owners only, for purposes such as picnic areas, basketball courts, children play areas, landscaping areas or other recreational facilities. All such Exclusive Use Areas must be approved by the Declarant or the Master Association.

NOW, THEREFORE, for the purpose of protecting the value and desirability of Old Saybrook, Declarant declares that all of the property described on Exhibit A, Phase 1, and as shown on the Replat of Lot #2 of Old Saybrook Plat #1 as recorded in ORV 109, Page 204, Mahoning County Records of Plats, and as shown on the Development Plan, Exhibit B, and any additional property as is hereafter subjected to this Master Declaration by Supplemental Declarations, shall be held, sold and conveyed subject to the following Declaration as to divisions, covenants, restrictions, limitations, conditions, easements, reservations and uses to which the Old Saybrook Property may be put, hereby specifying that the provisions of this Declaration shall constitute covenants to run with the real property and shall be binding on and inure to the benefit of the Declarant and each successor of Declarant and its and their respective heirs, executors, administrators, successors and assigns, and all parties having any rights title or interest in Old Saybrook, including but not limited to, all Owners and Occupants of a Building Envelope together with their grantees, successors, heirs, executors, administrators, devisees, successors, and assigns.

ARTICLE I

PREAMBLE; PROPERTY SUBJECT TO THIS DECLARATION; EXPANSION AND CONTRACTION OF OLD SAYBROOK PROPERTY / CREATION AND CHANGES TO BUILDING ENVELOPES

Section 1 – Preamble

The Preamble is incorporated in and made a part of this Declaration.

Section 2 – Old Saybrook Property

The Old Saybrook Property which is and shall initially be owned, held, transferred, sold, used and occupied subject to this Declaration is the real property described in Exhibit A and Exhibit B.

Section 3 - Expansion and Contraction of Old Saybrook Property

- (a) The Declarant shall have the unilateral right, privilege and option, from time to time during the Class "B" Control Period, with the approval of the City, to add additional real property to the Old Saybrook Property and to subject the same to the provisions of this Master Declaration and the jurisdiction of the Master Association. To add additional real property the Declarant shall execute and record a Subsequent Amendment to this Declaration (upon which the City's approval is indicated) which expressly provides that the land described therein shall become a part of the Old Saybrook Property and shall be subject to this Master Declaration and the Master Association, except as the same may be modified by the Subsequent Amendment.
- (b) The Declarant shall have the unilateral right, privilege and option, from time to time during the Class "B" Control Period, with the approval of the City, to delete real property from the Old Saybrook Property (provided the lands so deleted have not been previously declared Common Areas or Open Space) and thereby free such lands from the provisions of this Master Declaration. Lands not owned by Declarant may be deleted from the Old Saybrook Property only with the written consent of the title owner thereof. To delete such lands, the Declarant shall execute and record a Subsequent Amendment to this Declaration (upon which the City's approval is indicated) which expressly provides that the land described therein shall no longer be a part of the Old Saybrook Property and shall no longer be subject to provisions of this Master Declaration.
- (c) After the end of the Class "B" Control Period the Master Association may from time to time, with the approval of the City, add additional real property to the Old Saybrook Property and to subject the same to the provisions of this Master Declaration and the jurisdiction of the Master Association or may delete real property from the Old Saybrook Property (provided the lands so deleted have not been previously declared Common Areas or Open Space) and thereby free such lands from the provisions of this Master Declaration and the jurisdiction of the Master Association. Said addition or deletion shall require the affirmative vote of members of the Master Board with at least seventy-five percent (75%) of the voting power of the Master Board and the written approval of the Declarant so long as Declarant owns any portion of Old Saybrook Property. To add or delete real property, a Subsequent Amendment to this Declaration shall be recorded with the Mahoning County Recorder office describing said real property being added or deleted.

Section 4 - Creation of and Changes to Building Envelopes

- (a) The Declarant shall have the exclusive right as permitted by law, to create or to cause to be created Building Envelopes within Old Saybrook on land owned by the Declarant, the Master Association or

otherwise as Declarant determines to be appropriate. Further, as permitted by law, Declarant reserves the right from time to time to increase or decrease the size of and change the configuration of Building Envelopes by adding Common Area to a Building Envelope or converting portions of a Building Envelope to Common Area, and to eliminate Building Envelopes by converting such land to Common Areas and to create new Building Envelopes within Old Saybrook. The rights of Declarant set forth in this Section shall survive until the end of the Class "B" Control Period and if after the end of the Class "B" Control Period all Building Envelopes permitted under applicable law shall not have been created, the Declarant shall still have the right to create Building Envelopes within Old Saybrook until all Building Envelopes permitted under applicable law have been created. If the Master Association shall have title to any land on which Declarant determines to create a Building Envelope or to add to a Building Envelope, the Master Association shall convey to the Declarant (or its nominee) at any time and from time to time upon request of Declarant and without cost, such portion of such land as is designated by Declarant in Declarant's sole discretion as being intended for Building Envelopes. If any portion of a Building Envelope being changed under this Section is owned by an Owner, the prior consent of the owner must be obtained prior to the modification of the Building Envelope.

- (b) After Declarant's rights have expired pursuant to Section 1(a) of this Article, the Master Association shall have the right, with the consent of the Owner whose Building Envelope is being expanded, modified or contracted to cause the transfer of portions of the Common Area to a Building Envelope or to transfer lands within a Building Envelope to the Common Area.

ARTICLE II **EXHIBITS AND DEFINITIONS**

Section 1 – Exhibits

The following Exhibits are attached to and made a part of to this Declaration:

EXHIBIT "A": A legal description of Phase 1 of Old Saybrook Property.

EXHIBIT "B": The Development Plan of the Old Saybrook Property.

EXHIBIT "C" The Master By-Laws

EXHIBIT "D" Articles Of Incorporation

Section 2 – Definitions

For the purposes of clarity, certain words and terms used in this Declaration are defined as follows:

- (a) "Area of Master Maintenance Responsibility" means the following areas (which may be shown on the Development Plan): (i) in general, the Common Element as defined in this Section (including the Recreational Area) not located within a Building Envelope or a Condominium Development, together with any land which

has not yet been designated as a Condominium Development, but which may eventually be located within a Condominium Development, and any recreational or other facilities thereon, (ii) that area commonly known as the devil strip and the sidewalks abutting Saybrook Boulevard, such area extends from the curb of Saybrook Boulevard to the outer edge of the sidewalk, but including the sidewalk area, regardless if this area is in a designated Condominium Development and landscaping located within the right-of-way at the entrances of the Old Saybrook Property and the islands in the middle of Saybrook Boulevard, (iii) the sidewalks and the devil strips along Danbury Way are not within the Building Envelopes and are part of Area of Master Maintenance Responsibility (iv) Recreational Areas including, without limitation, the circle area known as Lot 12 of the Replat of Lot #2 Old Saybrook Plat #1 Recorded in ORV 109, Page 207 Mahoning County Records, the pond area located at the corner of County Line Road and Saybrook Boulevard and identified on Saybrook Town Square Condominium as "Condominium Property 1.972 acres", and the area on the Saybrook Carriage Homes Condominium shown as Expandable Property Phase 1 Parcel 6, which has a lake, paths, sidewalks and eventually the club house area, (other than those located on a Building Envelope), (v) any and all landscaping easements located within and/or as shown on Phase 1 of Old Saybrook Property and the Development Plan, together with their appurtenant facilities.

- (b) "Builder" means any Person who (a) purchases a Building Envelope or a Condominium Association within Old Saybrook for the purpose of the construction and sale of one or more Residences, such Builder also being an Owner during the period such Builder owns title to the Building Envelope, or (b) is retained by an Owner to construct a Residence or any addition thereto.
- (c) "Building Envelope" means (i) a Single Family Lot for the construction of a detached Residence, or (ii) a Condominium Unit. Each Building Envelope shall contain the so-called "footprint" of the Residence to be constructed thereon and additional abutting land as designated by the Declarant, and shall be shown on a plat which will be recorded in the public records of Mahoning County, Ohio prior to the conveyance of such Building Envelope by the Declarant. A "Building Envelope" shall be deemed to include any Residence and other structures thereon. With respect to the construction of a Condominium Unit, each Condominium Unit together with the unit's undivided interest in the Common Elements of the condominium shall be deemed to be a Building Envelope for all purposes of this Master Declaration. The Master Association shall have the right to approve all condominium declarations and all amendments thereto in writing prior to their becoming effective. Building Envelopes will be conveyed by Declarant to Owners, Builders or successor Declarants for a consideration which will belong solely to the Declarant. In the event that the size or configuration of a Building Envelope is subsequently changes prior to the end of the Class "B" Control Period, Declarant shall have the right to charge a consideration which will belong solely to Declarant
- (d) "City" means the City of Columbiana, Ohio
- (e) "Class "B" Control Period" means the period beginning on the date hereof and ending on the earliest of (i) the date that Residences have been constructed and occupied on one hundred percent (100%) of the maximum number of Building

Envelopes permitted to be created in Old Saybrook, as determined by Declarant in accordance with City requirements (ii) December 31, 2031, or (iii) the date the Master Association receives written notice from the Declarant that Declarant has elected to transfer control.

- (f) "Cost of Collection" or "Collection Charges" means interest, administrative late fees, enforcement assessments, collection costs, all legal and accounting fees and other costs as set forth in Article IX, Section 3 of this Declaration.
- (g) "Common Area" and "Common Element" means (i) all real property in Old Saybrook, other than Building Envelopes or condominium areas in designated Condominium Development(s), but including that area commonly known as the devil strip and the sidewalks abutting Saybrook Boulevard, such area extends from the curb of Saybrook Boulevard to the outer edge of the sidewalk, but including the sidewalk area, regardless if this area is in a designated Condominium Development, which the Declarant or the Master Association now owns or hereafter will own and which is intended for the common use and enjoyment of Owners in Old Saybrook, including, without limitation, private roads, drives, paths and walks or sidewalks not within the bounds of a Building Envelope (sidewalks and the devil strips along Danbury Way are not within the Building Envelopes and are part of the Common Area), and the entrances, exits and any other installations related thereto, however, excluding Exclusive Use Areas; (ii) the Recreational Area which may include a swimming pool, community center, walking paths and tennis courts to be installed by Declarant; (iii) on-site Utility Facilities (including without limitation, lawn sprinkler systems) not located within the exterior surfaces of the exterior walls of a Residence; (iv) personal property owned by the Master Association or a Condominium Association including personal property used for maintenance or in connection with the operation of recreational facilities or other Common Element; (v) Recreational Areas including, without limitation, the circle area known as Lot 12 of the Replat of Lot #2 Old Saybrook Plat #1 Recorded in ORV 109 , Page 204 , Mahoning County Records, the pond area located at the corner of County Line Road and Saybrook Boulevard and identified on Saybrook Town Square Condominium as "Condominium Property 1.972 acres", and the area on the Saybrook Carriage Homes Condominium shown as Expandable Property Phase 1 Parcel 6, which has a lake, paths, sidewalks and eventually the club house area, (other than those located on a Building Envelope); (vi) and any landscaped or open areas not located within a Building Envelope or areas subject to a landscaping easement. Prior to the creation of Building Envelopes, all land will be Common Elements. Following creation of a Building Envelope, the land within the Building Envelope will no longer be Common Element. All land within Old Saybrook which is not a Building Envelope, or controlled under a Condominium Association or an Exclusive Use Area is Common Element.
- (h) "Common Master Expenses" means expenses incurred by the Master Association for the general benefit of the Owners, Old Saybrook and/or the Master Association including reasonable reserves, all as may be found to be necessary and appropriate by the Master Board pursuant to this Master Declaration.

- (i) "Condominium Association" means an association which administers a condominium association and of which all Owners of property in the Condominium Association shall be members.
- (j) "Condominium Association Board" means the Board of Trustees governing a Condominium Association.
- (k) "Condominium Association Declarant" means the Declarant designated for a Condominium Association in a Condominium Association Declaration. The Condominium Association Declarant shall be the Declarant of the Master Association or other Person as defined hereinafter.
- (l) "Condominium Association Declaration" means a declaration of a Condominium Association approved by the Declarant or Master Association and subordinate to the Master Declaration. The Declarant or Master Association shall also have the right to approve any amendment or cancellation of a Condominium Association Declaration before it becomes effective.
- (m) "Condominium Development" means an area designated by the Declarant to be subject to the provisions of Section 5311 of the Ohio Revised Code and are governed by a Condominium Association.
- (n) "Condominium Unit" means a type of Building Envelope which is located within a Condominium Development and subject to the provisions of this Declaration and the Condominium Association to which it belongs.
- (o) "Community-Wide Standard" means the standard of conduct, maintenance, or other activity generally prevailing throughout Old Saybrook. Such standard shall be determined by the Master Board or the Architectural Review Committee (as hereinafter defined in Article X) from time to time.
- (p) "Development Plan" means the proposed development plan of Old Saybrook set forth on Exhibit B hereof, which may be modified, contracted or expanded by Declarant or the Master Association in accordance with the provisions of the Declaration.
- (q) "Eligible Mortgage Holders" means banks, savings and loan associations, insurance companies and other institutional lenders, holders, insurers or guarantors of first mortgages on the Old Saybrook Property or portions thereof.
- (r) "Exclusive Use Area" means certain portions of the Common Elements designated by the Declarant or the Master Association which are for the exclusive use and benefit of certain Owner(s), and to the exclusion of other Owners of Old Saybrook Property. A driveway, deck, porch, patio or other improvement abutting a Residence which is not located within a Building Envelope and which was constructed with the prior written approval of the Declarant or the Master Association as part of the original construction of a Residence, shall automatically be deemed to be an Exclusive Use Area for the benefit of such Residence. When an Exclusive Use Area contains permanent improvements, the land on which they are constructed may be, for a fair price determined by the declarant for the Master

Association, conveyed to the Owner and will become part of the Building Envelope of such Owner.

- (s) "Master Assessments" means Base Master Assessments and Special Master Assessments (as those terms are hereinafter defined) imposed by this Master Declaration.
- (t) "Master Association" or "Association" means Old Saybrook Homeowners Association, Inc. an Ohio non-profit corporation, its successors and assigns, which corporation is charged with certain responsibilities by the Master Declaration.
- (u) "Master Board" or "Master Board of Trustees" shall be the elected body which governs this community.
- (v) "Master By-Laws" means the By-Laws of this Master Association attached hereto as Exhibit "C", as they may be amended from time to time.
- (w) "Master Declaration" means this Master Declaration of Covenants, Easements and Restrictions For Old Saybrook, together with its Master By-Laws, as the same may be amended from time to time.
- (x) "Master Trustee" means a member of the Master Board of Trustees.
- (y) "Member" means a Person entitled to membership in the Master Association as set forth in this Master Declaration.
- (z) "Mortgage" means a construction mortgage or other mortgage deed to secure debt, or any other form of security deed, including any collateral security documents executed in connection therewith.
- (aa) "Occupant" means a person or persons, natural or artificial, in possession of a Residence.
- (bb) "Old Saybrook" and "Old Saybrook Property" means the real property as shown on Exhibit A and the Development Plan as shown on Exhibit B, both attached hereto and made a part hereof, and further as the same may be added to or deleted from in accordance with the provisions of this Declaration, by amendment to this Declaration from time to time. Old Saybrook does not include dedicated streets and highways.
- (cc) "Owner" means one (1) or more Persons who either (i) hold the record title to any Building Envelope which is part of Old Saybrook, but excluding in all cases a party holding an interest merely as security, or (ii) are the contract vendee under a land contract.
- (dd) "Ownership Interest" means the entire right, title and interest of any Owner in all of the freehold and leasehold estates of such Owner in his/her/its Building Envelope.

- (ee) "Person" means a natural person, corporation, partnership, trustee, limited liability company or other legal entity.
- (ff) "Recreational Area" means the Recreational Area in the approximate location shown on the Development Plan or in such other place within Old Saybrook as determined by Declarant, which may include a swimming pool, community center, walking paths and tennis courts, a lake, and retention pond area to be built by Declarant, and shall be paid for and maintained by the Master Association.
- (gg) "Residence" means a Building Envelope containing living, cooking, sleeping and toilet facilities intended for use by one family, including, without limitation, a Condominium Unit and single-family residence.
- (hh) "Single Family Lot" means a Building Envelope for a single-family residence.
- (ii) "Tenant" means an Occupant of a Condominium Unit and in Single Family Lots who are occupying such Condominium Unit, or Single Family Lot under a written lease with an Owner of such Condominium Unit or Single Family Lot and who shall receive all the benefits of the Association. During the time an Occupant is residing in a Condominium Unit or in a Single Family Lot as a tenant under a written or oral lease, ***the Owner shall not be entitled to use the Recreational Area.***
- (jj) "Utility Facility" means any irrigation line, water, sewer, drainage, electric, gas, cable television, telephone, and any other utility lines, pipes, conduits, wires, facilities and appurtenances thereto.

ARTICLE III

PROPERTY RIGHTS – OWNERSHIP OF COMMON AREA – BUILDING ENVELOPES – CONDOMINIUM ASSOCIATIONS

Section 1. Easement to Use Common Element.

Every Owner shall have a right and easement of enjoyment in and to the Common Elements, subject to this Master Declaration and to any restrictions or limitations of record. Any Owner may delegate his or her right of enjoyment to occupants of his or her Residence and guests, subject to rules and regulations which may be adopted from time to time by the Master Board or Condominium Association Board. Notwithstanding the above, no Owner or Occupant may install or place any object in, or change or remove any portion of the Common Element without first obtaining the written consent of the Declarant or the Master Board.

Section 2. Ownership of Common Element.

Declarant shall convey or cause the conveyance of the Common Element to the Master Association at any time and from time to time, but in any event the Master Association shall have title to all of the Common Element by the fifth annual anniversary of the end of the Class B Control Period.

Section 3. Condominium Associations.

The Owners in a Condominium Association shall be members of a Condominium Association in accordance with a Condominium Association Declaration in addition to the Master Association.

Section 4. Exclusive Use Areas.

The Declarant or the Master Association, each in its respective sole and absolute discretion, shall have the right to create permanent or temporary Exclusive Use Areas for the benefit of one (1) or more Condominium Associations or one or more Owners of Single Family Lots upon application pursuant to rules to be Adopted by the Master Board. The Declarant or the Master Association shall have the right to condition the granting of an Exclusive Use Area on reasonable requirements, such as, but not as a limitation, the obtaining of liability or other insurance and the maintenance with respect thereto, and for just cause, the Declarant or the Master Association shall have the right to terminate such Exclusive Use Area.

ARTICLE IV
THE MASTER ASSOCIATION

Section 1 – Existence

The Association is an Ohio not-for-profit corporation.

Section 2 – Membership and Voting Rights

(a) Classes of Membership

The membership of the Association is and shall be divided into three (3) classes:

- (1) Class "A" Membership. Each Owner of a Building Envelope shall automatically be a Class "A" Member of the Association. Furthermore, membership in the Association is mandatory of all Owners of Building Envelopes within the Old Saybrook Property. The Class "A" Membership is appurtenant to the ownership of each Building Envelope and shall not be separable from the ownership of any Building Envelope and shall be deemed to have been terminated with any voluntary or involuntary conveyance of any Building Envelope, whether or not such membership is expressly referred to in the instrument effecting such conveyance, at which time the new Owner or other successor in interest shall immediately and automatically become a Member of the Association with all rights and responsibilities relative thereto. No Owner, whether one or more persons, shall have more than one membership per Building Envelope owned.
- (2) Class "B" Membership. The Declarant shall automatically be the sole Class "B" Member of the Association.

- (3) Class "C" Membership. The Class "C" Members shall be the Tenants within Old Saybrook.

(b) Voting Rights

- (1) Class "A" Member. Class "A" Members shall be entitled to one (1) equal vote for each Building Envelope in which they hold the interest required for membership under Section 2(a)(1) hereof; there shall be only one (1) vote for each Building Envelope. In any situation where a Member is entitled to exercise a vote and more than one (1) Person holds the interest in such Building Envelope required for membership, the vote for such Building Envelope shall be exercised as those Persons determined among themselves and advise the Secretary of the Association in writing prior to any meeting. In the absence of such advice, the vote of the Building Envelope shall be suspended if more than one (1) Person seeks to exercise it. In the case of a Building Envelope owned or held in the name of a corporation, partnership, limited partnership, limited liability company, trust or other entity, a certificate signed by such Owner shall be filed with the Secretary of the Association naming the person authorized to cast a vote for such Building Envelope, which certificate shall be conclusive until a subsequent substitute certificate is filed with the Secretary of the Association. If such certificate is not on file, the vote of such entity shall not be considered, nor shall the presence of a person purporting to act on behalf of such entity at a meeting be considered in determining whether the quorum requirement for such meeting has been met. When a fiduciary or other legal representative of an Owner has furnished to the Association proof of such person's authority, such person may vote as though he or she were the Owner.
- (2) Class "B" Member. The Class "B" Member shall be the Declarant. The rights of the Class "B" Member, including the right to approve actions taken under this Declaration and the Master By-Laws, are specified elsewhere in the Declaration and the Master By-Laws. The Class "B" Member shall be entitled to appoint a majority of the members of the Master Board during the Class "B" Control Period, as specified in Article III, Section 2 of the Master By-Laws. After termination of the Class "B" Control Period in accordance with Article III, Section 2 of the Master By-Laws, if the Declarant continues to own any Building Envelope, the Declarant shall have a right to disapprove actions of the Master Board and any committee as provided in Article III, Section 3, of the Master By-Laws.
- (3) Class "C" members shall receive all the benefits of the Association but shall not be entitled to vote on any matter brought before the members of the Association.

Section 3 – Board and Officers of the Association

The Board of Directors and the Officers of the Association shall be elected as provided in the Master By-Laws and shall exercise the powers, discharge the duties and be vested with the rights conferred by operation of law, the Articles of Incorporation and Master By-Laws, except as otherwise specifically provided.

Section 4 – Rights of the Association

Notwithstanding the rights and easements of enjoyment and use created in Article III of this Declaration, and in addition to any right the Association shall have pursuant to this Declaration or in law, the Association shall have the right:

- (a) To borrow money from time to time for the purpose of improving the Common Areas or for meeting its obligations with respect to the Areas of Common Responsibility, and may secure said financing with a mortgage or mortgages upon all or any portion of property owned by the Association in accordance with its Article and Master By-Laws and subject to the provisions of this Declaration or by a partial assignment of Assessments.
- (b) To take such steps as are reasonably necessary to protect the Common Areas from foreclosure.
- (c) To convey the Common Areas or a portion thereof, to a successor; provided, however, that any such conveyance shall require the vote of a majority of the Class "A" Members and the vote of the Class "B" Member, and provided further that such successor shall agree, in writing, to be bound by the easements, covenants, restrictions and spirit of this Declaration.
- (d) To enter or authorize its agents to enter on or upon the Property, or any part thereof, when necessary in connection with any maintenance, repair or construction for which the Association is responsible or has a right to maintain, repair or construct. Such entry shall be made with as little inconvenience to the Owner and Occupants thereof as practicable and any damage caused thereby shall be repaired by the Association.
- (e) To grant or obtain or dedicate to public use easements and rights-of-way
 - (i) for access and easements for the construction, extension, installation, maintenance or replacement of utility services and facilities, or (ii) to or from a public utility or governmental authority, and to or from any body or agency which has the power of eminent domain or condemnation over any portion of the Property.

ARTICLE V

RESPONSIBILITIES OF MASTER ASSOCIATION, CONDOMINIUM ASSOCIATIONS AND OWNERS

Section 1 Maintenance Responsibility of Master Association, Condominium Association(s), Owners

- (a) The Master Association shall be responsible for all maintenance and shall make all repairs and replacements to maintain and keep in good condition and repair, clean and aesthetically pleasing in accordance with Community-Wide Standards the Area of Master Maintenance Responsibility, subject only to the provisions of this Declaration,

including, without limitation, repairing and replacing paving, trash removal, removing snow, cutting grass, pruning and replacing landscaping, painting and decorating the recreational facilities and providing all other maintenance, repair and replacements required to comply with the above standards.

- (b) Except for the Area of Master Maintenance Responsibility, each Condominium Association shall keep the Common Area within its Condominium Association and each Owner of a Single Family Lot shall keep such Single Family Lot in good condition and repair, clean, and aesthetically pleasing in accordance with Community-Wide Standards. The Master Association shall have the right, after giving written notice to the President or Vice president of a Condominium Association or the Owner of a Single Family Lot, as the case may be, and the failure of the Condominium Association or the Owner of a Single Family Lot, as the case may be, to comply with the Maintenance responsibilities as provided or pursuant to its Condominium Association Declaration within a reasonable time after giving of such notice (no notice or waiting period being required in an emergency), as determined by the Master Association in its sole discretion, from time to time, to assume all or a portion (and for such period of time as determined by the Master Association) of the maintenance responsibilities required of a Condominium Association in the Condominium Association Declaration or the maintenance responsibilities of the Owner of a Single Family Lot, as the case may be. In such event, all costs of such maintenance shall be assessed (prorate) by a Special Master Assessment (hereinafter defined) levied against the Owners of Building Envelopes within the Condominium Association or the Owner of the Single Family Lot, as the case may be, for which the services are provided.
- (c) Except for the maintenance required to be done by the Condominium Association pursuant to a Condominium Association Declaration, each Owner shall keep the exterior of his or her Residence and his or her Building Envelope in good condition and repair, clean and aesthetically pleasing and in keeping with Community-Wide Standard.
- (d) Each Owner shall make all repairs and replacements and shall perform such maintenance otherwise required of the Master Association hereunder necessitated as the result of the tortuous or negligent acts or omissions of such Owner or any Occupant of an Owner's Residence or, in the discretion of the Master Board, the Master Board may perform the required maintenance, repair or replacement and charge such Owner for the cost thereof.

Section 2 Insurance

- (a) Property Insurance. The Master Association shall have the authority to and shall obtain special risk property hazard insurance, if reasonably available, for all insurable improvements on the Common Area not located within a Condominium Association, including builder's risk coverage, naming Declarant, during the Class B Control Period, as an additional insured and loss payee. If special-risk coverage is not reasonably available, then at a minimum, an insurance policy providing fire and extended coverage shall be obtained if that is reasonably obtainable. This insurance shall be in an

amount sufficient to cover one hundred percent (100%) of the replacement cost in the event of damage or destruction from any insured casualty without co-insurance penalty.

- (b) **Liability Insurance.** The Master Association shall further keep in full force and effect with Declarant, all Condominium Associations, and, if possible, the Owners, as additional insureds, public liability insurance with personal injury liability coverage and with a contractual endorsement with respect to the Common Area and its improvements, including, without limitation, an Exclusive Use Area, with minimum limits of Three Million Dollars (\$3,000,000.00) if the Master Association operates a swimming pool and at least Two Million Dollars (\$2,000,000.00) otherwise, on account of bodily injuries to or death of one (1) or more than one (1) person as a result of any one (1) accident or disaster and Five Hundred Thousand Dollars (\$500,000.00) on account of damage to property. If there is a swimming pool or other recreational facility as an Exclusive Use Area, the additional cost, if any, of providing liability insurance for such pool shall be charged to the Person or persons for whom the Exclusive Use Area was created.
- (c) If a Condominium Association operates a swimming pool, it will be a requirement that such Condominium Association shall keep in full force and effect with Declarant, and, if possible, the Owners, as additional insureds, public liability insurance with personal injury liability coverage and with a contractual liability endorsement with respect to its Common Area and its improvements, including, without limitation, as Exclusive Use Area, with minimum limits of Three Million Dollars (\$3,000,000.00) and at least Two Million Dollars (\$2,000,000.00) otherwise, on account of bodily injuries to or death of one (1) or more than one (10 person as a result of any one (1) accident or disaster and Five Hundred Thousand Dollars (\$500,000.00) on account of damage to property.
- (d) **Deductible – General Provisions.** The property hazard insurance policies may contain a \$1,000.00 deductible. All insurance coverage obtained by the Master Association shall be governed by the provisions hereinafter set forth:
 - (i) All policies shall be written with a company licensed to do business in Ohio.
 - (ii) All policies on the Common Area shall be for the benefit of the Master Association and its Members, and there shall be a loss payable provision in any builders risk policy for the benefit of mortgagees providing construction financing on the Common Area.
 - (iii) Exclusive authority to adjust losses under policies obtained by the Master Association in Old Saybrook shall be vested in the Master Association; provided, however, no mortgagee having an interest in such losses may be prohibited from participating in the settlement negotiations, if any, related thereto.
 - (iv) In no event shall the insurance coverage obtained and maintained by the Master Association hereunder be brought into contribution with insurance purchased by individual Owners, Occupants, or their mortgagees.
 - (v) All property hazard insurance policies shall have an agreed amount endorsement.

(e) The Master 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 Declarant, Master Board, its manager, the Owners, the Occupants, 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) a statement that no policy may be canceled, invalidated, suspended, or subject to non-renewal on account of any one or more individual Owners;
- (iv) A statement that no policy may be canceled, invalidated, suspended, or subject to non-renewal on account of the conduct of Declarant, any trustee, officer, or employee of the Master Association or its duly authorized manager without prior demand in writing delivered to the Master Association to cure the defect and the allowance of a reasonable time thereafter within which the defect may be cured by the Master Association, its manager, any Owner of mortgagee;
- (v) that any "other insurance" clause in any policy exclude individual Owners' policies from consideration; and
- (vi) that the Master Association and any named insured (and any named mortgagee) will be given at least thirty (30) days notice prior to cancellation and ten (10) days notice upon non-payment.

(f) Other Insurance; in addition to the other insurance required by this Section, the Master Association shall obtain, as a Common Master Expense, worker's compensation insurance, if and to the extent required by law, directors and officers liability coverage, if reasonably available, a fidelity bond or bonds on trustees, officers, employees, and other Persons handling or responsible for the Master Association's funds, and flood insurance, if required. The amount of fidelity coverage shall be determined in the Master Trustees' reasonable business judgment but, if reasonably available, may not be less than three (3) months Master Assessments on all Building Envelopes, plus reserve on hand. Bonds shall contain a waiver of all defenses based upon the exclusion of persons serving without compensation and shall require at least ten (10) days notice upon non-payment and at least thirty (30) days notice prior to cancellation.

Section 3 Taxes and Assessments.

The Master Association shall pay all real estate taxes and assessments levied against the Common Area and any other property owned by the Master Association, general or special, notwithstanding who might be the record owner of such Common Area. Owners shall pay all real estate taxes and assessments, general and special, levied on their Building Envelopes and, if so determined by the Master Board, on any Exclusive Use Area designated for use by such Owners. If the real estate taxes and assessments for an Exclusive Use Area are assessed against the Declarant or the Master Association, the Master Association shall have the right but shall not be required, to make a good faith estimate of said real estate taxes and assessments attributable to such Exclusive Use Area (which shall be binding on such Owners and to charge the

Owner for such taxes and assessments, so long as the charge for real estate taxes and assessments for Exclusive Use Areas are made on a non-discriminatory basis.

Section 4. Utilities Charges.

The Master Association shall pay for all charges for water, sewer, electricity, gas, telephone and any other utility services used, rented or supplied to or in connection with any property owned, maintained, and/or operated by the Master Association which is not located within a Condominium Association. Each Residence shall have its own separate utility meters. Each Condominium Association shall obtain its own separate utility meters for sprinkler systems, lighting and any other activities conducted by the Condominium Associations. Utilities with respect to an Exclusive Use Area designated for use by an Owner shall be Paid for by such Owner.

ARTICLE VI MANAGEMENT AND OPERATION OF MASTER ASSOCIATION

Section 1 - Common Element.

The Master Association shall ultimately own all Common Element and by virtue of said existing or future ownership, shall have the responsibility for the management, maintenance, operation, and control of said Common Element and all facilities therein. Notwithstanding the above, except for the Area of Master Maintenance Responsibility, the Master Association hereby obligates each Condominium Association to maintain in good condition and repair the Common Element within its Condominium Association. The Master Association shall be responsible for the operation of any Recreational Area and the recreational facilities which may be constructed on the Recreational Area or other Common Element and not included within a Condominium Association, including, without limitation, any swimming pools, clubhouse facilities, tennis courts, or other such facilities which may exist from time to time on such Common Element.

Section 2 - Personal Property and Real Property for Common Use.

The Master Association, through action of its Master Board, may acquire, hold, and dispose of tangible and intangible personal property and real property. The Master Board acting on behalf of the Master Association, shall accept any real or personal property, leasehold, or other property interests within Old Saybrook conveyed to it by the Declarant. Cash belonging to the Master Association may be invested in tangible personal property (such as bank accounts) so long as such investment is insured or issued by the United States Government or an agency thereof. Cash may also be deposited in money market funds of national brokerage firms.

Section 3 - Employees and Managers.

The Master Association shall have the right to engage employees and agents, including without limitation, attorneys, accountants, architects, engineers, landscape architects and other consultants and maintenance firms and contractors. The Master Association shall have the right to delegate all or any portion of its authority and responsibilities to a manager, managing agent, or management company (a "Manager"). Such delegation may be evidenced by a management contract which shall provide for the duties to be performed by the Manager and for the payment to the Manager of reasonable compensation. Upon the expiration of each management agreement, the Master Association may renew said management agreement or enter into a different agreement with the same or a different Manager, provided that no management agreement or renewal thereof shall be for a period longer than three (3) years and

provided, further, that the Master Board may designate a different Manager with whom the Master Association shall enter into an agreement after the expiration of the then existing management agreement. The Manager may be an entity owned, controlled by, affiliated with, or associated with the Declarant or any shareholder, officer, director, agent or employee of Declarant (an "Affiliate"), but any such management agreement with Declarant or an affiliate of Declarant shall not extend longer than one (1) year after the end of the Class B Control Period. After the Class B Control Period, each management agreement shall provide that it may be terminated by either party with ninety (90) days written notice.

Section 4 - Rules and Regulations.

The Master Association, through its Master Board, may make and enforce reasonable rules and regulations governing the use of the Common Element including the recreational facilities and equipment, which rules and regulations shall be consistent with the rights and duties established by this Master Declaration.

Section 5 - Enforcement.

The Master Association shall take all actions reasonably necessary under the circumstances to enforce the provisions of the Master Declaration. Sanctions for violation of any covenant of this Master Declaration or of any rules adopted by the Master Board may include reasonable monetary fines (as set forth in the Master by-Laws) and suspension of the right to use Common Element including recreational facilities that are part of the Common Element. In addition, upon violation of a covenant of a Condominium Association Declaration or of a rule adopted by a Condominium Association Board, and upon application of a Condominium Association Board, the Master Board shall have the right to suspend the use of recreational facilities within Old Saybrook by an Owner and/or Occupant and their guests. The Master Board shall, in addition, have the power to seek injunctive or other equitable relief in any court for violations or to abate nuisances and shall be entitled to recover its legal fees and expenses so incurred. Sanctions may be imposed upon Owners and Occupants for any violation caused by such Owners or Occupants of such Owners Residences or the guests of any of them.

Section 6 - Disputes Between Condominium Associations.

Except for emergencies involving personal injury to persons or damage to property, no litigation shall be commenced by one Condominium Association against another without first notifying the Master Association in writing explaining the dispute and permitting the Master Association a period of thirty (30) days following receipt of such notification to attempt to mediate such dispute. In the event the Master Association is unable to mediate the dispute to the satisfaction of the parties, it is required that the parties submit the dispute to binding arbitration to be held in Mahoning County pursuant to the rules of the American Arbitration Association,

Section 7 - Disputes Between Condominium Associations and Owners.

Except for the purpose of enforcing the Declaration and By-Laws of the Condominium Association for collection of assessments and expenses (including foreclosures) or violations of the Declaration, By-Laws or rules promulgated thereunder, for which the Condominium Association seek remedies by legal process, disputes, between Condominium Associations and Owner must be submitted to the Master Association for a period of thirty (30) days to attempt to mediate such dispute. In the event the Master Association is unable to mediate the dispute to the satisfaction of the

parties, it is required that the parties submit the dispute to binding arbitration to be held in Mahoning County pursuant to the rules of the American Arbitration Association. In the event binding arbitration would be in conflict with Ohio Revised Code § 5311 with respect to the rights of an Owner, then the Owner shall have the right to seek legal recourse in accordance with Ohio Revised Code § 5311.

Section 8 - User Fees.

The Master Association shall have the right to impose fees on Owners and Occupants and their guests for use of any of the facilities on the Common Element as further described herein.

Section 9 - Implied Rights.

The Master Association may exercise any other right or privilege given to it expressly by this Master Declaration or the By-Laws, and every other right or privilege reasonably to be implied from the existence of any right or privilege give to it herein or reasonably necessary to effectuate any such right or privilege. The provisions of this Section shall be reasonably construed.

Section 10 - Conflict with Condominium Association Declaration or Rules Adopted by a Condominium Association.

In the event of a conflict between the provisions of a Condominium Association Declaration and this Master Declaration or a rule adopted by the Master Association, the provisions of this Master Declaration or the rule adopted by the Master Association shall control. In the event of a conflict between any rule adopted by a Condominium Association and the provisions of this Master Declaration or rule adopted by the Master Association, the provisions of this Master Declaration or rule adopted by the Master Association shall control.

ARTICLE VII **MASTER ASSESSMENTS**

Section 1 - Creation of Master Assessments

- (a) There are hereby created Master Assessments for Master Association expenses as may from time to time specifically be authorized by the Master Association to be commenced at the time and in the manner set forth in this Article. There shall be two (2) types of Master Assessments: (i) Base Master Assessments to fund Common Master Expenses; and (ii) Special Master Assessments as described in Section 5 of this Article.
- (b) Each Owner by acceptance of a deed or recorded contract of sale to any portion of Saybrook Property is deemed to covenant and agree to pay Master Assessments.
- (c) All Master Assessments, together with Collection Costs paid or incurred to collect the Master Assessments shall be a charge on the real property encumbered by this Master Declaration and shall be a continuing lien upon the Building Envelope against which each Master Assessment is made. Each such Master Assessment, together with the Collection Costs, shall be the personal obligation of the Owner of such Building Envelope at the time the Master Assessment was first payable, and his or her Grantee, who shall be jointly and severally liable for such portion thereof as may be due and payable at the time of conveyance.

Section 2 - Calculation of Base Master Assessment.

- (a) Base Master Assessments shall initially be three hundred fifty dollars (\$350.00) per year for each Building Envelope. Declarant shall not be responsible for payment of any Base Master Assessment on any Building Envelope or Property titled in Declarant's name. The Base Assessment for the first year will be due no later than the closing of each Building Envelope, and shall be prorated if closed during the course of a year.
- (b) Initial Capital Contribution – In addition, the Master Association shall have a working capital reserve fund in place to pay for any capital needs of the Association (Working Capital Reserve Fund). This will be a capital contribution for each Building Envelope which will be placed into the Working Capital Reserve Fund, and shall initially be one hundred dollars (\$100.00). This amount shall be paid by the purchaser of a Building Envelope (at the initial sale of a Building Envelope and any sale thereafter) no later than the closing of each Building Envelope and shall not be considered an advance payment of regular Base Master Assessments.
- (c) Thereafter, prior to the beginning of each fiscal year of the Master Association, the Master Board shall estimate, and equally prorate among the Building Envelopes the Common Master Expenses and an amount deemed adequate by the Master Board to fund the Working Capital Reserve Fund. Such calculation shall be based on the number of Building Envelopes at the beginning of each fiscal year.
- (d) If the amounts so collected are, at any time, insufficient to meet all obligations for which those funds are to be used, the deficiency shall be assessed by the Master Board among the Building Envelopes on the same basis as heretofore set forth.

Section 3 - Date of Commencement of Master Assessments.

Except as set forth in Section 2 of this Article above, the Master Assessments shall be due and payable in a manner and on a schedule as the Master Board of Trustees may provide. Annual Master Assessments shall be adjusted according to the number of days remaining in the calendar year at the time Master Assessments commence on the Building Envelope.

Section 4 - Budget.

The Declarant or the Board shall prepare or cause the preparation of an annual operating budget for the Association covering the estimated Common Master Expenses of the Master Association during the coming year. Also, as part of the estimated Common Master Expenses there shall be an additional amount determined which shall be placed in the Working Capital Reserve Fund for replacement of capital items and the budget shall include a contribution to be determined by the Master Association to such Working Capital Reserve Fund. The Master Association shall deliver a copy of the Common Master Expense budget and notice of the amount of the Base Master Assessment to be levied against each Building Envelope for the following year to each Owner at least thirty (30) days prior to the beginning of the calendar year. Notwithstanding the foregoing, in the event the Master Association fails for any reason to determine the budget for any year, then and until such time as a budget shall have been determined as provided herein, the budget in effect for the immediately preceding year shall continue for the current year.

Section 5 - Special Master Assessments – User's Fees

- (a) In addition to the Base Master Assessments authorized above, the Master Association may levy a Special Master Assessment from time to time applicable to all Building Envelopes for payment of extraordinary nonrecurring expenditures. In addition, the Master Association may levy a Special Master Assessment from time to time applicable to all Building Envelope for construction of recreational facilities which are not being installed and paid for by Declarant of a material nature which cost in excess of Fifteen Thousand Dollars (\$15,000.00). All Special Master Assessments specified in this Section 5(a) must be approved by the affirmative vote or written consent of at least sixty six and two-thirds percent (66-2/3rds) of the Class A Members and the affirmative vote or written consent of the Class B Member, if such exists. Such Special Master Assessments shall be computed on the same basis as the Base Master Assessments are computed. Such Special Master Assessments shall be payable in such manner and at such times as may be determined by the Master Board, and may be payable in installments extending beyond the year in which the Special Master Assessment is approved, if the Master Board so determines. The Master Board may also levy Special Master Assessments in accordance with Article XIII of the Master Declaration.
- (b) The Master Board shall have the right to impose reasonable user's fees for the use of the Recreational Area(s). To the extent user's fees are imposed, the revenue so derived shall be used to offset the costs and expenses of the Recreational Area and being charged as Common Master Expenses.

Section 6 - No Exemption for Non-Use of Facilities; No Refund of Reserves

A Member not otherwise exempt from the Assessments may not exempt himself from liability for Assessments levied against him by waiver of the use of the Common Areas that are owned and/or operated by the Association. Furthermore, no Member shall be entitled to any portion of the funds held for reserves; nor shall any Owner have a claim against the Association with respect thereto.

Section 7 - Creation of Lien and Personal Obligation

Each Owner hereby covenants and agrees by acceptance of the deed to a Building Envelope whether or not it shall be so expressed in any such deed or other conveyance, to pay to the Association all Assessments levied against such Owner in accordance with this Declaration on or before the due date of any such Assessment. In the event that the Assessment is not paid by the tenth (10th) day of the month, then such Assessment shall be "delinquent" and the Assessment, together with the Collection Costs, shall, upon "Perfection" as provided in Article VIII of this Declaration, become a continuing lien upon the interest of such Person and his Building Envelope and shall bind such Owner, his heirs, devisees, personal representatives, successors and assigns. A Co-Owner of a Building Envelope shall be personally liable, jointly and severally, with all Co-Owners for all Assessments made by the Association with respect to said Building Envelope.

Section 8 - Non-Liability of Foreclosure Sale Purchaser for Past Due Assessments

Where the mortgagee of a first mortgage of record acquires an Ownership Interest as a result of foreclosure of the mortgage or an acceptance of a deed in lieu of foreclosure, such mortgagee, its successors and assigns, shall not be liable for the

Assessments levied against the Owner of such Ownership Interest prior to the acquisition of the Ownership Interest. The Owner or Owners of an Ownership Interest prior to the judicial sale thereof shall be and remain personally liable, jointly and severally, for the Assessments accruing against the judicially sold Ownership Interest prior to the date of the judicial sale as provided in Article VIII, but any unpaid part of the Assessments shall be assessed and levied against all of the Owners, including the Owner of the Ownership Interest foreclosed, his successors or assigns, at the time of the first Assessment next following the acquisition of title by such mortgagee, its successors and assigns.

Section 9 - Liability for Assessments on Voluntary Conveyance

Upon the voluntary conveyance of an Ownership Interest the grantee of the Ownership Interest shall be jointly and severally liable with the grantor for all unpaid Assessments levied pursuant to this Declaration against the grantor of his Ownership Interest prior to the time of the grantor's conveyance, without prejudice to the grantee's rights to recover from the grantor the amounts paid by the grantee therefore. However, any such prospective grantee, upon written request delivered to the Association, shall be entitled to a statement from the Master Board setting forth the amount of all unpaid Assessments due the Association with respect to the Ownership Interest to be conveyed and such grantee shall not be liable for, nor shall the Ownership Interest conveyed be subject to a lien, for any unpaid Assessments which become due prior to the date of the making of such request if the same are not set forth in such statement. The Association may require the advance payment of a processing fee for the issuance of such statement. A devise of an Ownership Interest or the distribution of said Ownership Interest pursuant to the Statute of Descent and Distribution shall be deemed to be a voluntary conveyance.

Section 10 - Exempt Property

Notwithstanding anything to the contrary herein, Building Envelopes and/or Common Elements owned by the Declarant shall be exempt from payment of Assessments or Additional Assessments.

ARTICLE VIII LIENS

Section 1 - Perfection of Lien

If any Owner shall fail to pay Master Assessments levied in accordance with this Declaration (such Owner hereinafter referred to as the "Delinquent Owner") when due and such Master Assessment(s) is delinquent, or if an Owner shall violate any rule or breach any restriction, covenant or provision contained in this Declaration or in the Master By-Laws, the Master Board may authorize the perfection of a lien on the Ownership Interest of the delinquent and/or violating Owner by filing for record with the Recorder of Mahoning County, a Certificate of Lien. The Certificate of Lien shall be in recordable form and shall include the following:

- (a) The name of the delinquent Owner.
- (b) A description of the Ownership Interest of the delinquent Owner.
- (c) The entire amount claimed for the delinquency and/or violation, including interest thereon, and Costs of Collection (defined in Article IV, Section 3)
- (d) A statement referring to the provisions of this Declaration authorizing the Certificate of Lien.

Section 2 - Duration of Lien

Said lien shall remain valid for a period of five (5) years from the date of filing of said Certificate of Lien, unless sooner released or satisfied in the same manner provided by law for the release or satisfaction of mortgages on real property, or discharged by the final judgment or order of a court in action to discharge such lien. A lien may be renewed by the subsequent filing of a certificate of lien prior to the expiration of the five (5) year period referred to above.

Section 3 - Priority / Foreclosure

A lien perfected under this Article VIII shall take priority over any lien or encumbrance subsequently arising or created, except liens for real estate taxes and assessments and liens of first mortgages against Building Envelopes. A lien perfected pursuant to this Article may be foreclosed in the same manner as a mortgage on real property in an action brought by the Association after authorization from the Board. In any such foreclosure action, the affected Owner shall be required to pay reasonable rental for such Ownership Interest during the pendency of such action and the plaintiff in such action shall be entitled to the appointment of a receiver to collect the same. Any funds received at the judicial sale of the Delinquent Owner's Ownership Interest in excess of mortgage liens, court costs and the taxes and assessment liens shall be paid over to the Association to the extent of its lien.

Section 4 - Dispute as to Assessment

Any Owner who believes that an Assessment levied by the Association against him for which a Certificate of Lien has been filed by the Association has been improperly determined, may bring an action under the Arbitration Provisions contained herein of this Declaration for the discharge of all or any portion of such lien; but the lien shall continue until the actual amount of the lien so determined is paid in full or otherwise fully discharged.

Section 5 - No Waiver Implied

The creation of a lien upon an Ownership Interest owned by a Delinquent Owner shall not waive, preclude or prejudice the Association for pursuing any and all other remedies granted to it elsewhere in this Declaration, whether at law or in equity.

Section 6 - Personal Obligations

The obligations created pursuant to this Article VIII shall be and remain the personal obligations of the Delinquent Owner until fully paid, discharged or abated and shall be binding on the heirs, personal representatives, successors and assigns of such Delinquent Owner.

ARTICLE IX REMEDIES OF THE ASSOCIATION

Section 1 - Denial of Voting Rights

If any Owner fails to pay an Assessment when due, such Owner and the Occupants of any and all Building Envelopes of such Owner shall not be entitled to vote on Association matters until said Assessment is paid in full.

Section 2 - Specific Remedies

The violation of any Rule, or the breach of any restriction, covenant or provision contained in this Declaration or in the Master By-Laws, shall give the Association and

the Declarant the right, in addition to all other rights set forth herein and provided by law, (i) to enter upon the Building Envelope or portion thereof upon which, or as to which, such violation or breach exists, and summarily abate and remove, at the expense of the Owner where the violation or breach exists, any structure, thing, or condition that may exist thereon, which is contrary to the intent and meaning of this Declaration, the Master By-Laws, or the Rules, and the Association, or its designated agent shall not thereby be deemed guilty in any manner of trespass; (ii) to enjoin, abate or remedy by appropriate legal proceedings, either at law or in equity, the continuance of any breach; (iii) to commence and prosecute an action for specific performance or an action to recover any damages which may have been sustained by the Association or any of its Member as well as an action for punitive damages if warranted; and/or (iv) to collect costs of suit and reasonable attorneys' and paralegals' fees incurred in connection with the exercise by the Association of any remedies hereunder, the same to be deemed "Costs of Collection" under Section 3 of this Article.

Section 3 - Cost of Collection

If any Owner fails to pay any Assessment when due or upon delinquency in the payment of any sums or cost due under this Declaration, the Association may pursue any or all of the following remedies, which remedies shall be in addition to any other remedy available in this Declaration, or at law or in equity.

- (a) Sue and collect from such Owner the amount due and payable, together with interest thereon as provided in this Declaration and Costs of Collection (hereafter defined).
- (b) In addition to the amount referred to in (a) above, the Association may assess against such Owner, an administrative fee, not to exceed fifteen percent (15%) of the amount of the delinquency or One Hundred Dollars (\$100.00), whichever amount is greater, said amount to be determined by the Board provided, however, in no event shall said amount exceed the highest interest rate chargeable to individuals under applicable law. Said administrative fee shall be in addition to interest and the expenses of collection incurred by the Association, such as attorneys' fees, paralegals' fees, court costs and recording and/or filing fees. The actual expenses of collection and the administrative fee shall hereinafter be referred to as (herein "Cost of Collection").
- (c) Foreclose a lien filed in accordance with Article VIII of this Declaration in the same manner as provided by the laws of the State of Ohio for the foreclosure of real estate mortgages.

Section 4 - Binding Effect

The remedies provided in this Article XI against a Delinquent Owner may also be pursued against the heirs, executors, administrators, successors and assigns and grantees of such Owner, except as specifically provided in Article VII, Section 8 of this Declaration.

ARTICLE X
ARCHITECTURAL REVIEW COMMITTEE
POLICIES AND GUIDELINES FOR DESIGN CRITERIA

Section 1 - Purpose

In order to assure an attractive, compatible and aesthetically pleasing community, the Declarant hereby establishes an on-going committee designated as the Architectural Review Committee (herein "ARC"). The purpose of the ARC is to implement policies and guidelines for design review for the residential development of Old Saybrook with a view to maximum compatibility of construction and landscaping with the natural beauty and topography of the land within the Old Saybrook Property.

The ARC seeks to assume that overall high grade superior quality construction with emphasis on good design based on that existing in the region will be provided and that some natural material such as stone, brick be mixed with maintenance free siding.

These Policies and Guidelines have been prepared by the ARC for builders and homeowners in their selection of concepts for construction within the Old Saybrook Property. These Policies and Guidelines do not include all building, use and other deed restrictions associated with Old Saybrook and, accordingly, builders and homeowners should familiarize themselves with the provisions of this Master Declaration, Condominium Association(s) Declaration, and Rules and Regulations of the Master Association and the Condominium Association(s). The inclusion of any recommendation in these Policies and Guidelines shall not preclude the ARC's right to disapprove any proposed matter for any reason.

Section 2 - Authority

The authority of the ARC is set forth in this Master Declaration of Old Saybrook, which governs the development of every Building Envelope. The ARC is responsible for carrying out its duties on behalf of all members of the Master Association of Old Saybrook for the benefit of the total community. The Master Board of Trustees shall have the authority and standing, on behalf of the Master Association to enforce in courts of competent jurisdiction decisions of the ARC.

Section 3 - Members

The ARC is composed of up to 3 or 4 natural persons, but not less than 2 natural persons. The size of the ARC and the persons who shall serve on the ARC shall be designated from time to time by (i) the Declarant prior to the end of the Class "B" Control Period and (ii) the Master Board of Trustees of the Master Association thereafter.

The ARC is authorized to retain the services of consulting architects, landscape architects, engineers, inspectors and attorneys in order to advise and assist the ARC in performing its functions.

Section 4 – Design Review Process

- (a) Required Submission. All plans for improvements, including design, site plan, landscape plan and color combinations must be considered and approved as set forth herein prior to commencement of construction.

- (b) Submission Review Guidelines. Plans submitted will be reviewed to see if the plans conform to the Design Guidelines. The ARC may approve the proposal only if the ARC finds that (i) the plans and specifications substantially conform to this Declaration and to the Design Guidelines in effect at the time that the proposal was submitted; and (ii) the proposed improvement will be consistent with the standards within the Property as to the quality of workmanship and materials, harmony of exterior design and visibility with respect to existing structures, environment, location with respect to topography, and finished grade elevations.
- (c) Improvement Definitions. No improvement shall be commenced until found to be in compliance with the Design Guidelines. Improvements shall not include repainting the original color scheme and routine repairs which do not alter the external appearance.
- (d) In addition to how it is defined in the Declaration, improvements mean any of the following:
 - (i) Any alteration or addition which affects the exterior of the Lot or Dwelling;
 - (ii) Anything or object (other than trees, shrubbery and hedges), the placement of which on the lot may affect the appearance of such Lot, including without limitation, any building, garage, porch, greenhouse, bathhouse, covered or uncovered patio or deck, swimming pool, fence, play structure or any temporary or permanent improvement on such Lot;
 - (iii) Any excavation, fill, ditch, dam or other thing or device which affects or alters the natural flow of surface waters, from, upon or across any Lot, or which affects or alters the flow of any waters in any natural or artificial stream, wash or drainage channel from, upon or across any lot;
 - (iv) Any change in grade of any lot of more than twelve (12) inches, and
 - (v) The cutting of any tree with a trunk diameter over three (3) inches at four (4) feet above natural grade.

Section 5 – Plan Approval Process

- (a) Preliminary Submission. Builders shall submit plans and models with color schemes to the ARC for review and general preapproval. No final approval shall be granted unless the Builder has submitted sufficient detail for the ARC to have a complete file with information equivalent to final working plans described in Section 5(b).
- (b) Final Working Plans. Prior to commencement activity, the Builder shall submit to the ARC, two copies of complete site development and building plans to scale. The plans shall include:
 - (i) Complete architectural and structural details, floor plans, decks or balconies, and elevations clearly depicting the design exterior

- appearance, and including types of materials, color trim and detail for each side of the structure.
- (ii) Building site plan with building foundation and dimensions including lot setback distances.
- (iii) Grading plan showing elevation of foundation, top elevation of curbs, elevation of proposed driveway and flow of surface water across lot.
- (iv) Driveway location with dimensions and type of surface material.
- (v) Proposed retaining walls.
- (vi) Proposed landscape plan.
- (vii) Proposed exterior lighting plan.

Section 6 – Inconsequential Items.

The Design Guidelines have been designed to provide general standards of the approval of plans. The ARC shall have the right to decide that a variance from the Design Guidelines is slight and inconsequential and will have minimal effect on the overall appearance of the community.

Section 7 – Standards for Approval.

The ARC shall review the plans and specifications. In its review, the Committee shall consider the following: (i) how the structure shall look to the neighbors, (ii) color scheme; (iii) roof line; (iv) landscaping plans and (v) general harmony with the area and natural surroundings. If approved, the ARC shall so note on the transmittal and sign off on all sets of plans. One set of plans shall be returned and the other retained. If the plans and specifications are not approved, the Committee shall note and state the reasons for such disapproval. Such disapproval may be for aesthetic considerations.

Section 8 – Form of Approvals and Denials.

All approvals and denials shall be in writing within 14 days from submission. Any denial of a plan shall state the reasons for the decision. Any plan which has not been rejected in writing within thirty (30) days from the date of submissions shall be deemed approved.

Section 9 – Completion of Construction.

Upon completion of construction, the Owner shall notify the Committee and provide a copy of the Certificate of Occupancy. The Committee shall have the right, but not the obligation to inspect the construction at any stage. If it does so and discovers construction not in accordance with the Approved Plans, it shall notify the Builder or Owner. Upon such notification, the Owner and Builder shall cease construction and take such steps as are necessary to bring the construction into conformity with the approved plans. If the Builder and Owner fail to do so, the Committee shall proceed in accordance with the remedies set forth in the Declaration.

Section 10 – Liability.

Each Owner and Builder shall be responsible to insure that all improvements shall be in compliance with the Master Declaration, the Design Guidelines and the Approved Plans. If the Declarant, the ARC, or the Master Board have acted in good faith on the basis of such information possessed by them, neither the Declarant, the ARC, The Master Board, nor any member thereof shall be liable to the Association or to

any Owner for any damage, loss or prejudice suffered or claimed due to (i) the approval or disapproval of any plans, drawings and specifications, whether or not defective; (ii) the construction or performance of any work whether or not pursuant to approved plans, drawing, and specification; or (iii) the execution and filing of any estoppel certificate, whether or not the facts therein are correct.

Section 11 – Cost of Architectural Review Committee

The Architectural Review Committee's budget shall be part of the annual Master Association assessments to all members, provided, however, the ARC is entitled to charge an application fee and other fees in its sole discretion as circumstances so dictate.

Section 12 – Liability Of Members Of ARC

No member of the ARC shall be liable to the Association, any Owner or any other person for his or her acts or omissions or failure to act in any particular manner.

Section 13 – General Provisions

- (a) In addition the ARC shall prepare for the benefit of Builders and provide same to the Builders when requested but no later than the signing of the purchase contract for a Building Envelope, the following: (i) Old Saybrook Single Family Homes Building Guidelines; (ii) General Construction Guidelines (collectively herein "Guidelines"). These Guidelines are authorized by this Declaration and are binding on the Builders. These Guidelines may be amended from time to time as the ARC deems fit.
- (b) The invalidity of any covenant, restriction, condition, limitation or any other provision herein contained, or any part of the same, shall not impair or affect in any manner the validity, enforce ability of effect of the rest of the ARC Policies and Guidelines for Design Criteria, as established by the Master Board or the ARC.
- (c) The ARC Policies and Guidelines for Design Criteria Review shall be construed and enforced under the laws of the State of Ohio.
- (d) In the event of a dispute over a decision of the Master Board of an appeal, then the exclusive remedy shall be binding arbitration under the American Arbitration Association Arbitration Rules then in effect for the construction industry and all arbitration matters shall be held in Mahoning County.

ARTICLE XI EASEMENTS

Section 1 - Utility Easements

There is hereby reserved in favor of Declarant and granted to the Association, its successors and assigns, a non-exclusive easement upon, across, over, through and under the Old Saybrook Property, including all Building Envelopes, for ingress, egress, installation, replacement, repair and maintenance of all utilities and service lines and systems (whether serving the Common Elements or a Building Envelope) including, but

not limited to, water, sewer, energy, drainage, gas, telephone, electricity, television, cable and communication lines and systems, and for access to all utility meters. By virtue of this easement, it shall be expressly permissible for Declarant and the Association and their successors and assigns, or the providing utility or service company, to install and maintain facilities and equipment on the Old Saybrook Property provided that such facilities shall not materially impair or interfere with any Building Envelope and provided further that any areas disturbed by such installation and maintenance are restored to substantially the condition in which they were found. By virtue of this easement it shall also be expressly permissible for the Association, and its agents, contractors, employees, to maintain, repair, and replace such utility facilities and equipment which may serve one or more Building Envelope, but which are located within another Building Envelope and provided further that any areas disturbed by such installation or Building Envelope, provided that such maintenance, repair, and replacement activities shall not unreasonably impair or interfere with the use of any Building Envelope, and provided further that any areas disturbed by such installation and maintenance are restored to substantially the same condition in which they were found at the sole cost and expense of the Association. Notwithstanding anything to the contrary contained in this Section, no sewers, electrical lines, water lines, or other utility service lines or facilities for such utilities may be installed or located except as approved by the Declarant or the ARC, or unless the same are shown on a recorded plat. There is hereby reserved in favor of the Declarant and the Association the right (but not the obligation) to grant neighboring Old Saybrook Property owners easements for utility purposes so long as the granting of such easements does not overburden the utilities serving the Old Saybrook Property.

Section 2 - Easement for Ingress and Egress

There is hereby created a non-exclusive easement upon, across, over and through the private roadways, sidewalks and walkways within the Common Elements or upon any Building Envelope (except sidewalks that serve only one Building Envelope) in favor of Declarant and the Association, all Owners, Occupants, and their respective guests, licensees, and invitees for vehicular or pedestrian ingress and egress, as the case may be, to and from all of the various portions of the Old Saybrook Property. Notwithstanding the foregoing, the Declarant and/or the Association may limit this right of ingress and egress by a Subsequent Amendment. Each Owner shall have the perpetual right, as an appurtenance to such Owner's Home, to ingress and egress over, upon, and across the portion of the Common Elements necessary for access to his or her Home.

Section 3 - Common Elements

Except as may be limited by the easement granted in Section 14 of this Article, Declarant, all Owners, Occupants and the guests of such parties shall have the right to enter upon, use and enjoy the Common Elements for their intended purposes in accordance with this Declaration and the applicable Rules which shall be appurtenant to and shall pass with the title to every Building Envelope, subject to the right of the Association (and/or the Declarant, for so long as Declarant is a Class "B" Member) to dedicate or transfer any part of the Common Elements to the City and any other public agency, authority or utility for such purposes and subject to such conditions as may be agreed to by the Declarant or the Board, as the case may be. For so long as the Declarant is the Class "B" Member, the Declarant may exercise such right in its sole discretion without the necessity of obtaining the consent or approval of the Association, Board or Members. After the expiration of the Declarant's Class "B" Membership, no

such dedication or transfer by the Association shall be effective unless an instrument agreeing to such dedication or transfer has been signed by a majority of the Members and has been recorded with the Mahoning County Recorder.

Section 4 - Easements for Construction, Alteration, etc.

Easements are hereby created in favor of the Declarant, the Association, all Owners, and their respective agents, contractors, and employees upon such portions of the Common Elements and Building Envelopes as may be reasonably necessary for access thereto in connection with the construction, alteration, rebuilding, restoration, maintenance and repair of any Home or other structures and improvements within the Old Saybrook Property or serving the Old Saybrook Property; provided, however, that in the exercise of any rights under this easement, there shall be no unreasonable interference with the use of any Building Envelope, or other structure or improvement on the Old Saybrook Property. Any Person benefiting from the foregoing easement shall indemnify and save harmless the Declarant, the Association, and each Owner and Occupant from and against any and all losses, damages, liabilities, claims and expenses, including reasonable attorneys' and paralegals' fees resulting from any such construction, rebuilding, alteration, restoration, maintenance and shall repair any damage caused in connection with such activities to substantially the conditions that existed prior to such activities.

Section 5 - Parking In Common Elements

There shall be no parking of motor vehicles within the Common Elements or upon the private roadways (except within designated parking spaces) unless otherwise permitted by the Association and the City. The Declarant and/or the Association reserve the right and easement to create additional off-street parking spaces to be situated within the Common Elements.

Section 6 - Emergency And Service Easements

Fire, police, health, sanitation, medical, ambulance, utility companies, mail service and other public or quasi-public emergency and service personnel and their vehicles shall have an easement for ingress and egress over and across the Old Saybrook Property for the performance of their respective duties.

Section 7 - Easements For Encroachments

If by reason of the construction, repair, restoration, partial or total destruction and rebuilding, or settlement or shifting of any of the Building Envelopes, (a) a Party Wall of a Home shall encroach upon the Building Envelope sharing the Party Wall, easements are hereby created in favor of the Owner of such encroaching Party Wall for the maintenance of such encroachment; or (b) any other part of a Building Envelope (including but not limited to roof overhangs) shall encroach upon any part of the Common Elements or any part of an adjacent Building Envelope, easements in favor of the Owner of the Building Envelope are hereby established for the maintenance of such encroachment; provided, however, in no event shall a valid easements for any encroachment be created in favor of an Owner if such encroachment occurs due to his willful conduct.

Section 8 - Easements For Signs, Mailboxes, Street Lamps, And Garden Walls

Easements are created over the Common Elements and Building Envelopes as needed to install, maintain, repair, replace and illuminate signs, mailboxes, street lamps, and/or Garden Walls that are for the general benefit of the Old Saybrook Property. The

type, size and location of such improvements shall be subject to the approval of the Architectural Review Committee, and subject to the laws of the City, County, and other governmental authorities having jurisdiction.

Section 9 - Drainage Rights And Authority To Transfer Drainage And Other Easement Rights To The City

- (a) The Declarant, each Owner, and the Association shall have the non-exclusive right in common to utilize storm sewers and drainage pipes in, over, and upon the Old Saybrook Property (including such facilities within any Building Envelope that serve more than one Building Envelope) for the purposes of drainage of surface waters on the Old Saybrook Property, said right and easement being hereby established for said purpose. Unless it is a City obligation, it shall be the obligation of the Association to properly maintain, repair, operate and control such drainage system within the Old Saybrook.
- (b) The Declarant and (after transfer of the Common Elements) the Association shall have the right to grant easements for the installation and maintenance of sanitary sewers, storm sewers and drainage to the City or any other governmental authority having jurisdiction. No owner shall in any way hinder or obstruct the operation or flow of the drainage system. No structures, plantings or other materials shall be placed or permitted to remain within such easement areas which may damage or interfere with the installation and/or maintenance of such improvements in such easement areas or which may change, retard or increase the flow of water through the respective easement areas. The easement areas and all improvements therein shall be maintained continuously by the Association unless those easement areas are accepted by the City or other governmental authorities having jurisdiction by formal action.

Section 10 - Easement to Maintain Sales Offices, Models, Signage, etc.

Notwithstanding any provisions contained in this Declaration to the contrary, so long as the construction and sale of Building Envelopes by the Declarant (or an Affiliate of the Declarant) is continuing within the Old Saybrook Property, it shall be expressly permissible for the Declarant to maintain and carry on upon portions of the Common Elements (and any Building Envelope owned by the Declarant) such facilities and activities as, in the sole opinion of Declarant, may be reasonably required, convenient, or incidental to the construction or sale of Building Envelopes within the Old Saybrook Property, including, but not limited to, administrative/customer services, construction offices/trailers, parking areas, parking signs, identification signs, sales signs, model units, and sales and resale offices, and the Declarant, its guests, licensees and invitees shall have an easement for access to all such facilities. The right to maintain and carry on such facilities and activities shall specifically include the right to use Building Envelopes owned by the Declarant, as models and sales offices. The Declarant further reserves the right for itself and its successors, assigns, contractors, material suppliers and others performing work and furnishing material to construct Building Envelopes and other improvements upon the Old Saybrook Property to conduct business and carry on construction/site development activities during the daylight hours of each day of the week. This Section may not be amended or modified without the express written consent of the Declarant.

Section 11 - Landscaping, Snow Removal, and Maintenance Easement

There is hereby reserved for the benefit of the Association and its agents, employees, successors, and assigns, an alienable, transferable, and perpetual right and easement to enter upon any Building Envelope for the purposes of fulfilling the Association's responsibilities as provided in this Declaration, including maintaining mailboxes, street lights, Garden Walls, originally installed landscaping, and the exterior of Building Envelopes, providing snow removal services, mowing, removing, clearing, cutting or pruning underbrush, weeds, stumps, or other unsightly growth, and removing trash and debris in order to maintain reasonable standards of health, fire safety, and appearance within the Old Saybrook Property.

Section 12 - Scope of Easements and Dedication of Roadways and Utilities

As the improvements to be located within the Old Saybrook Property for the easement rights granted or reserved under Sections 1 and 2 of this Article are definable within specific areas, the Declarant or the Association (with the Declarant's prior written consent prior to the end of the Class "B" Control Period) shall have the right (but not the obligation) to:

- (a) limit such easements to specific areas and purposes, and record a document or documents releasing the balance of the lands from the burden of such easements; and/or
- (b) record a plat or other document or documents setting forth the specific areas subjected to such easements; and/or
- (c) dedicate to public or private use specific areas (and the improvements contained therein) within the Old Saybrook Property to meet the requirements of the City, and other public authorities having jurisdiction over the same. The Declarant or the Association may exercise any of such rights without the necessity of obtaining the consent or approval of Owners and other Persons for whose benefit the easement rights are granted or reserved.

Section 13 - Owner's Right to Ingress and Egress

Each Owner shall have the right as an appurtenance to such Owner's Home to ingress and egress over, upon and across the Common Elements necessary for access to his or her Home, and such rights shall be appurtenant to and pass with the title to the Home.

Section 14 - Easements to Run with the Land

All easements and rights described herein are easements appurtenant to the Old Saybrook Property, including Building Envelopes, and Common Elements, shall run with said lands, perpetually and at all times shall inure to the benefit of and be binding upon the Declarant, its successors and assigns, and any Owner, Tenant, Occupant, purchaser, mortgagee, the City or other Person having an interest in the Old Saybrook Property, or an part or portion thereof.

ARTICLE XII RESTRICTIONS

Section 1- General

Old Saybrook shall be used only for residential, recreational, and related purposes, which include, without limitation, offices for any property manager retained by the Master Association or sales or business offices for any Builder and/or the Declarant or the Master Association. Further, Condominium Association Declarations may impose stricter (but not more lenient) standards than those contained in this Declaration. The Master Association shall have standing and the power to enforce such standards.

The Master Association shall have authority to make and to enforce standards and restrictions governing the use of Old Saybrook in addition to those contained herein, and to impose reasonable user fees for use of recreation facilities and other Common Elements. This authority shall include, without limitation, the power to regulate the speed and flow of traffic on private roads within Old Saybrook. Such regulations and use restrictions shall be binding upon all Owners and Occupants until and unless overruled, canceled or modified.

Section 2 - Nuisance

No portion of Old Saybrook shall be used, in whole or in part, for the storage of any property or thing that will cause it to appear to be in an unclean or untidy condition or that will be obnoxious to the eye; nor shall any substance thing, or material be in any portion of Old Saybrook that will emit foul or obnoxious odors or that will cause any noise or other condition that will or might disturb the peace, quiet, safety, comfort, or security of the Occupants of surrounding property. No so-called hazardous or toxic wastes or substances (as defined by any federal or state statute or law) shall be brought upon Old Saybrook or disposed of except in strict compliance with legal requirements. No noxious or offensive activity shall be carried on upon any portion of old Saybrook, nor shall anything be done thereon tending to cause embarrassment, discomfort, annoyance, or nuisance to any Person using any portion of Old Saybrook. There shall not be maintained any plants or animals or device or thing of any sort whose activities or existence in any way is noxious, dangerous, unsightly, unpleasant, or of a nature as may diminish or destroy the enjoyment of Old Saybrook.

Section 3 - Unsightly or Unkempt Conditions

The pursuit of hobbies or other activities, including specifically, without limiting the generality of the foregoing the assembly and disassembly of motor vehicles and other mechanical devices which might tend to cause disorderly, unsightly, or unkempt conditions shall not be pursued or undertaken on any part of Old Saybrook.

Section 4 - Parking and Use of Motor Vehicles

(a) Single family residences:

- (i) Except as otherwise hereinafter provided, vehicles that are in an operable condition shall be parked in the garages or the driveway exclusively serving a Single Family Residence. No vehicles shall be parked upon any of the streets except for attending emergency, delivery vehicles or vehicles of temporary visitors. No salvage or junk vehicles will be permitted to be stored on the premises at anytime. Commercial vehicles

(excluding ¾ ton or less trucks), tractors, mobile homes, trailers (either with or without wheels), campers, camper trailers, boats and boat trailers shall not be parked in Old Saybrook other than in garages, except for loading, unloading or cleaning for not more than twenty four (24) hours. Vehicles that are being sold will not be permitted to be displayed on the yards or drives within in Old Saybrook.

- (ii) Off road ATV's, recreational vehicles, quad's, off road bikes or similar type vehicles are permitted to be stored in garages in Old Saybrook, but are not permitted to be ridden within Old Saybrook although Declarant may use such vehicles in the construction process.

(b) Townehomes and Carriage homes

- (i) Except as otherwise hereinafter provided, vehicles that are in an operable condition shall be parked in the garages or the driveway exclusively serving a Residence, or in appropriate parking spaces or areas designated by the Master Association (which parking may or may not be assigned) and in no other areas within Old Saybrook, subject to such rules and regulations as the Master Board or the Condominium Association, may adopt. The Master Board may, in its discretion, require registration of vehicles of occupants of Residences. The Declarant and/or the Condominium Association may designate certain on-street parking areas for visitors or guests subject to reasonable rules and any applicable City requirements.
- (ii) No vehicles shall be parked upon any of the streets except for emergency and delivery vehicles attending Carriage Homes on Old Saybrook Boulevard.
- (iii) No inoperable, salvage or junk vehicles that are being sold will be permitted to be stored on the premises at anytime.
- (iv) Vehicles that are being sold will not be permitted to be displayed on the yards or drives within in the Old Saybrook Property.
- (v) Commercial vehicles (excluding ¾ ton or less trucks), tractors, mobile homes, trailers (either with or without wheels), campers, camper trailers, boats and boat trailers are not permitted to be parked in Old Saybrook unless granted permission by the Association.
- (vi) Off road ATV's, recreational vehicles, quad's, off road bikes or similar type vehicles are permitted to be stored in garages in Old Saybrook, but are not permitted to be ridden within Old Saybrook although Declarant may use such vehicles in the construction process.

Section 5 - Business Use

No trade or business may be conducted in or from any Residence, except that an Owner or occupant may conduct business activities within the Residence so long as: (a) the existence or operation of the business activity is not apparent or detectable by sight, sound or smell from outside the Residence; (b) the business activity conforms to all zoning requirements for Old Saybrook; (c) the business activity does not involve door-to-door solicitation of residents of Old Saybrook; and (d) the business activity is consistent with the residential character of Old Saybrook and does not constitute a nuisance, or a hazardous or offensive use, or threaten the security or safety of other residents of Old Saybrook, as may be determined in the sole discretion of the Master Board.

The term "business" and "trade", as used in this provision, shall be construed to have their ordinary, generally accepted meanings, and shall include, without limitation, any occupation, work or activity undertaken on an ongoing basis which involved the provision of goods or services to Persons other than the provider's family and for which the provider receives a fee, compensation, or other form of consideration, regardless of whether: (i) such activity is engaged in full or part time; (ii) such activity is intended to or does generate a profit; or (iii) a license is required therefore. Notwithstanding the above, the leasing of a Residence shall not be considered a trade or business within the meaning of this Section. This Section shall not apply to any activities conducted by the Declarant or Builders designated by the Declarant with respect to the development and sale of Old Saybrook or Residences within Old Saybrook.

Section 6 - Leasing

No Owner shall lease his or her Building Envelope for less than six (6) months or lease a portion (but not all) of a Building Envelope, without the prior consent of the Master Board. Condominium Association Boards may impose more stringent restrictions on lease of Residences. The names of all Persons leasing Residence or Unit shall be furnished to the Master Association and Condominium Association by the Owner.

All leases shall require, without limitation, that the tenant acknowledge receipt of a copy of the Declaration, Bylaws and any use restrictions, rules and regulations of the Master Association and/or Condominium Associations. The lease shall also obligate the tenant to comply with the foregoing and shall provide that in the event of noncompliance, the Board, in addition to any other remedies available to it, may evict the tenant on behalf of the Owner and specifically assess all costs associated therewith against the Owner and/or the Unit Owner's Unit.

Section 7 - Animals and Pets

No animals (except as provided herein), rabbits, pot bellied pigs, livestock, or poultry of any kind shall be raised, bred, or kept on any portion of Old Saybrook, except, fish kept in aquariums and household birds such as parakeets and parrots kept in bird cages may be permitted in a Residence. No pets, including, without limitation, cats, are permitted to roam free unless contained within an invisible fence area. Those pets which, in the sole discretion of the Master Board, endanger the health, make objectionable noise or odors, or constitute a nuisance or inconvenience to the Owners or Occupants of other Residences or the Owner of any portion of Old Saybrook shall be removed upon request of the Master Board. If the owner fails to honor such request, the pet may be removed by the Master Board. No pets shall be kept, bred, or maintained for any commercial purpose. Dogs, which are household pets, shall at all times whenever they are outside a Residence (except when confined by an invisible fence) be confined on a leash held by a responsible person. All droppings from pets must be immediately removed by their owners. Condominium Association Boards may impose more stringent restrictions on keeping or maintaining animals and pets, including, but not limited to the prohibition of animals and pets.

Section 8 - Signs and Flags

No sign or other advertising device of any kind, temporary or permanent, shall be erected or placed within Old Saybrook without the prior written consent of the Master Board or the Declarant. The Master Board and the Declarant shall have the right to erect signs or other advertising devices and to permit Builders, Realtors and Owners to

erect signs and other advertising devices within Old Saybrook (including security signs and invisible fence signs) as the Declarant or the Master Board, in their discretion, deem appropriate. A standard real estate "For Sale" sign not exceeding four (4) square feet in area on one side and advertising the dwelling, however, shall be permitted.

No signs shall be permitted on the properties boarding Saybrook Boulevard. Notwithstanding the above, no signs, political signs, flags except (American Flags), banners or similar items advertising or providing directional information with respect to activities being conducted outside Old Saybrook shall be permitted on the Saybrook Property without the approval of the Master Association.

Section 9 - Antennas.

Except in accordance with rules and regulations to be adopted by the Master Board or the ARC, no exterior antennas, aerials, satellite dishes, or other apparatus for the reception or transmission of television, radio, or other signals of any kind shall be placed, allowed or maintained upon any portion of Old Saybrook, including any Building Envelope without the prior written consent of the Master Board or Declarant or unless completely contained within the Dwelling so as not be visible from outside the Dwelling. The Declarant and/or the Master Board shall have the right, without obligation, to erect an aerial, satellite dish, or other apparatus of a master antenna or cable system for the benefit of all or a portion Old Saybrook, should any such master system or systems be utilized by the Master Association and require any such exterior apparatus. Notwithstanding the foregoing, an Owner may install a satellite dish (not to exceed 18 inches in diameter) on a Building Envelope or within a Limited Common Element of a Condominium Association, so long as such installation conforms in all respects to the design, construction, installation, location, maintenance, and any other reasonable criteria established by the Board. Condominium Association Boards may impose more stringent restrictions on satellite dishes.

Section 10 - Tents, Trailers and Temporary Structures

Tents, trailers and temporary structures are not permitted except as may be permitted by the Declarant or Master Board during initial construction of a Residence and other improvements within Old Saybrook. Party tents of a temporary nature shall be placed upon a Lot for no more than a period of four (4) days except as may be permitted by the Declarant or Master Board of Old Saybrook.

Section 11 - Unattached Buildings

No unattached garage or sheds of any type are allowed. Extra storage must be attached and part of the main structure of the property.

Notwithstanding the above, pool houses and greenhouses may be permitted with the permission of the ARC.

Section 12 - Swimming pools

Above ground pools are not permitted unless said above ground swimming pools have a total water surface not to exceed one hundred (100) square feet and a depth not to exceed eighteen (18) inches, or if it is a round pool, its diameter cannot be more than ten (10) feet.

This restriction shall not apply to the construction or installation of hot tubs or Jacuzzis, which may be installed, only with the written approval of the ARC.

In-ground pools for Single Family Homes must have the approval of the ARC.

Section 13 - Basketball facilities, Tennis Courts, Sports Courts, Etc.

- a) Basketball facilities for Single Family Lots are subject to the ARC requirements and written approval.
- b) Basketball facilities for Carriage Homes or Townehomes are not permitted.
- c) Tennis courts and other similar items shall not be permitted in Old Saybrook Single Family Lots, Carriage Homes and Townehomes except within the designated recreational areas established by the Master Board.

Section 14 - Playground

Any playground or other play areas or equipment furnished by the Master Association and/or erected within Old Saybrook shall be used at the risk of the user, and the Master Association, Condominium Association and Declarant shall not be held liable to any Person for any claim, damage, or injury occurring thereon or related to the use thereof.

Section 15 - Guns

The discharge of firearms within Old Saybrook is prohibited. The term "firearms" includes "B-B" guns, pellet guns, and other firearms of all types, regardless of size.

Section 16 - Clothes lines

No clothes, sheets, blankets, laundry or any kind of other articles shall be hung out or exposed on any part of the Old Saybrook Property.

Section 17- Air Conditioning Units

No window air conditioning units may be installed in any Residence. Solar energy collector panels or attendant hardware or other energy conservation equipment installed on the outside of a Residence, may not be installed unless reviewed and approved by the ARC.

Section 18 - Exterior Lighting

All exterior lights must be approved in accordance with ARC

Section 19 - Seasonal Lighting

Decorative lights may be displayed between Thanksgiving and January 10. Notwithstanding the above, those units along Saybrook Boulevard must have the approval of the Master Board for any outdoor decorating during this time.

Section 20 - Awnings

No metal or plastic awnings for windows, doors, decks, or patios may be erected or used. Canvas may be used subject to prior approval by the ARC.

Section 21 - Trash

As to Single Family Lots, trash containers and miscellaneous materials shall be stored in the garage or in areas behind or the side of the Residence reasonably screened from the view of other Building Envelopes. Trash containers shall remain in the open only on the evening before and the day of, pickup. The Condominium

associations shall establish Rules regarding trash pick up in its Declarations and By-Laws, subject to the Master Board approval.

Section 22 - Storage

No front or side porches may be used for the storage of any items except normal porch furniture. No building materials of any type whatsoever shall be stored on any Building Envelope except during construction or remodeling permitted hereunder.

Section 23 - Drainage and Septic Systems

Catch basins and drainage areas are for the purpose of natural flow of water only. No obstructions, including, without limitation, trees or debris shall be placed in these areas. No Person (other than Declarant or the Master Board) may obstruct or rechannel the drainage flows after location and installation of drainage swales, storm sewers, or storm drains. Declarant and the Master Association each hereby reserve a perpetual easement across Old Saybrook for the purpose of altering drainage and water flow. Septic systems are prohibited within Old Saybrook unless approved in writing by the Declarant of Master Board.

Section 24 - Utility Lines

No overhead lines, including lines for cable television, shall be permitted within old Saybrook, except for temporary lines as required during construction.

Section 25 - Lakes and Water Bodies

All lakes, ponds and streams within Old Saybrook shall be aesthetic amenities only with limited recreational use for catch and release fishing and ice-skating as permitted by the Master Board or the Declarant. Docks may not be constructed on any portion of lakes, streams or ponds, nor attached to the shoreline or banks thereof unless approved by The Master Association or Declarant. The Master Association and Declarant shall not be responsible for any loss, damage, or injury to any Person or property arising out of the authorized or unauthorized use of lakes, ponds, or streams within Old Saybrook.

Section 26 - Sprinkler or irrigation systems

All sprinkler or irrigation systems of any type which draws upon water from lakes, creeks, streams, or other waterways within the Old Saybrook Property shall be installed, constructed, or operated by the Master Association.

Section 27 - Repair or Removal of Damaged Property

In the event that any improvement, building or structure within the Property shall be damaged or destroyed by any fire or other casualty the owner shall promptly either (a) immediately commence the repair or rebuilding of said improvements following such damage or destruction and thereafter diligently and continuously complete the same, or (b) provided the following is not prohibited in any Condominium Association Declaration or this Master Declaration, raze said improvement, building or structure and remove rubble and debris from the area as promptly as possible in the circumstances, but in any event the improvement, building or structure shall be safe, sightly and in an aesthetic condition so as not to detract from the appearance of Old Saybrook.

Section 28 - Exterior Appearance

The exterior of any building or structure in Old Saybrook shall not be altered, modified, changed, or re-decorated in any way so as to change the color, appearance, décor or exterior of the structure without the authorization of the ARC.

Townehome and Carriage Home Owners shall not change the landscaping (other than the installation of annual plants) without the authorization of the Condominium Association except for the replacement, maintenance and repair thereof.

Section 29 - Exterior Lights

For the purpose of providing security, each Owner shall provide lighting on the garage (minimum of two (2) on Single Family Homes) which shall automatically go on at dusk and remain on until at least 11:00 p.m. The Master Board may adopt rules in connection with said lighting.

Section 30 - Grading

No Person shall change the grade of any portion of Old Saybrook without first obtaining the prior written consent of the Master Board or the ARC. Declarant reserves the sole and exclusive right to establish grades and slopes on the premises herein described, and to fix the grade at which any dwelling shall hereafter be erected or placed hereon, so that the same may conform to a general plan

Section 31 - Fences

Fences, walls, dog areas or dog runs, or animal pens of any kind shall not be erected or permitted to remain upon any portion of Old Saybrook, unless approved by the Master Association.

Section 32 - Damage and Destruction

No digging or construction on a Building Envelope shall commence until the location of gas, electric, cable, sewer and water lines and other utility lines have been located. Any damage to gas, electric, cable, sewer and water lines and other utility lines are the sole responsibility of the Owner, Builder or contractor causing such damage

Section 33 - Waiver of Subrogation.

Declarant, each Owner and Occupant, the Master Association, each Condominium Association, and any Person who owns, leases, operates or controls any Residence, improvement, building, structure, fixture, or item of personal property within Old Saybrook, as a condition of accepting title to a Building Envelope or possession of a Residence or other building or structure, agrees for themselves, and their respective successors, heirs, executors, administrators, personal representatives, assigns and lessees, in the event that any Residence, building, structure, improvement, fixture, or item of personal property within Old Saybrook is damaged or destroyed by fire or other casualty that is covered by insurance or is coverable under standard fire and extended coverage insurance policy with "special-risk" coverage, that the rights, if any, of the person suffering a loss with respect to such damage or destruction and with respect to the losses resulting therefrom, no matter what the cause of such fire or other casualty, including negligence, are hereby waived to the extent of the proceeds of insurance covering such damage or destruction and to the extent of the proceeds of insurance which would have been available if a fire, extended coverage and all-risk policy covered such loss if no such policy existed.

Section 34 - Violation of Article XII.

If any Person required to comply with the foregoing covenants, conditions and restrictions shall violate any one of the same, the Declarant or the Master Board shall have the right to give written notice to such Person to terminate, remove or alleviate such violation. Such notice shall expressly set forth the facts constituting such violation. If within fifteen (15) days after the giving of such written notice of violation reasonable steps shall not have been taken toward the removal, alleviation or termination of same, or if such remedial action is not prosecuted with due diligence until satisfactory completion of same, the Declarant or the Master Board shall have the right, through their respective agents and employees, to enter upon that portion of Old Saybrook where the violation exists and to summarily terminate, remove or extinguish the same using such force as may be required. In addition to the foregoing, the Declarant or the Master Board shall have the right to obtain an injunction or other equitable relief from any court having jurisdiction for the cessation of such violation. The rights and remedies of the Master Board and the Declarant contained in this Paragraph shall be nonexclusive and in addition to any other rights or remedies available within this Declaration, at law or in equity and may be exercised at one time or separately.

The Master Board or the Declarant shall notify in writing the Owner or other person in violation of this Article of all the costs incurred to remedy same (including attorney's fees) and any other damages to which the Master Association or Declarant may be entitled. If such amounts are not paid within ten (10) days following said notification, then the Master Board shall have the right to levy a Special Master Assessment and against said Owner, upon failure to pay such Special Master Assessment, may perfect a lien upon Building Envelope owned by such Owner in the same manner as set forth in Article VIII of this Declaration. In addition, the Owner of any portion of Old Saybrook in violation of this Article shall be liable, jointly and severally, for any violations of an Occupant of such Owner's property.

ARTICLE XIII
DAMAGE AND DESTRUCTION OF COMMON AREA FACILITIES

Section 1 - Procedure for Reconstruction and Repair

- (a) Immediately after damage or destruction by fire or other casualty to all or any part of Old Saybrook covered by insurance written in the name of the Master Association, the Master Board or its duly authorized agent shall proceed with the filing and adjustment of all claims arising under such insurance and obtain reliable and detailed estimate of the cost of repair and restoration. As used in this paragraph, repair and restoration means repairing and restoring Old Saybrook to substantially the same condition in which it existed prior to the fire or other casualty, allowing for any changes or improvements necessitated by changes in applicable building codes.
- (b) Any damage or destruction to the Common Elements shall be repaired and restored unless the Master Trustees possessing at least seventy-five (75%) of the voting power of the Master Board shall decide within one hundred twenty (120) days after the casualty not to repair or restore. If for any reason either the amount of the insurance proceeds to be paid as a result of such damage or destruction, or reliable and detailed estimates

- of the cost of repair or restoration, or both, are not made available to the Master Association within said period, then the period shall be extended until such information shall be made available; provided, however, said extension shall not exceed sixty (60) additional days. No Mortgagee shall have the right to participate in the determination of whether the damage or destruction to Common Area facilities shall be repaired or restored; provided, however, this provision shall not apply to construction mortgagees providing construction financing for such damaged property.
- (c) In the event that it should be determined in the manner described above that the damage or destruction of the Common Elements shall not be repaired or restored and no alternative improvements are authorized, then and in that event, the affected portion of Old Saybrook shall be restored to its natural state and maintained by the Master Association in a neat and attractive condition consistent with the Community-Wide Standard.
 - (d) If the damage or destruction for which the proceeds of insurance policies are paid is to be repaired and restored, the proceeds, or such portion thereof as may be required for such purpose, shall be disbursed in payment of such repairs and restoration as hereinafter provided. Any proceeds remaining after defraying such costs of repair and restoration to the Common Element improvements shall be retained by and for the benefit of the Master Association and placed in a capital improvements account. In the event no repair and restoration is made, any insurance proceeds shall be retained by and for the benefit of the Master Association and placed in a capital improvement account. This is a covenant for the benefit of any Mortgagee of a Building Envelope and may be enforced by such Mortgagee.
 - (e) If after the damage and destruction of the Common Elements and its improvements, insurance proceeds are not sufficient to defray the cost of repair thereof, the Master Board shall, without the necessity of a vote of the Members, levy a Special Master Assessment against all Owners of Building Envelopes on the same basis as provided for Base Master Assessments. Additional Special Master Assessments may be made in like manner at any time during or following the completion of any repair or reconstruction.

ARTICLE XIV **CONDEMNATION**

Whenever all or any part of the Common Elements shall be taken (or conveyed in lieu of and under threat of condemnation by the Master Board acting on the written direction of the Master Trustees possessing at least two-thirds (2/3) of the voting power of the Master Board and of the Declarant during the Class B Control Period) by any authority having the power of condemnation or eminent domain, each Owner shall be entitled to notice thereof. The award made for such taking shall be payable to the Master Association for all Owners to be disbursed as follows:

If the taking involves a portion of the Common Element on which improvements have been constructed, then, unless within sixty (60) days after such taking the Declarant during the Class B Control Period and thereafter the Master Trustees possessing at least seventy-five (75%) of the voting power of the Master Board shall

otherwise agree, the Master Association shall restore or replace such improvements so taken on the remaining land included in the Common Element to the extent lands are available therefore, in accordance with plans approved by the Master Board. If such improvements are to be repaired or restored, the above provisions in Article XIII hereof regarding the disbursement of funds in respect to casualty damage or destruction which is to be repaired shall apply. If the taking does not involve any improvements on the Common Element, or if there is a decision made not to repair or restore, or if there are net funds remaining after any such restoration or replacement is completed, then such award or net funds shall be disbursed to the Master Association and used for such purposes as the Master Board shall determine in its sole and absolute discretion.

Notwithstanding the above, if an Exclusive Use Area is taken in condemnation proceedings, the Master Association shall first be entitled to an amount equal to the market value of land so taken. The Owner of the Building Envelope which the Exclusive Use Area is appurtenant shall then be entitled to receive out of the balance thereof, the market value of the improvement installed on such land; and any remaining balance shall belong to the Master Association. The Master Association shall in good faith make the determination as to the market value of the land and improvements.

ARTICLE XV **NO PARTITION**

Except as is permitted in this Master Declaration or amendments thereto, there shall be no physical partition of the Common Element or any part thereof, nor shall any Person acquiring any interest in Old Saybrook or any part thereof seek any judicial partition. This Article shall not be construed to prohibit the Master Board from acquiring and disposing of tangible personal property nor from acquiring title to real property and/or then disposing of such real property which may or may not be subject to this Master Declaration.

ARTICLE XVI **MORTGAGEES' RIGHTS**

The following provisions are for the benefit of holders, insurers or guarantors of first mortgages on Building Envelopes within the Old Saybrook Property. To the extent applicable, necessary, or proper, the provisions of this Article apply to both this Master Declaration and to the Master By-Laws, notwithstanding any other provisions contained therein.

Section 1 - Notices of Action.

An Eligible Mortgage Holder who provides written request to the Master Association (such request to state the name and address of such holder, insurer, or guarantor and the Residence address, therefore becoming an "eligible holder"), will be entitled to timely written notice of:

- (a) any condemnation loss or any casualty loss which affects a material portion of Old Saybrook or which affects any Residence on which there is a first Mortgage held, insured, or guaranteed by such eligible holder;

- (b) any delinquency in the payment of Master Assessments owed by an Owner subject to the Mortgage of such Eligible Mortgage Holder, where such delinquency has continued for a period of sixty (60) days; provided, however, notwithstanding this provision, any holder of a first Institutional Mortgage, upon request, is entitled to written notice from the Master Association of any default in the performance by an Owner of a Residence of any obligation under the Master Declaration or Master By-Laws which is not cured within sixty (60) days;
- (c) any lapse, cancellation, or material modification of any insurance policy maintained by the Master Association; or
- (d) any proposed action which would require the consent of a specified percentage of Eligible Mortgage Holders.

Section 2 - Special Federal Home Loan Mortgage Corporation Provision.

So long as required by the Federal Home Loan Mortgage Corporation, the following provisions shall apply to this Declaration:

- (a) Unless at least two-thirds (2/3) of the first Institutional Mortgagees or the Master Trustees possessing at least two-thirds (2/3) of the voting power of the Master Board consent, the Master Association shall not:
 - a. by act or omission seek to abandon, partition, subdivide, encumber, sell, or transfer all of any portion of the real property comprising the Common Element which the Master Association owns, directly or indirectly (the granting of easements for public utilities or for other purposes as permitted herein and not inconsistent with the intended use of the Common Element, the transfer of Common Element in accordance with this Declaration and the transfer of diminutive portions of the Common Element by Declarant or the Master Board in good faith shall not be deemed a transfer within the meaning of this subsection);
 - b. change the method of determining the obligations for Master Assessments, dues, or other charges which may be levied against an Owner (a decision, including contracts, by the Master Board or provisions of any Condominium Association declaration subsequently recorded on any portion of Old Saybrook regarding assessments for Condominium Associations or other similar areas shall not be subject to this provision where such decision or Condominium Association Declaration is otherwise authorized by this Master Declaration);
 - c. by act or omission change, waive, or abandon any scheme of regulations or enforcement thereof pertaining to the architectural design or the exterior appearance and maintenance of Residences and of the Common Element (the issuance and amendment of architectural standards, procedures, rules and regulations, or use restrictions shall not constitute a change, waiver, or abandonment within the meaning of this provision);
 - d. fail to maintain insurance, as required by this Master Declaration; or
 - e. use hazard insurance proceeds for any Common Element losses for other than the repair, replacement, or reconstruction of such property;
- (b) First Institutional Mortgages may, jointly or singly, pay taxes or other charges which are in default and which may or have become a charge against the

Common Element and may pay overdue premiums on casualty insurance policies or secure new casualty insurance coverage upon the lapse of an Master Association policy, and first Institutional Mortgagees making such payment shall be entitled to immediate reimbursement from the Master Association.

- (c) Mortgagees shall not be required to collect Assessments. Nonpayment of Assessments shall not constitute a default under any insured mortgage.

Section 3 - No Priority.

No provision of this Master Declaration or the Master By-Laws gives or shall be construed as giving an Owner or other party priority over any rights of the first Institutional Mortgages of any Building Envelope in the case of distribution to such Owner of insurance proceeds or condemnation awards for losses to or a taking of the Common Element.

Section 4 - Notice to Association.

Upon request, each Owner shall be obligated to furnish to the Master Association the name and address of the holder of any Mortgage encumbering such owner's Residence.

Section 5 - Amendment by Board.

Should the Federal National Mortgage Association or the Federal Home Mortgage Corporation subsequently delete any of their respective requirements, which necessitate the provisions of this Article or make any such requirements less stringent, the Master Board, without approval of the Owners, may cause an amendment to this Article to be recorded or reflect such changes.

Section 6 - Applicability of Article XVI.

Nothing contained in this Article shall be construed to reduce the percentage vote that must otherwise be obtained under the Master Declaration, Master By-Laws, or Ohio corporate law set out in this Article.

Section 7 - Failure of Mortgagees to Respond.

Any Mortgagee who receives a written request from the Master Board to respond to or consent to any action shall be deemed to have approved such action if the Master Association does not receive a written request from the Mortgagee within thirty (30) days of the date of the Master Association's request.

ARTICLE XVII
SPECIAL DECLARANT RIGHTS-LIABILITIES

Section 1 - Retained Right of Repurchase Building Envelopes by Declarant.

The Purchase Agreements between the Declarant and Builders for the lots that Residences will be built on (herein known as Builder Purchase Agreements) within Old Saybrook Property contains a provisions whereby the Declarant has the absolute right to repurchase any or all Building Envelopes owned by a Builder in the event such Builder does not commence construction within the required time set forth in the Builder Purchase Agreement, the ARC and the Guidelines for Design Criteria or for whatever reason the Builder elects not to construct a single family residence or Condominium Unit, on the Building Envelope. The terms and conditions of the right to repurchase are set forth in the Builder Purchase Agreement, including but not limited to, the right of

Declarant to compel specific performance by a Builder to transfer a Building Envelope back to Declarant.

Section 2 - Transfer of Declarant's Rights and Obligations

- (a) The Declarant may transfer any or all of the special rights and obligations created or reserved in this Declaration with respect to any designated portion of Old Saybrook to other parties who shall purchase those portions of Old Saybrook and which contain or may in the future contain Building Envelopes for development; provided that no such transfer shall be effective unless such transfer is in a written instrument specifying which rights and obligations or if all rights and obligations have been transferred, and the portion of Old Saybrook affected by the transfer. Such instrument must be signed by the transferring Declarant and duly recorded in the Mahoning County Recorders Office, Mahoning County, Ohio. Upon the transfer of the Declarant's rights hereunder, the transferring Declarant shall have no further obligations or duties under this Declaration with respect to the land so transferred, except for any liabilities arising before the transfer, and except for any obligations or duties which were not transferred to the successor Declarant.
- (b) During the Class B Control Period, no party or entity shall record any instruments purporting to be an amendment to this Declaration, declarations of covenants, conditions and restrictions, declaration of condominium ownership, or similar instrument, or any amendment or termination thereof (herein Unauthorized Instruments) affecting any portion of Old Saybrook without Declarant's written consent thereto, and any attempted recordation of any such Unauthorized Instruments without compliance herewith shall result in such Unauthorized Instruments being void and of no force and effect unless subsequently approved by written consent signed by the Declarant.
- (c) So long as Declarant is a Class B Member, all sales, promotional, and advertising materials relating to the sale of a Building Envelope or Residence shall be subject to the prior written approval of Declarant. If Declarant notifies any Builder or Owner that Declarant objects to any such sales, promotional or advertising materials, Builder and/or Owner will immediately cease the use and distribution of it.

Section 3 - Liability of Declarant.

In the event that a money judgment shall be obtained against Declarant by an Occupant, Owner, Builder or Member arising out of the provisions of this Master Declaration, or in connection with any claim against Declarant arising out of Declarant's ownership, operation, or development of Old Saybrook, whether such liability is based in contract, tort, statutory provisions, or otherwise, such judgment shall be satisfied only out of Declarant's interest in the lands constituting Old Saybrook, it being agreed that Declarant shall have no personal liability for any deficiency. No money judgment shall be satisfied out of the assets of Declarant, but only out of the interest of the Declarant in Old Saybrook Property. If Declarant is a partnership (general or limited) or limited liability company, no money judgment will be sought or taken against the partners of the partnership or the members of the limited liability company.

Section 4 - Amendment of Article XVIII.

This Article may not be amended without the express written consent of the Declarant; provided, however, the rights contained in this Article shall terminate upon the

earlier of (i) twenty (20) years from the date this Master Declaration is recorded, or (ii) upon recording by Declarant of a written statement that all sales activity has ceased.

ARTICLE XIX GENERAL PROVISIONS

Section 1 – Covenants Run with the Property; Binding Effect

- (a) All of the Easements, Covenants and Restrictions which are imposed upon, granted and/or reserved in this Declaration constitute Easements, Covenants and Restrictions running with the Property and are binding upon every subsequent transferee of all or any portion thereof, including, without limitation, grantees, Tenants, Owners and Occupants.
- (b) Each grantee accepting a deed or Tenant accepting a lease, (whether oral or written) which conveys any interest in any portion of the Property that is submitted to all or any portion of this Declaration, 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 all provisions of this Declaration and to incorporate said Declaration by reference in any deed, lease or other agreement of all or any portion of his interest in any real property subject hereto.

Section 2 - Occupants Bound.

All provisions of the Master Declaration, Master By-Laws and any of the rules and regulations or restrictions promulgated pursuant, thereto, which govern the conduct of Owners and which provide sanctions against Owners shall also apply to all Occupants. Every Owner shall cause all Occupants to comply with the Master Declaration, Master By-Laws, and the rules and regulations or restrictions promulgated with respect thereto and such Owner shall be liable for all violations and for all losses to the Common Element and facilities caused by Occupants, notwithstanding the fact that such Occupants of a Residence are also fully liable and may be sanctioned for any violation of the Master Declaration, Master By-Laws and rules and regulations or restrictions promulgated thereunder.

Section 3 - Term.

This Master Declaration shall run with the land and bind Old Saybrook, and shall inure to the benefit of and shall be enforceable by the Master Association and Declarant and shall be binding on the Master Association, Declarant and all Owners, and their respective legal representatives, heirs, successors and assigns, for the term of fifty (50) years from the date this Master Declaration is recorded, after which time it shall be automatically extended for successive period of ten (10) years each, unless an instrument in writing, duly approved by at least two-thirds (2/3rds) of the then Owners and their Mortgagees, has been recorded within the year preceding the beginning of each successive period of ten (10) years, agreeing to terminate the same, in which case this Master Declaration shall be terminated.

Section 4 - Amendment

- (a) The Declarant shall have the sole right to amend this Master Declaration during the Class B Control Period unilaterally so long as the amendments

shall not change the voting rights of the Class A or the method of calculating Master Assessments pursuant to Section 2 of Article VII. After the Class B Control period, this Master Declaration may be amended only by the affirmative vote or written consent of the Master Trustees possessing at least seventy-five (75%) of the voting power of the Master Board and written consent of the Class B Members so long as there exists a Class B Member. However, the requirements necessary to amend a specific clause referred to in this Master Declaration shall not be less than the prescribed requirements for that particular action specified under that clause. Notwithstanding the foregoing, neither the Declarant nor the Master Trustees shall have the right to amend this Declaration in such manner that will materially change the obligations herein set forth.

- (b) Notwithstanding the above, the Master Board shall have the right to amend this Master Declaration, the Articles of Incorporation and/or the Master By-Laws without the consent of any Person to correct errors of omission or commission or as required to comply with the requirements of the Federal National Mortgage Association, the government National Mortgage Association, The Federal Home Loan Mortgage Corporation, the Department of Housing and Urban Development, the Federal Housing Administration, the Veterans Administration, or any other governmental agency or public or quasi public or private entity which performs (or may in the future perform) functions similar to those currently performed by such entities, or to bring the Master Declaration, the Articles of Incorporation and/or the Master By-Laws in compliance with applicable laws.
- (c) Each Owner and Mortgagee shall be deemed to have knowledge of any amendment made pursuant to this Section 4 upon the recording of such amendment in the Mahoning County Records and each Owner and Mortgagee shall be entitled at any time to request from the Declarant or the Master Board copies of the Master Declaration as then amended. The Master Board shall have the right to charge a reasonable fee for performing such service. In addition, upon the enactment of any amendment, the Master Board shall attempt to post in a conspicuous place (such as the Recreational Area) or to send letters (ordinary mail or hand delivery) to each Owner to summarize any amendment made; but the non-receipt of any such summary or the failure of the Master Board to comply with this paragraph shall not affect the foregoing conclusive presumption that the Owner has knowledge of and shall be bound by any such amendment upon the recording of the Amendment.
- (d) If a Person votes for or consents to any amendment to this Master Declaration or the Master By-Laws, it will be conclusively presumed that such Person has the authority so to vote for or consent and no contrary provision in any Mortgage or contract between such Person and a third party will affect the validity of such amendment.
- (e) No amendment may remove, revoke, or modify any right or privilege of Declarant without the prior written consent of Declarant or the assignee of such right or privilege. No amendment may impair the validity or priority of the lien of any Mortgage held by a Mortgagee or impair the rights granted to Mortgagees herein without the prior written consent of such Mortgagees.

Section 5 - 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.

Section 6 - Right of Entry.

The Master Association shall have the right, but not the obligation, to enter into any Residence for emergency, security, or safety reasons, which right may be exercised by the Master Board of Trustees, officers, agents, employees or Managers. Except in an emergency situation, entry shall only be made during reasonable hours and after notice to the Owner. This right of entry shall include the right of the Master Association to enter a Residence to cure any condition which may increase the possibility of fire or other hazard in the event an Owner fails or refuses to cure the condition upon request by the Master Board.

Section 7 - Perpetuities.

If any of the covenants, conditions, restrictions, or other provisions of this Declaration shall be unlawful, void, or voidable by reason of the violation of the rule against perpetuities, or any other statutory or common-law rule imposing time limits, then such provision shall continue only until twenty-one (21) years after the death of the survivor of the now living descendants of George W. Bush, President of the United States of America, and Richard Chaney, Vice President of the United States of America.

Section 8 - Litigation.

No judicial or administrative proceeding shall be commenced or prosecuted by the Master Association unless approved by a vote of the Master Trustees possessing at least seventy-five (75%) percent of the voting power of the Master Board. This Section shall not apply, however, to (a) actions brought by the Master Association to enforce the provisions of this Master Declaration (including, without limitation, the foreclosure of liens), (b) the imposition and collection of Master Assessments as provided in Article VII hereof, (c) proceedings involving challenges to ad valorem taxation, or (d) counterclaims brought by the Master Association in proceedings instituted against it. This Section shall not be amended during the Class B control period unless such amendment is made by the Declarant.

Section 9 - Cumulative Effect-Conflict.

The covenants, restrictions, and provisions of this Master Declaration shall be cumulative with those of any Condominium Association and the Master Association may, but shall not be required to, enforce the latter; provided, however, in the event of conflict between or among such covenants and restrictions and provisions of any article of incorporation, by-laws, rules and regulations, policies, or practices adopted or carried out pursuant thereto, those of any Condominium Association shall be subject and subordinate to those of the Master Association. The foregoing priorities shall apply, but not be limited to, the liens for Master Assessments created in favor of the Master Association.

Section 10 - Construction of the Provisions of this Declaration

- (a) The Declarant, the Master Association or the ARC, where specifically authorized herein to act, shall have the right to construe and interpret the provisions of this Declaration and in the absence of a adjudication by arbitrator(s) or a court of competent jurisdiction to the contrary, its

construction or interpretation shall be final and binding as to all Persons or property which benefit or which are bound by the provisions hereof. Any conflict between any construction or interpretation of the Declarant, the Master Association or the ARC and that of any Person or entity entitled to enforce the provisions hereof shall be resolved in favor of the construction or interpretation by the Declarant, the Master Association or the ARC, as the case may be.

- (b) The Master Association and the ARC to the extent specifically provided herein may adopt and promulgate Rules regarding the administration, interpretation and enforcement of the provisions of this Declaration. In so adopting Rules and in making any finding, determination, ruling or order, or in carrying out any directive contained herein relating to the issuance of permits, authorizations, approvals, rules or regulations, the Master Association and the ARC, as the case may be, shall take into consideration the best interests of the Declarant(s), Owners, Tenants and Occupants to the end that the Property shall be preserved and maintained as a high quality, residential Condominium.

Section 11 - Use of the Words "Old Saybrook" or "Old Saybrook Homeowners Master Association, Inc."

No person shall use the words "Old Saybrook", "Old Saybrook Property" or "Old Saybrook Homeowners Master Association, Inc." or any derivative thereof in any printed or promotional material without the prior written consent of the Declarant during the Class B Control Period and the Master Association thereafter. However, Builders and Owners may use the terms "Old Saybrook", "Old Saybrook" and "Old Saybrook Homeowners Master Association Inc." in printed or promotional matter where such term is used solely to specify that particular property is located within Old Saybrook.

Section 12 - Security

- (a) NEITHER THE MASTER ASSOCIATION, MASTER BOARD NOR THE DECLARANT ARE UNDER ANY OBLIGATION OR DUTY TO PROVIDE ANY SECURITY FOR OR ON BEHALF OF ANY OWNER, OCCUPANT, OR RESIDENCE. NEITHER THE MASTER ASSOCIATION NOR THE DECLARANT SHALL BE HELD LIABLE FOR ANY LOSS OR DAMAGE BY REASON OF FAILURE TO PROVIDE SECURITY. ALL OWNERS, TENANTS, OCCUPANTS, GUESTS AND INVITEES OF ANY OWNER, AS APPLICABLE, ACKNOWLEDGE THAT THE DECLARANT AND THE MASTER ASSOCIATION, ARE NOT INSURERS AND THAT EACH OWNER, TENANT, OCCUPANT, GUEST AND INVITEE ASSUMES ALL RISK OF LOSS OR DAMAGE TO PERSONS, TO RESIDENCES AND TO THE CONTENTS OF RESIDENCE. NO REPRESENTATIONS OR WARRANTIES HAVE BEEN MADE TO ANY OWNERS, OCCUPANT, NOR HAS ANY OWNER, OCCUPANT, TENANT, GUEST OR INVITEE RELIED UPON ANY REPRESENTATIONS OR WARRANTIES OF ANY KIND REGARDING SECURITY AND NONE SHALL BE IMPLIED IN LAW.
- (b) Notwithstanding the above, the Master Association shall have the right (but not the obligation) acting through the Master Board to provide any security measures for the benefit of Old Saybrook it deems desirable from time to time.

Section 13 - Indemnification.

The Master Association shall indemnify Declarant and every officer of the Master Association and Master Trustees, against any and all expenses, including counsel fees, reasonably incurred by or imposed upon Declarant or such officer of Master Trustee in connection with any action, suit, or other proceeding (including settlement of or proceeding, if approved by the then Master Board or Declarant) to which it, he or she may be a party by reason of being or having been the Declarant, an officer or Master Trustee. The Declarant, officers of the Master Association and Master Trustees shall not be liable for any mistake of judgment negligent, or other-wise, except for their own individual willful, malfeasance or bad faith. The Declarant, officers and Master Trustees shall have no personal liability with respect to any contract or other commitment made by them, in good faith on behalf of the Master Association (except to the extent that such officers of Master Trustees may also be Owners), and the Master Association shall indemnify and forever hold Declarant and each such Officer and Master Trustees free and harmless against any and all liability to other on account of a contract or commitment. Any right to indemnification provided for herein shall not be exclusive of any Owners rights to which Declarant, any officer of Master Trustee, or former Officer of Master Trustee may be entitled.

Section 14 - Force Majeure.

In the event that the Declarant or the Master Association or any Condominium Association shall be prevented or delayed from doing any act required of it pursuant to this Master Declaration or the Declaration of any Condominium Association, because of weather, strikes or other labor difficulties, inability to obtain or delay in obtaining materials, fire or other casualties, acts of God, governmental restrictions or delays, or other matters beyond the reasonable control of such person or entity, then the time for performing such acts specified in this Master Declaration or in any Condominium Association Declaration shall be extended for the Period of such delay.

Section 15 - Exhibits.

All exhibits referred to in this Master Declaration are attached to and made a part hereof.

Section 16 - Headings.

The Section headings are used for the convenience only and shall not be used in the interpretation of any matters herein. Use of the masculine or any other gender shall include the feminine and the neuter genders, and visa versa.

Section 17 - Governing Law.

This Declaration shall be construed and enforced under the laws of the State of Ohio.

Section 18 - Venue and Jurisdiction.

In the event of any dispute under this Declaration, Mahoning County, Ohio shall have exclusive jurisdiction concerning arbitration, mediation or litigation and venue shall be deemed proper in the Mahoning County Court of Common Pleas.

EXECUTED this 21st Day of December, 2005, by the undersigned Declarant, MASTER PLAN BUILDERS, INC., an Ohio Corporation.

MASTER PLAN BUILDERS, INC.

Robert P. Struharik, Jr.
By: ROBERT P. STRUHARIK, JR., Its: President

STATE OF OHIO }

} SS:

MAHONING COUNTY }

BEFORE ME, a Notary Public in and for said County and State, personally appeared the above named MASTER PLAN BUILDERS, INC. By: ROBERT P. STRUHARIK, JR. Its: President, who acknowledged that he did execute the above instrument and acknowledged that he did sign it, and that such signing was his free action and deed, and in the capacity indicated by his signatures and designations.

IN TESTIMONY WHEREOF, I have hereunto subscribed my name and affixed my official seal at Youngstown, Ohio, this 21 day of December, 2005.

Daniel J. Mumaw
NOTARY PUBLIC

DANIEL J. MUMAW, Attorney at Law
Notary Public—State of Ohio
My Commission Has No Expiration Date
Sec. 147.03 R.C.

The Old Saybrook Homeowners Association, Inc., joins in the execution of this Master Declaration to express its consent and approval of the terms and provisions hereof, this 21 day of December, 2005.

Old Saybrook Homeowners Association, Inc.

Robert P. Struharik, Jr.
By: ROBERT P. STRUHARIK, JR.
Its: President

STATE OF OHIO }

} SS:

MAHONING COUNTY }

BEFORE ME, a Notary Public in and for said County and State, personally appeared the above named Old Saybrook Homeowners Association, Inc., By: Robert P. Struharik, Jr. Its: President, who acknowledged that he did execute the above instrument and acknowledged that he did sign it, and that such signing was his free action and deed, and in the capacity indicated by his signatures and designations.

IN TESTIMONY WHEREOF, I have hereunto subscribed my name and affixed my official seal at Youngstown, Ohio, this 21 day of December, 2005.

Daniel J. Mumaw
NOTARY PUBLIC

DANIEL J. MUMAW, Attorney at Law
Notary Public—State of Ohio
My Commission Has No Expiration Date
Sec. 147.03 R.C.

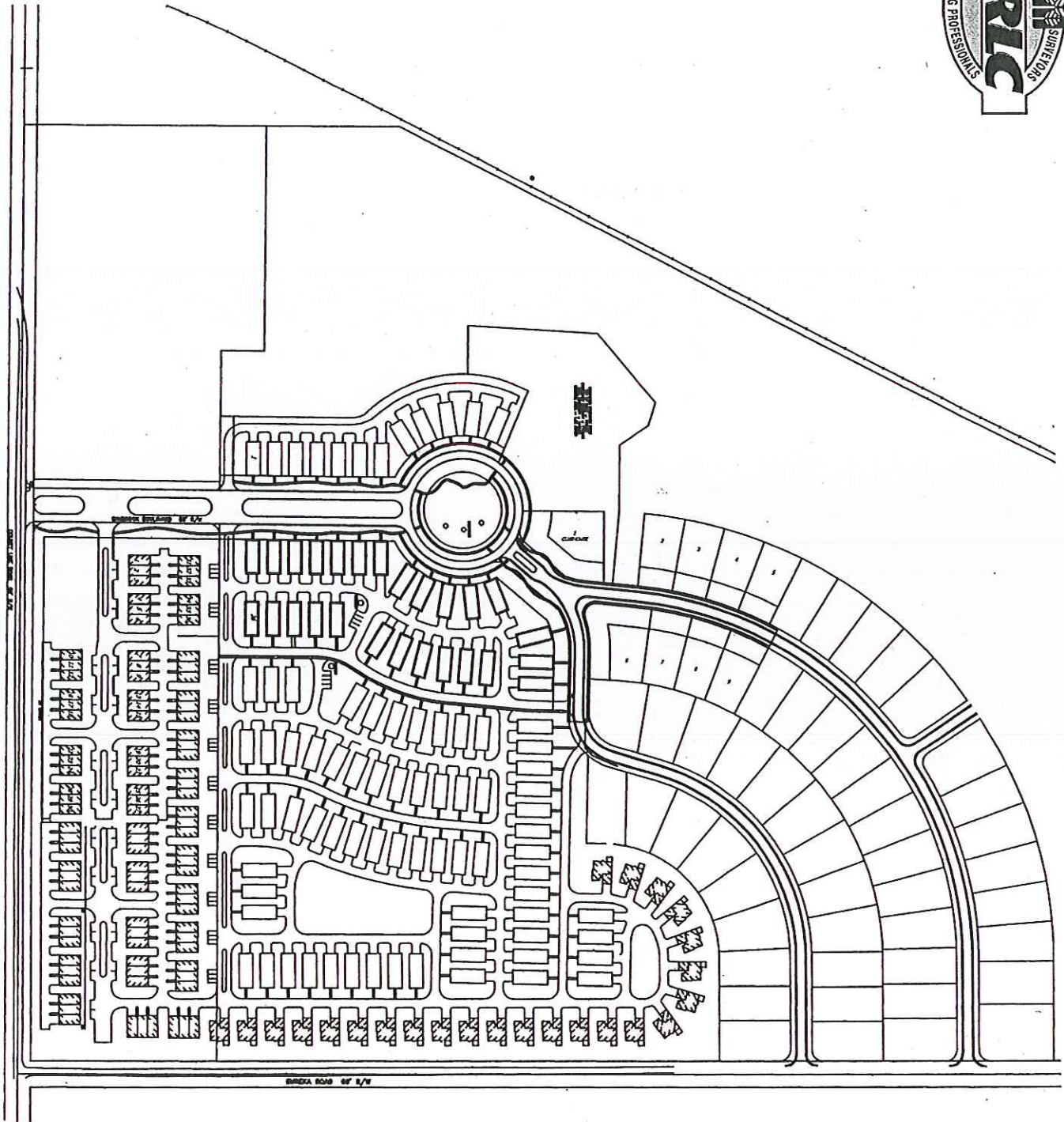
This instrument prepared by:
Daniel J. Mumaw, Attorney at Law

EXHIBIT "A"

Situated in the City of Columbiana, County of Mahoning, and State of Ohio, and known as being Lot Numbers Two (2) thru Twelve (12) inclusive, as shown in a Plat thereof known as Replat of Lot No. Two (2), Old Saybrook Plat No. 1, recorded in Volume 109, Page 204, Mahoning County Records of Plats.

EXHIBIT B

85585 00.2384



DEVELOPMENT PLAN

Date:	December 14, 2005
Drawn By:	D.V.
Author:	3294bmtl.dwg
Project No.:	32,94,02
Scale:	N.T.S.

Old Saybrook
City of Columbiana
Mahoning County, Ohio

WESTERN RESERVE LAND CONSULTANTS, INC.

8560 Market Street, Boardman, Ohio 44512
Phone: 330-965-2337 Fax: 330-965-6188

EXHIBIT C

TO MASTER DECLARATION OF COVENANTS, EASEMENTS AND RESTRICTIONS FOR
OLD SAYBROOK HOMEOWNERS ASSOCIATION, INC.

BY-LAWS

OF

OLD SAYBROOK HOMEOWNERS ASSOCIATION, INC.

A Non-Profit Ohio Corporation

**BY-LAWS OF HOMEOWNERS ASSOCIATION
OF
OLD SAYBROOK HOMEOWNERS ASSOCIATION, INC.**

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BY-LAWS OF HOMEOWNERS ASSOCIATION
OF
OLD SAYBROOK HOMEOWNERS ASSOCIATION, INC.

The within By-Laws are executed and incorporated into the MASTER DECLARATION OF COVENANTS, EASEMENTS AND RESTRICTIONS FOR OLD SAYBROOK HOMEOWNERS ASSOCIATION, INC., (hereafter "Declaration"). Certain of the terms used by these By-Laws have been defined in the Declaration and, when used herein, shall have the same meaning as set forth in the Declaration, unless the context clearly indicates a different meaning therefore. The purpose of the within By-Laws is to provide for the establishment of the Unit Owners' Association for the government of the Old Saybrook Property in the manner provided by the Declaration and these By-Laws. This purpose shall be accomplished on a non-profit basis, and no part of the earnings of the Association shall inure to the benefit of any private person, firm, corporation, association or organization. All present or future owners or tenants or their employees, or any other person who might use the facilities of the Old Saybrook Property in any manner shall be subject to the covenants, provisions or regulations contained in the Declaration and these By-Laws and shall be subject to any restriction, condition or regulation herein after adopted by the Association. The mere acquisition or rental of any of the Building Envelopes located within the Old Saybrook Property described in the Declaration, or the mere act of occupancy of any of the Building Envelopes will constitute acceptance and ratification of the Declaration and of these By-Laws.

ARTICLE I
NAME, PRINCIPAL OFFICE, AND DEFINITIONS

Name. The name of the Association shall be SAYBROOK HOMEOWNERS ASSOCIATION, INC., an Ohio non-profit corporation (hereinafter sometimes referred to as the "**Association**").

Principal Office. The principal office of the Association shall be located at the Declarant's office (which is currently located at 11624 South Ave. Ext., North Lima, OH 44452) until the termination of the Class B Control Period. The Association may have such other offices, as the Master Board of Trustees ("**Master Board**") may determine or as the affairs of the Association may require.

Definitions. The words used in this Master By-Laws ("By-Laws") shall have the same meaning as set forth in that Declaration of Covenants, Conditions, Easements and Restrictions for Saybrook Homeowners Association, Inc. of even date herewith (said declaration, as amended, restated, or extended from time to time, is hereinafter sometimes referred to as the "Declaration"), unless the context shall prohibit.

ARTICLE II
ASSOCIATION: MEETINGS, QUORUM, VOTING, PROXIES

Section 1. Membership. The Association shall have three (3) classes of membership, Class "A", Class "B" and Class "C" ("Members"), as more fully set forth in the Declaration, the terms of which pertaining to memberships are specifically incorporated herein by reference.

Section 2. Place of Meetings. Meetings of the Association shall be held at the principal office of the Association or at such other suitable place convenient to the Members as may be designated by the Master Board either on the Property or as convenient thereto as possible and practical.

Section 3. Annual Meetings. The first meeting of the Members, whether a regular or special meeting, shall be held within thirty (30) days after the termination of the Class "B" Control Period specified in Article III, Section 2 hereof, unless the Declarant determines in its sole discretion to call a special meeting prior thereto. The next annual meeting shall be set by the Master Board so as to occur no later than ninety (90) days after the close of the Association's fiscal year. Subsequent regular annual meetings of the Members shall be held within thirty (30) days of the same day of the same month of each year thereafter at an hour set by the Master Board. Subject to the foregoing, the annual meeting of the Members shall be held at a date and time as set by the Master Board.

Section 4. Special Meetings. The Declarant or the President of the Association may call special meetings. In addition, after the Declarant is no longer a Class "B" Member, it shall be the duty of the President of the Association to call a special meeting of the Association if so directed by resolution of a majority of a quorum of the Master Board or upon a petition signed by holders of at least twenty-five percent (25%) of the total votes of the Association. The notice of any special meeting shall state the date, time, and place of such meeting and the purpose thereof. No business shall be transacted at a special meeting except as stated in the notice.

Section 5. Notice of Meetings. A written or printed notice stating the place, day, and hour of any meeting of the Members shall be delivered, either personally or by mail, to each Member entitled to vote at such meeting, not less than seven (7) nor more than sixty (60) days before the date of such meeting, by or at the direction of the President or the Secretary or the officers or persons calling the meeting.

In the case of a special meeting or when required by statute or the By-Laws, the purpose or purposes for which the meeting is called shall be stated in the notice. No business shall be transacted at a special meeting except as stated in the notice.

If mailed, the notice of a meeting shall be deemed to be delivered three (3) days after it is deposited in the United States mail addressed to the Class "A" Member at his address as it appears on the records of the Association, with postage thereon prepaid.

Section 6. Waiver of Notice. Waiver of notice of meeting of a Class "A" Member shall be deemed the equivalent of proper notice. Attendance at a meeting by a

Class "A" Member, whether in Person or by proxy, shall be deemed a waiver by such Class "A" Member of notice of the time, date, and place thereof, unless such Class "A" Member specifically objects to lack of proper notice at the time the meeting is called to order. Attendance at a special meeting, shall also be deemed a waiver of notice of all business transacted thereat unless objection to the calling or convening of the meeting, of which proper notice was not given, is raised before the business is put to a vote.

Section 7. Adjournment of Meetings. If any meetings of the Association cannot be held because a quorum is not present, a majority of the Class "A" Members who are present at such meeting, either in person or by proxy, may adjourn the meeting to a time not less than five (5) nor more than thirty (30) days from the time the original meeting was called. At such adjourned meeting at which a quorum is present, any business which might have been transacted at the meeting originally called may be transacted. If a time and place for the adjourned meeting are not fixed by those in attendance at the original meeting or if for any reason a new date is fixed for the adjourned meeting after adjournment, notice of the time and place of the adjourned meeting shall be given to Class "A" Members in the manner prescribed for regular meetings.

The Class "A" Members present at a duly called or held meeting at which a quorum is present may continue to do business until adjournment, notwithstanding the withdrawal of enough Class "A" Members to leave less than a quorum, provided that at least twenty-five (25%) percent of the total votes of the Association remains present in person or by proxy, and provided further that any action taken shall be approved by at least a majority of the Members required to constitute a quorum.

Section 8. Voting. The voting rights of the Members shall be as set forth in the Declaration, and such voting rights provisions are specifically incorporated herein.

Section 9. Proxies. Class "A" Members may act or vote in person or by proxy. The person appointed as proxy need not be a member of the Association. Designation by a Member or Members of a proxy to vote or act on his or her behalf shall be made in writing to the Secretary of the Association (or if there is no Secretary, then with the person conducting the meeting for which the proxy is given) at or before the meeting and shall be revocable at any time by actual notice to the Secretary of the Association by the Member or Members making such designation. Notice to the Association in writing or in open meeting of the revocation of the designation of a proxy shall not affect any vote or act previously taken or authorized. The presence at a meeting of the person appointing a proxy does not revoke the appointment.

Section 10. Majority. As used in these By-Laws, the term "majority" shall mean those votes, Owners, or other group as the context may indicate totaling more than fifty (50%) percent of the total number.

Section 11. Quorum. Except as otherwise provided in the By-Laws or in the Declaration, the presence in person or by proxy of at least one-third (1/3) of the voting power of the Class "A" Members of the Association shall constitute a quorum at all meetings of the Association. Any provision in the Declaration concerning quorums is specifically incorporated herein.

Section 12. Conduct of Meetings. The President shall preside over all

meetings of the Association, and the Secretary shall keep the minutes of the meeting and record in a minute book all resolutions adopted at the meeting, as well as a record of all transactions occurring thereat.

Section 13. Action Without A Meeting. Any action required by law to be taken at a meeting of the Class "A" Members or any action which may be taken at a meeting of the Class "A" Members may be taken without a meeting if a consent in writing setting forth the action so taken shall be signed by all of the Class "A" Members entitled to vote with respect to the subject matter thereof, and such consent shall have the same force and effect as a unanimous vote of the Class "A" Members.

ARTICLE III **MASTER BOARD OF TRUSTEES: NUMBER, POWERS, MEETINGS**

A. COMPOSITION AND SELECTION.

Section 1. Governing Body; Composition. The affairs of the Association shall be governed by the Master Board of Trustees, each of whom shall have one (1) vote. Except with respect to Trustees appointed by the Declarant, the Master Board shall be Members or spouses of such Members; provided, however, no person and his or her spouse may serve on the Master Board at the same time. If a Member is a corporation or partnership, having the authority to designate a Trustee(s), a certificate signed by such Member shall be filed with the Secretary of the Association naming such Trustee(s), which certificate shall be conclusive until a subsequent substitute certificate is filed with the Secretary of the Association.

Section 2. Trustees During Class "B" Control. The Trustees shall be selected by the Class "B" Member acting in its sole discretion and shall serve at the pleasure of the Class "B" Member until up to one hundred eighty (180) days after the first to occur of the following ("Class "B" Control Period"):

- (a) when all Building Envelopes to be constructed on the Property have been sold and conveyed to Persons other than the Declarant;
- (b) December 31, 2031; or
- (c) when, in its discretion, the Class "B" Member so determines.

Section 3. Right to Disapprove Actions. This Section 3 may not be amended without the express, written consent of the Declarant as long as the Declarant owns a Building Envelope within the Property.

So long as the Declarant owns a Building Envelope within the Old Saybrook Property, the Declarant shall have a right to disapprove actions of the Master Board and the ARC, as is more fully provided in this Section. This right shall be exercisable only by the Declarant, its successors, and assigns who specifically take this power in a recorded instrument. The right to disapprove shall be as follows:

No action authorized by the Master Board or ARC shall become effective, nor shall any action, policy, or program be implemented until and unless:

(a) The Declarant shall have been given written notice of all meetings and proposed actions approved at meetings of the Master Board or any committee thereof by certified mail, return receipt requested, or by personal delivery at the address it has registered with the Secretary of the Association, as it may change from time to time, which notice complies as to the Master Board meetings with Article III, Sections 8, 9, and 10, of these By-Laws and which notice shall, except in the case of the regular meetings held pursuant to these By-Laws, set forth in reasonable particularity the agenda to be followed at said meeting; and

(b) The Declarant shall be given the opportunity at any such meeting to join in or to have its representatives or agents join in discussion from the floor of any prospective action, policy, or program to be implemented by the Master Board, any committee thereof, or the Association. The Declarant, its representatives or agents shall have the right to make its concerns, thoughts, and suggestions known to the members of the subject committee and/or the Master Board. The Declarant shall have the right to disapprove any action, policy, or program authorized by the Master Board or any committee thereof and to be taken by the Master Board, such committee, the Association, or any individual Member of the Association, if Master Board, committee, or Association approval is necessary for such action. This right may be exercised by the Declarant, its representatives, or agents at any time within ten (10) days following the meeting held pursuant to the terms and provisions hereof. This right to disapprove may be used to block proposed actions but shall not extend to the requiring of any action or counteraction on behalf of any committee, or the Master Board or the Association. The Declarant shall not use its right of disapproval to require a reduction in the level of services which the Association is obligated to provide or to prevent capital repairs or any expenditure required to comply with applicable laws and regulations.

Section 4. Number of Trustees. The number of Trustees in the Association shall consist of three (3) Master Board members, as provided in Section 6 below.

Section 5. Nomination of Trustees. Except with respect to Trustees selected by the Class "B" Member, nominations for election to the Master Board of Trustees shall be made by the Members. All candidates shall have a reasonable opportunity to communicate their qualifications to the Class "A" Members and to solicit votes.

Section 6. Election and Term of Office. Notwithstanding any other provision contained herein:

(a) At any time prior to the termination of the Class "B" Control Period the Class "B" Member may elect, at its sole discretion, that the Association may call a special meeting at which the Class "A" Members may elect one (1) of the three (3) Trustees. In such event, the remaining two (2) Trustees shall be appointees of the Class "B" Member. In such event, the Trustee elected by the Class "A" Members shall not be subject to removal by the Class "B" Member acting alone and shall be elected for a term of two (2) years or until the termination of the Class "B" Control Period, whichever is shorter. If such Trustee's term expires prior to the termination of the Class "B" Control Period, a successor shall be elected for a like term.

(b) At the first annual meeting of the membership after the termination of the Class "B" Control Period, as specified in Section 2 of this Article III, the Class "A"

Members shall elect all three (3) Trustees. Immediately prior to such election, the persons previously elected or appointed, whether by the Declarant or by the Class "A" Members, shall resign; provided, however, that such persons that remain as Members shall be eligible for reelection to the Master Board of Trustees. One (1) Trustee shall be elected to serve a term of three (3) years, one (1) Trustee shall be elected to serve a term of two (2) years, and one (1) Trustee shall be elected to serve a term of one (1) year. Upon the expiration of the initial term of office of each such Trustee, a successor shall be elected to serve a term of three (3) years. Thereafter, all Trustees shall be elected to serve three (3) year terms. For the purpose of the election of Trustees, each Class "A" Member shall have one (1) equal vote, and the Declarant shall also be entitled to a vote for each Building Envelope owned by the Declarant, if any, except as otherwise provided above.

At any election of Trustees, each Class "A" Member shall be entitled to cast one (1) equal vote with respect to each vacancy to be filled. The candidates receiving the largest number of votes shall be elected. Such election shall be by written secret ballot whenever requested by a Member of the Association; but unless the request is made, the election may be conducted in any manner approved at such meeting. The Trustees elected by the Class "A" Members shall hold office until their respective successors have been elected by the Association. The Trustees may be elected to serve any number of consecutive terms. The persons so elected shall take office upon such election.

Section 7. Removal of Trustees and Vacancies. Any Trustee elected by the Class "A" Members may be removed, with or without cause, by the vote of Class "A" Members holding a majority of the votes entitled to be cast for the election of such Trustee. Any Trustee whose removal is sought shall be given notice prior to any meeting called for that purpose. Upon removal of a Trustee by the vote of the Class "A" Members, a successor shall then and there be elected by the Class "A" Members entitled to elect the Trustee so removed to fill the vacancy for the remainder of the term of such Trustee. A Trustee appointed by the Class "B" Member may be removed, with or without cause, by the Class "B" Member. Upon removal of a Trustee by the Class "B" Member, a successor shall be appointed by the Class "B" Member to fill the vacancy for the remainder of the term of such Trustee.

Any Trustee elected by the Class "A" Members who has three (3) consecutive unexcused absences from Master Board meetings or who is delinquent in the payment of any assessment or other charge due the Association for more than thirty (30) days may be removed by a majority of the Trustees present at a regular or special meeting at which a quorum is present, and a successor may be appointed by the Master Board to fill the vacancy for the remainder of the term. In the event of the death, disability, or resignation of a Trustee, a vacancy may be declared by the Master Board, and it may appoint a successor. Any Trustee appointed by the Master Board shall serve for the remainder of the term of the Trustee who vacated the position.

B. MEETINGS.

Section 8. Organization Meetings. The first meeting of the Master Board following each annual meeting of the membership shall be held within ten (10) days thereafter at such time and place as shall be fixed by the Master Board.

Section 9. Regular Meetings. During the Class "B" Control Period, regular meetings of the Master Board shall be held at such time and place as shall be determined from time to time by the Class "B" Member, but at least one (1) such meeting shall be held during each fiscal year. After the expiration of the Class "B" Control Period, the first annual meeting of the Members shall be held as provided in Article II, Section 3 herein, and thereafter regular meetings of the Master Board may be held at such time and place as shall be determined from time to time by a majority of the Master Board, but at least two (2) such meetings shall be held during each fiscal year with at least one (1) per half. Notice of the time and place of the meeting shall be communicated to members of the Master Board not less than four (4) days prior to the meeting; provided, however, notice of a meeting need not be given to any member of the Master Board who has signed a waiver of notice or a written consent to holding of the meeting.

Section 10. Special Meetings. Special meetings of the Master Board shall be held when called by written notice signed by the President, Vice President, or Secretary of the Association, or by any two (2) members of the Master Board. The notice shall specify the time and place of the meeting and the nature of any special business to be considered. The notice shall be given to each member of the Master Board by one of the following methods: (a) by personal delivery; (b) written notice by first class mail, postage prepaid; or c) by telephone communication, either directly to the member of the Master Board or to a person at the member's office or home who would reasonably be expected to communicate such notice promptly to the member of the Master Board. All such notices shall be given or sent to the member's address or telephone number as shown on the records of the Association. Notices sent by first class mail shall be deposited into a United States mailbox at least four (4) days before the time set for the meeting. Notices given by personal delivery, or telephone shall be delivered or telephoned at least seventy-two (72) hours before the time set for the meeting.

Section 11. Waiver of Notice. The transactions of any meetings of the Master Board, however called and noticed or wherever held, shall be as valid as though taken at a meeting duly held after regular call and notice if (a) a quorum is present, and (b) either before or after the meeting each of the members of the Master Board not present signs a written waiver of notice, a consent to holding the meeting, or an approval of the minutes. The waiver of notice or consent need not specify the purpose of the meeting. Notice of a meeting shall also be deemed given to any member of the Master Board who attends the meeting without protesting before or at its commencement about the lack of adequate notice.

Section 12. Quorum of Master Board. At all meetings of the Master Board, a majority of the members of the Master Board shall constitute a quorum for the transaction of business, and the votes of a majority of the members of the Master Board present at a meeting at which a quorum is present shall constitute the decision of the Master Board. A meeting at which a quorum is initially present may continue to transact business, notwithstanding the withdrawal of members of the Master Board, if any action taken is approved by at least a majority of the required quorum for that meeting. At such adjourned meeting at which a quorum is present, any business which might have been transacted at the meeting originally called may be transacted without further notice.

Section 13. Compensation. No member of the Master Board shall receive any compensation from the Association for acting as such unless approved by Members representing a majority vote of the total vote of the Association at a regular or special

meeting of the Association; provided any Trustee may be reimbursed for expenses incurred on behalf of the Association upon approval of a majority of the other Trustees.

Section 14. Conduct of Meetings. The President shall preside over all meetings of the Master Board, and the Secretary shall keep a minute book of the Master Board, recording therein all resolutions adopted by the Master Board and a record of all transactions and proceedings occurring at such meetings. Meetings may be conducted by telephone and shall be considered as any other meeting, provided all Trustees are able through telephone connection to hear and to be heard.

Section 15. Open Meetings. Subject to the provisions of Sections 16 and 17 of this Article, all meetings of the Master Board shall be open to all Class "A" Members, but Class "A" Members other than Trustees may not participate in any discussion or deliberation unless permission to speak is requested on his or her behalf by a member of the Master Board. In such case, the President may limit the time any Class "A" Member may speak.

Section 16. Executive Session. The Master Board may, with approval of a majority of a quorum, adjourn a meeting and reconvene in executive session to discuss and vote upon personnel matters, litigation in which the Association is or may become involved, and orders of business of a similar nature. The nature of any and all business to be considered in executive session shall first be announced in open session.

Section 17. Action Without a Formal Meeting. Any action to be taken at a meeting of the Master Board or any action that may be taken at a meeting of the Master Board may be taken without a meeting if a consent in writing, setting forth the action so taken, shall be signed by all of the members of the Master Board, and such consent shall have the same force and effect as a unanimous vote. An explanation of the action taken shall be posted at a prominent place or places within the Common Elements within three (3) days after the written consents of all the members of the Master Board have been obtained.

C. POWERS AND DUTIES.

Section 18. Powers. Except as set forth in the Declaration and in these By-Laws, the Master Board shall be responsible for the affairs of the Association and shall have all of the powers and duties necessary for the administration of the Association's affairs and, as provided by law, may do all acts and things as are not by the Declaration, Articles, or the By-Laws directed to be done and exercised exclusively by the Class "A" Members or the membership generally.

The Master Board shall delegate to one of its members the authority to act on behalf of the Master Board on all matters relating to the duties of the managing agent or manager, if any, which might arise between meetings of the Master Board.

In addition to the duties imposed by these By-Laws or by any resolution of the Association that may be hereafter adopted, the Master Board shall have the power to and be responsible for the following, in way of explanation, but not limitation:

- (a) preparation and adoption of an annual budget in which there shall be

established the contribution of each Owner to the Common Expenses;

(b) imposing assessments to defray the Common Expenses, establishing the means and methods of collecting such assessments, and establishing the period of the installment payments of the annual assessment; provided, however, that unless otherwise determined by the Master Board, the assessments shall be paid annual or semi-annual against the proportionate share of the Common Expenses and shall be payable in advance and if paid annually on or before January 1; and if paid semi-annually, ½ of the assessment paid on or before January 1 and ½ of the assessment paid on or before July 1 of each year.

(c) providing for the operation, care, upkeep, and maintenance of the Area of Master Maintenance Responsibility and of all of the Common Elements;

(d) designating, hiring, and dismissing the personnel necessary for the maintenance, operation, repair, and replacement of the Association, its property, and the Common Elements and, where appropriate, providing for the compensation of such personnel and for the purchase of equipment, supplies, and material to be used by such personnel in the performance of their duties;

(e) collecting the assessments, depositing the proceeds thereof in a bank depository which it shall approve, and using the proceeds to administer the Association; provided, however, that any reserve fund may be deposited, in the Trustee's best business judgment, in depositories other than banks;

(f) making and amending rules and regulations;

(g) opening of bank accounts on behalf of the Association and designating the signatories required;

(h) making or contracting for the making of repairs, additions, and improvements to or alterations of the Common Elements in accordance with the provisions of the Declaration and the By-Laws after damage or destruction by fire or other casualty;

(i) enforcing by legal means the provisions of the Declaration, the By-Laws, and the rules and regulations adopted by it and bringing any proceedings which may be instituted on behalf of or against the Owners concerning the Association;

(j) enforcing by legal means the provisions of the Declaration, the By-Laws, and the rules and regulations adopted by it and bringing any proceedings which may be instituted on behalf of or against the Owners concerning the Association;

(k) paying the cost of all services rendered to the Association or its Members and not chargeable directly to individual Owners;

(l) keeping books with detailed accounts of the receipts and expenditures affecting the Association and its administration, specifying the maintenance and repair expenses and any other expenses incurred. The said books and vouchers accrediting the entries thereupon shall be available for examination by the Owners and mortgagees, their duly authorized agents, accountants, or attorneys, during general business hours

on working days at the time and in a manner that shall be set and announced by the Master Board for the general knowledge of the Owners. All books and records shall be kept in accordance with generally accepted accounting practices;

(m) make available to any prospective purchaser of a Building Envelope, any Owner of a Building Envelope, any first mortgagee, and the holders, insurers, and guarantors of a first mortgage on any Building Envelope, current copies of the Declaration, the Articles, the By-Laws, rules governing Building Envelopes, and all other books, records, and financial statements of the Association. The Association may impose a reasonable charge for the foregoing in order to defray duplication costs;

(n) permit utility suppliers to use portions of the Common Elements reasonably necessary to the ongoing development or operation of the Property; and

(o) entering into easement agreements, license agreements and other agreements with utility companies (both private and public), with Owners within the Property, and with the owners of neighboring properties.

Section 19. Management Agent.

(a) The Master Board may employ for the Association a professional management agent or agents at a compensation established by the Master Board to perform such duties and services, as the Master Board shall authorize. The Master Board may delegate to the managing agent or manager, subject to the Master Board's supervision, all of the powers granted to the Master Board by the By-Laws, other than the powers set forth in subparagraphs (a), (b), (f), (g), and (i) of Section 18 of this Article. The Declarant, or an affiliate of the Declarant, may be employed as managing agent or manager.

(b) No management contract may have a term in excess of three (3) years and must permit termination by either party without cause and without termination fee on ninety (90) days' or less written notice.

Section 20. Accounts and Reports. The following management standards of performance will be followed unless the Master Board by resolution specifically determines otherwise:

(a) cash basis accounting, as defined by generally accepted accounting principles, shall be employed;

(b) cash accounts of the Association shall not be commingled with any other accounts;

(c) no remuneration shall be accepted by the managing agent from vendors, independent contractors, or others providing goods or services to the Association, whether in the form of commissions, finder's fees, service fees, prizes, gifts, or otherwise; any item of value received shall benefit the Association; and

(d) an annual report consisting of at least the following shall be distributed to all Class "A" Members within one hundred twenty (120) days after the close of the fiscal year: (1) a balance sheet as of the end of the fiscal year: (2) an operating (income)

statement for the fiscal year; and (3) a statement of changes in financial position for the fiscal year. Said report shall be accompanied by the certificate of an authorized officer of the Association that the statements were prepared without audit from the books and records of the Association.

Section 21. Borrowing. The Master Board shall have the power to borrow money for the purpose of repair or restoration of the Common Elements or Elements of Common Responsibility without the approval of the Class "A" Members of the Association; provided, however, the Master Board shall obtain membership approval in the same manner as is provided in Section 9.1 of the Declaration for Assessments for borrowings made for matters referred to in said Section.

Section 22. Rights of the Association. With respect to the Common Elements or other Elements of Common Responsibility, and in accordance with the Articles and the By-Laws, the Association shall have the right to contract with any person for the performance of various duties and functions. Without limiting the foregoing, this right shall entitle the Association to enter into common management, operational, or other agreements with trusts, condominiums, or neighborhood and other homeowners or residents associations, both within and without the Property. Such agreements shall require the consent of two-thirds (2/3) of the votes of all members of the Master Board.

Section 23. Hearing Procedure; Compliance and Non-Monetary Default.

(a) Enforcement. In the event of a violation by any Member or any Tenant or other occupant of a Member (other than the nonpayment of Assessments or charges, which is governed by Article IX of the Declaration) of any of the provisions of the Declaration, the By-Laws, or the Rules, the Association or a committee created by the By-Laws (e.g., the Covenants Committee) or by the Master Board shall notify the Member and any Tenant or other occupant of the violation, by written notice. If such violation is not cured as soon as is reasonably practical and in any event within seven (7) days after such written notice, or if the violation is not capable of being cured within such seven (7) day period, if the Member or Tenant or other occupant fails to commence and diligently proceed to completely cure such violation as soon as is reasonably practical within seven (7) days after written demand by the Association or such committee, or if any similar violation is thereafter repeated, the Association or such committee may, at its option:

- (i) Impose a fine against the Member or Tenant or other occupant as provided in Subsection (b) of this Section; and/or
- (ii) Commence an action to enforce performance on the part of the Member or Tenant or other occupant, and to require the Member to correct such failure, or for such other relief as may be necessary under the circumstances, including injunctive relief; and/or
- (iii) The Association may itself perform any act or work required to correct such failure and, either prior to or after doing so, may charge the Member with all reasonable costs incurred or to be incurred by the Association in connection therewith, plus a service fee equal to fifteen percent (15%) of such costs. In connection with the foregoing, the Association may perform any maintenance or repairs required to be performed, may remove any change, alteration,

addition or improvement which is unauthorized or not maintained in accordance with the provisions of the Declaration, and may take any and all other action reasonably necessary to correct the applicable failure; and/or

- (iv) Commence an action to recover damages or any other remedy available at law or in equity.

(b) Fines. The amount of any fine shall be a reasonable amount as determined by the Master Board or the Covenants Committee (as defined in Article V, Section 2). Prior to imposing any fine, the Member or Tenant or other occupant shall be afforded an opportunity for a hearing after reasonable notice to the Member or Tenant or other occupant of not less than ten (10) days, which notice shall include (i) a statement of the date, time and place of the hearing, (ii) a statement of the provisions of the Declaration, the By-Laws or Rules which have allegedly been violated, and (iii) a short and plain statement of the matters asserted by the Association or the committee. Prior to the effectiveness of any sanction hereunder, proof of notice and the invitation to be heard shall be placed in the minutes of the meeting. Such proof shall be deemed adequate if a copy of the notice, together with a statement of the date and manner of delivery is entered by the officer, Master Board member, committee member or agent who delivered such notice. The notice requirement shall be deemed satisfied if the alleged violator appears at the hearing. The minutes of the hearing shall contain a written statement of the hearing and the sanction, if any, imposed. The Member or Tenant or other occupant shall have an opportunity to respond, to present evidence, and to provide written and oral arguments on all issues involved and shall have an opportunity at the hearing to review, challenge and respond to any material considered by the Association. At the hearing, the Master Board or committee shall conduct a reasonable inquiry to determine whether the alleged violation in fact occurred, and if the Master Board or committee so determines, it may impose such fine as it deems appropriate by written notice to the Member or Tenant or other occupant. If the Member or Tenant or other Occupant fails to attend the hearing as set by the Master Board or committee, the Member or Tenant or other Occupant shall be deemed to have admitted the allegations contained in the notice to the Member or Tenant or other Occupant. Any fine imposed by the Master Board or committee shall be due and payable within ten (10) days after written notice of the imposition of the fine, or if a hearing is timely requested, within ten (10) days after written notice of the Master Board's or committee's decision at the hearing. Any fine levied against a Member shall be deemed an Assessment and if not paid when due all of the provisions of the Declaration relating to the late payment of Assessments shall be applicable.

(c) Negligence. A Member shall be liable and may be charged by the Association for the expense of any maintenance, repair or replacement rendered necessary by his act, neglect or carelessness, but only to the extent that such expense is not met by the proceeds of insurance carried by the Association. Such liability shall include any deductible portion of such loss, and any increase in casualty insurance rates occasioned by use, misuse, occupancy or abandonment of a Building Envelope or its appurtenances or of the Common Elements.

(d) Responsibility of Members for Tenants. Each Member shall be responsible for the acts and omissions, whether negligent or willful, of his Tenant, and for all employees, agents and invitees of the Member or any such Tenant, and in the

event the acts or omissions of any of the foregoing shall result in any damage to the Common Elements, or any liability to the Association, the Member shall be charged for same, limited where applicable to the extent that the expense or liability is not met by the proceeds of insurance carried by the Association. Furthermore, any violation of any of the provisions of the Declaration, the By-Laws, or any Rule, by any Tenant, or any employees, agents or invitees of a Member or any Tenant of a Building Envelope, shall also be deemed a violation by the Member, and shall subject the Member to the same liability as if such violation was that of the Member.

(e) **Costs and Attorney's Fees.** In any legal proceedings commenced by the Association or a committee to enforce the Declaration, the By-Laws and/or the Rules, as said documents may be amended from time to time, the prevailing party shall be entitled to recover the costs of the proceeding and reasonable attorneys' and paralegal fees. Any such costs or attorneys' and paralegals' fees awarded to the Association or committee in connection with any action against any Member shall be charged to the Member.

(f) **Declarant Assessments.** Declarant shall not be required to pay any assessments or monies to finance any claim or litigation against the Declarant.

(g) **No Waiver of Rights.** The failure of the Association or a committee or any Member to enforce any covenant, restriction or any other provision of the Declaration, the By-Laws, or the Rules, as the said documents may be amended from time to time, shall not constitute a waiver of the right to do so thereafter.

(h) **Appeal.** Following a hearing before a committee, the violator shall have the right to appeal the decision to the Master Board. To perfect this right, a written notice of appeal must be received by the President or Secretary of the Association within thirty (30) days after the date of receipt of the decision of the committee. No later than thirty (30) days after receipt of the notice of appeal, the Master Board shall review the minutes of the hearing. The affirmative vote of two-thirds (2/3rds) of the members of the Master Board shall be required to reverse or modify the decision of the committee.

(i) **Additional Enforcement Rights.** Notwithstanding anything to the contrary herein contained, the Association, acting through the Master Board, may elect to enforce any provision of the Declaration, the By-Laws, or the Rules and Regulations of the Association by self-help (specifically including, but not limited to, the towing of vehicles that are in violation of parking rules and regulations) or by suit at law or in equity to enjoin any violation or to recover monetary damages or both without the necessity of compliance with the procedure set forth above. In any such action, to the maximum extent permissible, the Owner or Occupant responsible for the violation of which abatement is sought shall pay all costs, including reasonable attorney's fees actually incurred by the Association in so acting to enforce such rights.

ARTICLE IV **OFFICERS**

Section 1. Officers. The officers of the Association shall be elected by the Master Board and shall consist of a President, Vice President, Secretary, and Treasurer. The Master Board may elect such other officers, including one or more Assistant Secretaries and one or more Assistant Treasurers, as it shall deem desirable, such

officers to have the authority and perform the duties prescribed from time to time by the Master Board. Any two or more offices may be held by the same person, excepting the offices of President and Secretary. The President, Secretary and Treasurer shall be elected from among the members of the Master Board.

Section 2. Election, Term of Office, and Vacancies. The officers of the Association shall be elected annually by the Master Board at the first meeting of the Master Board following each annual meeting of the Members, as herein set forth in Article III. A vacancy in any office arising because of death, resignation, removal, or otherwise may be filled by the Master Board for the unexpired portion of the term.

Section 3. Removal. Any officer may be removed by the Master Board whenever in its judgment the best interests of the Association will be served thereby.

Section 4. Powers and Duties. The officers of the Association shall each have such powers and duties as generally pertain to their respective offices, as well as such powers and duties as may from time to time be specifically conferred or imposed by the Master Board. The President shall be the chief executive officer of the Association. The Secretary shall have primary responsibility for the preparation and maintenance of all minutes and other records of actions by the Master Board, and shall provide all notice required hereunder and handle all correspondence or other communications of the Association, either directly or by delegation, to other committees, the management agent, or both. The Treasurer shall have primary responsibility for the preparation of the budget as provided for in the Declaration and may delegate all or part of the preparation and notification duties to a finance committee, management agent, or both.

Section 5. Resignation. Any officer may resign at any time by giving written notice to the

Section 6. Master Board, the President, or the Secretary. Such resignation shall take effect on the date of the receipt of such notice or at any later time specified therein, and unless otherwise specified therein, the acceptance of such resignation shall not be necessary to make it effective.

Section 7. Agreements, Contracts, Deeds, Easements, Leases. All agreements, contracts, deeds, easements, leases, and other instruments of the Association shall be executed by the President of the Association, or by such other person or persons as may be designated by resolution of the Master Board.

ARTICLE V **COMMITTEES**

Section 1. General. Committees are hereby authorized to perform such tasks and to serve for such periods as may be designated by a resolution adopted by a majority of the members of the Master Board present at a meeting at which a quorum is present. Such committees shall perform such duties and have such powers as may be provided in the resolution. Each committee shall be composed as required by law and shall operate in accordance with the terms of the resolution of the Master Board

designating the committee or with rules adopted by the Master Board.

Section 2. Covenants Committee. The Master Board may appoint a Covenants Committee consisting of three (3) members. Acting in accordance with the provisions of the Declaration, the By-Laws, and resolutions the Master Board may adopt, the Covenants Committee, if established, shall be the hearing tribunal of the Association and shall conduct all hearings held pursuant to Article III, Section 23 of the By-Laws.

ARTICLE VI **FINANCES OF ASSOCIATION (ASSESSMENTS)**

Section 1. Preparation of Estimated Budget. On or before the filing with the Mahoning County Recorder of the Declaration, and on or before December 15 of each year thereafter, the Association shall estimate the total amount necessary to pay the Assessments referred to in Article VII of the Declaration for the balance of the calendar year in which the Declaration is filed and, thereafter, for each succeeding calendar year together with a reasonable amount considered by the Association to be necessary for a reserve for contingencies and replacements, and the amounts, if any, which may be received from special assessments, concessions, contracts for special services and facilities, and other sources. On or before December 21, the Association shall notify each Member in writing as to the amount of such estimates, and shall send a copy of such notice to each holder of a first mortgage upon the Ownership Interest of a Member who has made a request in writing for such notification. The failure of the Association to comply strictly with the above time requirements shall not be deemed to be a waiver and shall not prevent the Association from collecting Assessments. The net of the aggregate amounts of such estimates (herein called the "Estimated Cash Requirements") of the net calendar year shall be assessed to those Members required to pay the Assessments according to and as specifically set forth in Article VII of the Declaration and these By-Laws. Each Member required to pay Assessments shall pay to the Association or as it may direct. On or before the date of each annual meeting, the Association shall furnish to all Members an itemized accounting of the expenditures for the preceding calendar year actually incurred and paid, together with a tabulation of the amounts collected pursuant to the estimates provided, by special Assessments, or otherwise, and showing the net amount over or short of the actual expenditures plus reserves. At the sole discretion of the Master Board, any amount accumulated in excess of the amount required for actual expenses and reserves and/or to cover any shortages shall be either credited to the next years Assessments due from the Members under the current year's estimate, pro rata, or added to the reserve fund.

In addition to such regular assessments, each Class A Member shall be required to make, at the time such Member acquires title to a Building Envelope from the Declarant, any initial capital contribution to the Association required by the agreement of sale and purchase of a Building Envelope or as required by the Master Declaration. The general purpose of this contribution is to provide the Association with a portion of the necessary initial working capital and/or a contingency reserve. Such funds may be used for such purposes as the Master Board may determine. This initial capital contribution is not an escrow or advance, is not refundable and shall not be required of the Declarant, but only from those persons who or which purchase a Building Envelope or Building Envelopes from the Declarant.

Notwithstanding the provisions of this Section1, the Master Board shall have the authority to establish payment of assessments on a monthly, quarterly or semi-annual (rather than on a yearly) basis.

Section 2. Reserve for Contingencies and Replacements: Special Assessments. The Association shall build up and maintain a reasonable reserve for contingencies and replacements. Extraordinary expenditures not originally included in the annual estimate which may be necessary for the year, shall be charged first against such reserve. If the "Estimated Cash Requirements" proves inadequate for any reason, including nonpayment of any Member's Assessment, the deficiency and any extraordinary expenditures in excess of the reserves therefore shall be assessed to the Members required to pay assessments, pro rata. The Association shall also make any necessary or desirable special Assessments, from time to time which shall be payable at the time or times the Master Board deems necessary or desirable. The Association shall serve notice of such further Assessments on Members required to pay Assessments, by a statement in writing giving the amount and reasons therefore, and such further assessment shall be payable with the next regular monthly payment becoming due to the Association but not less than ten (10) days after the delivery or mailing of such notice of further Assessment.

Section 3. Failure to Prepare Annual Budget. The failure or delay of the Association to prepare or deliver to a Member any annual or adjusted estimate shall not constitute a waiver or release in any manner of such Member's obligation to pay his share of the Assessments, as herein provided, whenever the same shall be determined, and in the absence of any annual estimate or adjusted estimate, the Member required to pay Assessments pursuant to Article VII of the Declaration shall continue to pay the yearly charge at the existing yearly rate established for the previous period until the Association mails or delivers notice of the new monthly payment due as a result of the determination of the new annual or adjusted estimate.

Section 4. Books and Records of the Association.

(a) Inspection by Members of the Master Board. Every member of the Master Board shall have the absolute right at any reasonable time to inspect all books, records, and documents of the Association and the physical properties owned or controlled by the Association. The (right of inspection by a member of the Master Board includes the right to make extracts and copies of documents at the expense of the Association.

(b) Rules for Inspection. The Master Board shall establish reasonable rules with respect to:

- (i) notice to be given to the custodian of the records;
- (ii) hours and days of the week when such an inspection may be made; and
- (iii) payment of the cost of reproducing copies of documents requested.

Section 5. Status of Funds Collected by Association. All funds collected hereunder shall be held and expended solely for the purposes designated herein and (except for such special Assessments as may be levied hereunder against less than all of the Members and for such adjustments as may be required to reflect delinquent or prepaid Assessments) shall be deemed to be held for the use, benefit and account of all Members required to pay Assessments pursuant to Article VII of the Declaration.

Section 6. Depository. The depository of the Association shall be such bank or banks and/or such savings and loan association or savings and loan associations and/or such money market fund(s) as shall be designated from time to time by the Master Board and in which the monies of the Association shall be deposited. Withdrawal of the monies from such accounts shall be only by check signed by such persons as are authorized by the Master Board.

Section 7. Annual Review. The books of the Association shall be reviewed once a year by the Master Board and such review shall be completed prior to each annual meeting. If requested by a majority of the members of the Master Board, such review shall be made by a certified public accountant. In addition and at any time requested by Members or by holders of first mortgages on Ownership Interests possessing in the aggregate fifty percent (50%) or more of the voting power in the Association, the Master Board shall cause an additional review to be made at the expense of the requesting party.

Section 8. Remedies for Failure to Pay Assessments. If an Owner shall be in default in the payment of any of the aforesaid Assessments, the Association (or Declarant if such Assessment was to be paid directly to Declarant) shall have all of the remedies set forth anywhere in the Declaration, in the By-Laws or at law or equity to collect such Assessments and all costs associated therewith.

ARTICLE VII **MISCELLANEOUS**

Section 1. Fiscal Year. The initial fiscal year of the Association shall be set by resolution of the Master Board.

Section 2. Parliamentary Rules. Except as may be modified by Master Board resolution establishing modified procedures, Robert's Rules of Order (current edition) shall govern the conduct of Association proceedings when not in conflict with Ohio law, the Articles, the Declaration, or the By-Laws.

Section 3. Conflicts. If there are conflicts or inconsistencies between the mandatory provisions of Ohio law, the Articles, the Declaration, and the By-Laws, the mandatory provisions of Ohio law, the Declaration, the Articles, and the By-Laws (in that order) shall prevail.

Section 4. Notices. Unless otherwise provided in the By-Laws, all notices, demands, bills, statements, or other communications under the By-Laws shall be in writing and shall be deemed to have been duly given if delivered personally or if sent by U. S. mail, first class postage prepaid:

(a) if to a Member, at the address which the Member has designated in writing and filed with the Secretary or, if no such address has been designated, at the address of the Building Envelope of such Member; or

(b) if to the Association, the Master Board, or the managing agent, at the principal office of the Association or the managing agent, if any, or at such other address as shall be designated by the notice in writing to the Owners pursuant to this Section.

Section 5. Amendment.

(a) Prior to the sale and conveyance of the first Building Envelope, the Declarant may unilaterally amend the By-Laws.

(b) After the sale and conveyance of the first Building Envelope, the Declarant may unilaterally amend the By-Laws so long as it owns any portion of the Property for development, and so long as the amendment has no material adverse effect upon the rights of any Member.

(c) After the Declarant no longer owns any portion of the Property for development, or if an amendment has a material adverse effect upon the rights of any Member, the By-Laws may be amended only by the affirmative vote or written consent, or any combination thereof, of Class "A" Members representing a majority of the total votes of the Association, which shall include a majority of votes of Members other than the Declarant or, where the two class voting structure is still in effect: shall include the Class "B" Member and a majority of the Class "A" Members. However, the percentage of votes necessary to amend a specific clause or provision shall not be less than the prescribed percentage of affirmative votes required for action to be taken under that clause.

(d) No amendment may, at any time; (i) remove, revoke, or modify any right or privilege of the Declarant without the written consent of the Declarant or the assignee of such right or privilege; (ii) impair the validity or priority of the lien of an Eligible Mortgage Holder or impair the rights granted to an Eligible Mortgage Holder herein without the prior written consent of such Eligible Mortgage Holder; or, (iii) increase the financial burden of an Owner without the prior written consent of such Owner.

This instrument prepared by:
Daniel J. Mumaw, Attorney at Law



Prescribed by J. Kenneth Blackwell

Ohio Secretary of State

Central Ohio: (614) 466-3910

Toll Free: 1-877-SOS-FILE (1-877-767-3453)

www.state.oh.us/sos

e-mail: busserv@sos.state.oh.us

Expedite this Form: (Select One)	
Mail Form to one of the Following:	
☐ Yes	PO Box 1390 Columbus, OH 43216
*** Requires an additional fee of \$100 ***	
☒ No	PO Box 670 Columbus, OH 43216

INITIAL ARTICLES OF INCORPORATION

(For Domestic Profit or Non-Profit)

Filing Fee \$125.00

THE UNDERSIGNED HEREBY STATES THE FOLLOWING:

(CHECK ONLY ONE (1) BOX)

(1) ☐ Articles of Incorporation Profit (113-ARF) ORC 1701	(2) ☒ Articles of Incorporation Non-Profit (114-ARN) ORC 1702	(3) ☐ Articles of Incorporation Professional (170-ARP) Profession _____ ORC 1785
--	---	---

Complete the general information in this section for the box checked above.

FIRST: Name of Corporation Old Saybrook Homeowners Association, Inc.

SECOND: Location Columbiana Mahoning
(City) (County)Effective Date (Optional) _____ Date specified can be no more than 90 days after date of filing. If a date is specified, the date must be a date on or after the date of filing.
(mm/dd/yyyy)☐ Check here if additional provisions are attached

Complete the information in this section if box (2) or (3) is checked. Completing this section is optional if box (1) is checked.

THIRD: Purpose for which corporation is formed

Act as Homeowner's Association for housing development.

Complete the information in this section if box (1) or (3) is checked.

FOURTH: The number of shares which the corporation is authorized to have outstanding (Please state if shares are common or preferred and their par value if any)

(Refer to instructions if needed) _____
(No. of Shares) (Type) (Par Value)

Completing the information in this section is optional

FIFTH: The following are the names and addresses of the individuals who are to serve as Initial Directors.

Robert P. Struharik, Jr.

(Name)

11624 South Avenue Ext.

(Street)

NOTE: P.O. Box Addresses are NOT acceptable.

North Lima

Ohio

44452

(City)

(State)

(Zip Code)

Patricia A. Struharik

(Name)

11624 South Avenue Ext.

(Street)

NOTE: P.O. Box Addresses are NOT acceptable.

North Lima

Ohio

44452

(City)

(State)

(Zip Code)

Paul A. Struharik

(Name)

11624 South Avenue Ext.

(Street)

NOTE: P.O. Box Addresses are NOT acceptable.

North Lima

Ohio

44452

(City)

(State)

(Zip Code)

REQUIRED

Must be authenticated
(signed) by an authorized
representative

(See Instructions)

Richard J. Mastriana

Authorized Representative
Richard J. Mastriana, Esq.

(print name)

3/24/05

Date

Authorized Representative

(print name)

Date

Authorized Representative

(print name)

Date

Complete the information in this section if box (1) (2) or (3) is checked.

ORIGINAL APPOINTMENT OF STATUTORY AGENT

The undersigned, being at least a majority of the incorporators of Old Saybrook Homeowners Association, Inc. hereby appoint the following to be statutory agent upon whom any process, notice or demand required or permitted by statute to be served upon the corporation may be served. The complete address of the agent is

Patricia A. Struharik
 (Name)
11624 South Avenue Ext.
 (Street) NOTE: P.O. Box Addresses are NOT acceptable.
North Lima , Ohio 44452
 (City) (Zip Code)

Must be authenticated by an authorized representative

Richard J. Mastriana
Authorized Representative

Richard J. Mastriana

Authorized Representative

Authorized Representative

3/24/05
Date

Date

Date

ACCEPTANCE OF APPOINTMENT

The Undersigned, Patricia A. Struharik , named herein as the Statutory agent for, Old Saybrook Homeowners Association, Inc. hereby acknowledges and accepts the appointment of statutory agent for said entity.

Signature: *Patricia A. Struharik*
(Statutory Agent)

**FIRST SUPPLEMENT TO THE MASTER DECLARATION
OF
COVENANTS, EASEMENTS AND RESTRICTIONS
FOR
OLD SAYBROOK HOMEOWNERS ASSOCIATION, INC.**

Filed for Record in Mahoning County, Ohio

This Instrument Prepared By:

Daniel J. Mumaw
Attorney at Law
7178 West Boulevard
Youngstown, Ohio 44512

200800001802
Filed for Record in
MAHONING COUNTY, OHIO
NORALYNN PALERMO
01-22-2008 At 01:39 pm.
AM CONDO 48.00
OR Book 5737 Page 2604 - 2607

**FIRST SUPPLEMENT TO THE MASTER DECLARATION
OF
COVENANTS, EASEMENTS AND RESTRICTIONS
FOR
OLD SAYBROOK HOMEOWNERS ASSOCIATION, INC.**

THIS FIRST SUPPLEMENT ("First Supplement") TO THE MASTER DECLARATION OF COVENANTS, EASEMENTS AND RESTRICTIONS FOR OLD SAYBROOK HOMEOWNERS ASSOCIATION, INC., ("Master Declaration"), is made this 22 day of January, 2008, by MASTER PLAN BUILDERS, INC., ("Declarant") an Ohio Corporation.

WITNESSETH:

WHEREAS, Declarant executed the Master Declaration on December 21, 2005, and the Master Declaration was filed with the Mahoning County, Ohio, Recorder's Office on December 22, 2005, Mahoning County Records in ORV 5585, Page 2327; and

WHEREAS, the legal description of the real property for Phase I was filed as Exhibit "A" to the Master Declaration; and

WHEREAS, Declarant reserved the right, pursuant to Article I, Section 3 of the Master Declaration, to add additional lands to the real property described in the Master Declaration and thereby intends to add additional lands to the real property described in the Master Declaration and subject such lands to the Master Declaration, and the parties hereto desire to cause the Master Declaration to be supplemented by this First Supplement in the manner hereinafter set forth; and

WHEREAS, Declarant further reserves the right, pursuant to the Master Declaration in Article I, Section 4, to amend square footage for single family residences, condominium units, as well as other matters set forth therein for the different Phases as set forth in Article XVI, Section 3, and to the extent necessary or desired to amend set back requirements and fencing, as well as other matters set forth therein, and the parties hereto desire to cause the additional amendments to the Master Declaration by this First Supplement in the manner hereinafter set forth; and

WHEREAS, Declarant is the owner of real estate ("Additional Old Saybrook") located in the City of Columbiana and described as follows:

Situating in the City of Columbiana, County of Mahoning, and State of Ohio, and known as being **Lot Numbers 14, 15, 16, 17, 18, 19, 20, 26, 27, 28, 29, 30 and 31** in a Replat of Lot No. 14, Old Saybrook Plat No. 1, as recorded in Volume 116 of Plats, Page 125, Mahoning County Records,

which is for Phase 2; and

WHEREAS, it is the desire and intention of the Declarant to submit the Additional Old Saybrook Property to the terms and conditions of the Master Declaration recorded in ORV 5585,

Page 2327, together with the buildings, structures, improvements and fixtures of whatsoever kind thereon or to be built thereon, and all rights and privileges belonging or in anyway pertaining thereto.

NOW, THEREFORE, in consideration of the mutual covenants hereinafter set forth and for valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties hereto agree as follows:

1. Declarant hereby declares by this First Supplement that the following Additional Old Saybrook Property, comprising of real property which is described as follows:

Situated in the City of Columbiana, County of Mahoning, and State of Ohio, and known as being **Lot Numbers 14, 15, 16, 17, 18, 19, 20, 26, 27, 28, 29, 30 and 31** in a Replat of Lot No. 14, Old Saybrook Plat No. 1, as recorded in Volume 116 of Plats, Page 125, Mahoning County Records,

is and shall be, upon the filing of said First Supplement to the Master Declaration with the Mahoning County Recorder's Office, added to the real property described in the Master Declaration together with the additional provisions that may be amended and is and shall be held, transferred, sold, conveyed and occupied subject to the covenants, restrictions, easements, charges, liens and all other terms and provisions set forth in the Master Declaration, which is by this reference fully incorporated herein and made a part hereof as though fully re-written in its entirety.

2. The definition of the "Area of Master Maintenance Responsibility" as defined in the Master Declaration in Article II, Section 2 (a) shall be amended to include the following:

(vi) any and all landscaping easements located within and/or as shown on Replat of Lot No. 14, Old Saybrook Plat No. 1, as recorded in Volume 116 of Plats, Page 125, Mahoning County Records, (vii) that area commonly known as the devil strip and the sidewalks abutting Radcliffe Pass, such area extends from the curb of Radcliffe Pass to the outer edge of the sidewalk, but including the sidewalk area.

3. The definition of the "Common Area" and "Common Element" as defined in the Master Declaration in Article II, Section 2 (g) shall be amended to include the following:

(vii) any and all landscaping easements located within and/or as shown on Replat of Lot No. 14, Old Saybrook Plat No. 1, as recorded in Volume 116 of Plats, Page 125, Mahoning County Records, (viii) that area commonly known as the devil strip and the sidewalks abutting Radcliffe Pass, such area extends from the curb of Radcliffe Pass to the outer edge of the sidewalk, but including the sidewalk area.

Executed by the parties hereto and caused this First Supplement to the Master Declaration to be executed on their behalf by their duly authorized officers on the day and year first above written.

EXECUTED this 22 day of January, 2008, by the undersigned Declarant, MASTER PLAN BUILDERS, INC., an Ohio Corporation.

Master Plan Builders, Inc.

By: ROBERT P. STRUHARIK, JR., President

STATE OF OHIO

} SS:

MAHONING COUNTY

BEFORE ME, a Notary Public in and for said County and State, personally appeared the above named MASTER PLAN BUILDERS, INC., by ROBERT P. STRUHARIK, JR. its President, who acknowledged that he did execute the above instrument and acknowledged that he did sign it, and that such signing was his free action and deed, and in the capacity indicated by his signature and designation.

IN TESTIMONY WHEREOF, I have hereunto subscribed my name and affixed my official seal at Youngstown, Ohio, this 22 day of January, 2008.



NANCY R. MUMAW
Notary Public - State of Ohio
My Commission Expires Nov. 10, 2009

Nancy R. Mumaw
NOTARY PUBLIC

The Old Saybrook Homeowners Association, Inc., joins in the execution of this First Supplement to the Master Declaration to express its consent and approval of the terms and provisions hereof, this 22 day of January, 2008.

Old Saybrook Homeowners Association, Inc.

By: ROBERT P. STRUHARIK, JR., President

STATE OF OHIO

} SS:

MAHONING COUNTY

BEFORE ME, a Notary Public in and for said County and State, personally appeared the above named Old Saybrook Homeowners Association, Inc., by Robert P. Struharik, Jr., its President, who acknowledged that he did execute the above instrument and acknowledged that he did sign it, and that such signing was his free action and deed, and in the capacity indicated by his signature and designation.

IN TESTIMONY WHEREOF, I have hereunto subscribed my name and affixed my official seal at Youngstown, Ohio, this 22 day of January, 2008.



NANCY R. MUMAW
Notary Public - State of Ohio
My Commission Expires Nov. 10, 2009

Nancy R. Mumaw
NOTARY PUBLIC

201000029988
Filed for Record in
MAHONING COUNTY, OHIO
NORALYNN PALERMO, RECORDER
12-30-2010 At 01:34 pm.
AM DEC RES 56.00
OR Book 5888 Page 2183 - 2187

**SECOND SUPPLEMENT TO THE MASTER DECLARATION
OF
COVENANTS, EASEMENTS AND RESTRICTIONS
FOR
OLD SAYBROOK HOMEOWNERS ASSOCIATION, INC.**

Filed for Record in Mahoning County, Ohio

This Instrument Prepared By:

Daniel J. Mumaw
Attorney at Law
7178 West Boulevard
Youngstown, Ohio 44512

**SECOND SUPPLEMENT TO THE MASTER DECLARATION
OF
COVENANTS, EASEMENTS AND RESTRICTIONS
FOR
OLD SAYBROOK HOMEOWNERS ASSOCIATION, INC.**

THIS SECOND SUPPLEMENT ("Second Supplement") TO THE MASTER DECLARATION OF COVENANTS, EASEMENTS AND RESTRICTIONS FOR OLD SAYBROOK HOMEOWNERS ASSOCIATION, INC., ("Master Declaration"), is made this 22 day of December, 2010, by MASTER PLAN BUILDERS, INC., ("Declarant") an Ohio Corporation.

WITNESSETH:

WHEREAS, Declarant executed the Master Declaration on December 21, 2005, and the Master Declaration was filed with the Mahoning County, Ohio, Recorder's Office on December 22, 2005, Mahoning County Records in ORV 5585, Page 2327; and

WHEREAS, Declarant executed the First Supplement to the Master Declaration on January 22, 2008, and the First Supplement to the Master Declaration was filed with the Mahoning County, Ohio, Recorder's Office on January 22, 2008, Mahoning County Records in ORV 5737, Page 2604;

WHEREAS, the legal description of the real property for the Master Declaration Phase I was filed as Exhibit "A" to the Master Declaration, and the legal description of the real property included in the First Supplement to the Master Declaration is included within the First Supplement to the Master Declaration; and

WHEREAS, Declarant reserved the right, pursuant to Article I, Section 3 of the Master Declaration, to add additional lands to the real property described in the Master Declaration and thereby intends to add additional lands to the real property described in the Master Declaration and subject such lands to the Master Declaration, and the parties hereto desire to cause the Master Declaration to be supplemented by this Second Supplement in the manner hereinafter set forth; and

WHEREAS, Declarant further reserves the right, pursuant to the Master Declaration in Article I, Section 4, to amend square footage for single family residences, condominium units, as well as other matters set forth therein for the different Phases as set forth in Article XVI, Section 3, and to the extent necessary or desired to amend set back requirements and fencing, as well as other matters set forth therein, and the parties

hereto desire to cause the additional amendments to the Master Declaration by this Second Supplement in the manner hereinafter set forth; and

WHEREAS, Declarant is the owner of real estate ("Additional Old Saybrook") located in the City of Columbiana and described as follows:

Situated in the City of Columbiana, County of Mahoning, and State of Ohio, and known as being **Lot Number 35** in a Replat of Lot No. 13, Old Saybrook Plat No. 1, as recorded in Volume 120 of Plats, Page 91, Mahoning County Records,

WHEREAS, it is the desire and intention of the Declarant to submit the Additional Old Saybrook Property to the terms and conditions of the Master Declaration recorded in ORV 5585, Page 2327, together with the buildings, structures, improvements and fixtures of whatsoever kind thereon or to be built thereon, and all rights and privileges belonging or in anyway pertaining thereto.

NOW, THEREFORE, in consideration of the mutual covenants hereinafter set forth and for valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties hereto agree as follows:

1. Declarant hereby declares by this Second Supplement that the following Additional Old Saybrook Property, comprising of real property which is described as follows:

Situated in the City of Columbiana, County of Mahoning, and State of Ohio, and known as being **Lot Number 35** in a Replat of Lot No. 13, Old Saybrook Plat No. 1, as recorded in Volume 120 of Plats, Page 91, Mahoning County Records,

is and shall be, upon the filing of said Second Supplement to the Master Declaration with the Mahoning County Recorder's Office, added to the real property described in the Master Declaration and the First Supplement to the Master Declaration, together with the additional provisions that may be amended and is and shall be held, transferred, sold, conveyed and occupied subject to the covenants, restrictions, easements, charges, liens and all other terms and provisions set forth in the Master Declaration, which is by this reference fully incorporated herein and made a part hereof as though fully re-written in its entirety.

2. The definition of the "Area of Master Maintenance Responsibility" as defined in the Master Declaration in Article II, Section 2 (a) shall be amended to include the following:

- (a) Common Element as defined in the Master Declaration and the First Supplement to the Master Declaration not located within a Building Envelope or a Condominium Development, together with any land which has not yet been designated as a Condominium Development, but which may eventually be located within a Condominium Development, and any recreational or other facilities thereon if not for exclusive use of a Condominium Development, (viii) that area commonly known as the devil strip and the sidewalks abutting any Boulevards, such area extends from the curb of the Boulevard to the outer edge of the sidewalk, but including the sidewalk area, regardless if this area is in a designated Condominium Development. (viv) any and all landscaping easements located within and/or as shown on Replat of Lot No. 13, Old Saybrook Plat No. 1, as recorded in Volume 120 of Plats, Page 91, Mahoning County Records.
3. The definition of the "Common Area" and "Common Element" as defined in the Master Declaration in Article II, Section 2 (g) shall be amended to include the following:

Common Element as defined in the Master Declaration and the First Supplement to the Master Declaration, all real property not located within a Building Envelope or condominium areas in designated Condominium Development(s), together with any land which has not yet been designated as a Condominium Development, but which may eventually be located within a Condominium Development, and any recreational or other facilities thereon if not used for the exclusive use of a Condominium Development, (viv) that area commonly known as the devil strip and the sidewalks abutting any Boulevards, such area extends from the curb of the Boulevard to the outer edge of the sidewalk, but including the sidewalk area, regardless if this area is in a designated Condominium Development. (ix) any and all landscaping easements located within and/or as shown on Replat of Lot No. 13, Old Saybrook Plat No. 1, as recorded in Volume 120 of Plats, Page 91, Mahoning County Records.

Executed by the parties hereto and caused this Second Supplement to the Master Declaration to be executed on their behalf by their duly authorized officers on the day and year first above written.

EXECUTED this 22 day of December, 2010, by the undersigned Declarant, MASTER PLAN BUILDERS, INC., an Ohio Corporation.

Master Plan Builders, Inc.


By: ROBERT P. STRUHARIK, JR., President

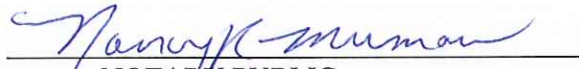
STATE OF OHIO, COUNTY OF MAHONING } ss:

BEFORE ME, a Notary Public in and for said County and State, personally appeared the above named MASTER PLAN BUILDERS, INC., by ROBERT P. STRUHARIK, JR. its President, who acknowledged that he did execute the above instrument and acknowledged that he did sign it, and that such signing was his free action and deed, and in the capacity indicated by his signature and designation.

IN TESTIMONY WHEREOF, I have hereunto subscribed my name and affixed my official seal at Youngstown, Ohio, this 22 day of December, 2010.

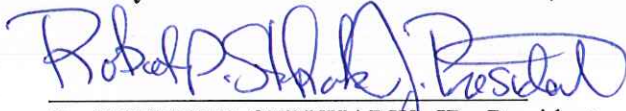


NANCY R. MUMAW
Notary Public - State of Ohio
My Commission Expires Nov. 10, 2014


NOTARY PUBLIC

The Old Saybrook Homeowners Association, Inc., joins in the execution of this Second Supplement to the Master Declaration to express its consent and approval of the terms and provisions hereof, this 22 day of December, 2010.

Old Saybrook Homeowners Association, Inc.


By: ROBERT P. STRUHARIK, JR., President

STATE OF OHIO, COUNTY OF MAHONING } ss:

BEFORE ME, a Notary Public in and for said County and State, personally appeared the above named Old Saybrook Homeowners Association, Inc., by Robert P. Struharik, Jr., its President, who acknowledged that he did execute the above instrument and acknowledged that he did sign it, and that such signing was his free action and deed, and in the capacity indicated by his signature and designation.

IN TESTIMONY WHEREOF, I have hereunto subscribed my name and affixed my official seal at Youngstown, Ohio, this 22 day of December, 2010.



NANCY R. MUMAW
Notary Public - State of Ohio
My Commission Expires Nov. 10, 2014


NOTARY PUBLIC