

DEED RESTRICTIONS
SHERBROOK, INC.

1. Said premises shall be used solely and exclusively for single family private residence purposes. No structure shall be erected, altered, placed or permitted to remain on any residential building plot other than a one story or one and one half story detached single family dwelling and an attached private garage for not more than three cars or less than two cars.

No buildings or structures or any additions thereto or any alterations thereof shall be erected, reconstructed, placed or suffered to remain upon said premises unless nor until the architect therefor, the size, location, type, roof, pitch, thereof, cost, materials of construction thereof, the color scheme therefor, the grading plan of the lot, including the grade elevations of said buildings and structures, the plot plan showing the proposed location of said buildings and structures upon said premises and the plans, specifications and details of said buildings and structures shall have been approved in writing by the Grantor, and a true copy of said plans, specifications and details shall be erected, reconstructed or suffered to remain upon said premises.

No dwelling house shall be erected or suffered to remain upon said premises in excess of one and one half stories in height and shall have a ground floor area of not less than 1400 square feet, excluding porches, breezeways and attached garages.

Said dwelling shall be erected or placed upon said premises not nearer than 100 feet from the front lot line and shall be located not less than 15 feet from each side lot line, provided, however, that if, in the opinion of the Grantor, by reason of the shape, dimension or topography of the premises herein conveyed or for any reason satisfactory to the Grantor, the enforcement of the foregoing provisions respecting the locations of said dwelling house would work a hardship, the Grantor may modify such provision so as to permit a different locations that will not, in its judgment, do material damage to any abutting or adjacent property.

2. No portion of the within described premises, nearer to any highway than the building lines established under the provisions of the next preceding paragraph shall be used for any purpose other than that of a lawn; nothing herein contained, however, shall be construed as preventing the use of such portion of said premises for walks and ornamental plants for the purpose of beautifying said premises, but no vegetables, so-called, nor the grains of the ordinary garden or field variety shall be grown upon such portion thereof, and no weeds, underbrush or other unsightly growths shall be permitted to grow or remain anywhere upon said premises after the construction of a dwelling thereon, and no unsightly objects in the opinion of the Grantor shall be allowed to be placed or suffered to remain anywhere thereon.
3. The premises hereby conveyed shall be used and occupied solely and exclusively by a single family, including their family servants, and not more than one dwelling house shall be erected or suffered to remain upon said premises.
4. The Grantor reserves a right to transfer or delegate all rights of approval reserved by the Grantor herein. All rights of approval reserved by the Grantor herein shall remain vested in the Grantor or its successors and assigns until specifically transferred by subsequent instrument.

DEED RESTRICTIONS (cont.)
SHERBROOK, INC.

5. No chickens, or other fowl or live stock of any kind except household pets shall be kept or harbored on the premises hereby conveyed.
6. No nuisance, and no gas or oil derrick and no advertising sign, billboard or other advertising device except as provided in Item 11 hereof, shall be erected, placed or suffered to remain upon said premises, nor shall the premises be used in any way or for any purpose which may endanger the health or unreasonably disturb the quiet of any holder of adjoining land. No spirituous, vinous or fermented liquors shall be manufactured, or sold, either at wholesale or retail upon said premises.
7. No heating apparatus in or for any building upon the premises hereby conveyed shall be operated with any but smoke-free fuel, unless such apparatus be equipped, operated and maintained with such devices as will prevent smoke.
8. No fence, or wall of any kind or for any purpose, shall be erected, placed or suffered to remain upon said premises, unless, nor until the written consent of the Grantor shall have been first obtained therefor.
9. Until such a time as public sanitary sewers are available to the subdivision, all dwellings shall be connected prior to occupancy to a septic tank installed under the supervision of the County of Cuyahoga or the State Department of Health and shall meet with written approval of the State or County Department of Health. The effluent from septic tanks shall not be permitted to discharge directly into any stream, storm, sewer, open ditch or drain, but shall be discharged into either a filter bed, jet aeration type tank or leeching field as the Grantor may determine. The area of the filter bed, jet aeration type tank or leeching field shall be equal to or exceed the area required by the Health Department of Cuyahoga County as in the opinion of the Grantor shall be required for any subplot. The Grantor shall approve of the type of sewage disposal system on each subplot prior to commencement of construction and the area of the proposed filter bed, jet aeration tank or leeching field. In addition thereto, the Grantor shall have the right during construction, to inspect the installation of the sewage disposal system including the filter bed or leeching field as the case may be, and the right to require any changes to conform to these restrictions.
10. Until public sanitary sewers are available for use by the residences located upon the lots in the Subdivision, no garbage disposal unit shall be placed or installed or used upon the premises of the type that will deposit the refuse therefrom in the septic tank located upon said premises.
11. No billboard or sign shall be erected or allowed to remain on said premises other than for use in advertising the sale or rent of the above premises or sublots.
12. No subplot in the Subdivision shall be subdivided without written approval of the Grantor.

DEED RESTRICTIONS (cont.)
SHERBROOK, INC.

13. The Grantor reserves and is hereby granted the exclusive right to grant consents and to petition the proper authorities for any and all street improvements, such as grading, seeding, tree planting, sidewalks, paving, sewer and water installation, whether it be on the surface or sub-surface, which in its opinion is necessary in the Subdivision, and the Grantee agrees to and does hereby consent to and affirm any agreements that may be entered into between the Grantor and any public authorities with respect to binding the Grantee and the premises hereby conveyed for the payment of the cost of said improvements, and the Grantee herein expressly agrees to pay his share of the cost chargeable to his property, and the Grantee hereby waives all notice with reference to said petitions and hereby consents to all other acts and things that may be necessary in the matter and hereby authorizes and agrees to affirm and ratify all such agreements and acts on the part of the Grantor in regard thereto.
14. The Grantor reserves also the right to grant consents to and to petition the Gas Companies and Electric Light Companies for the extension of their respective service mains, which in the opinion of the Grantor is necessary in the highways as now or hereafter established upon which the premises hereby conveyed shall front or abut, and the Grantee agrees to and does hereby consent to and affirm all agreements that may be entered into between the Grantor and the said Gas Companies and/or Electric Light Companies, with respect to binding the Grantee for the proportionate cost of said extensions as applied to said premises hereby conveyed.
15. The restrictions imposed by this instrument upon the use of the premises hereby conveyed shall not be held to prevent the use by the Grantor of adjoining or adjacent land not a part of these premises for such other purposes of in such other manner as it may desire, and such use of such other lands shall not be held as relieving the Grantee hereunder from the restrictions imposed upon the premises hereby conveyed.
16. The Grantor hereby reserves the right to enter upon any lot in the Subdivision which in its opinion has become unsightly, for the purpose of mowing, clearing or removing any unsightly weeds, brush or undergrowth that the Grantee may have allowed to exist; and to charge said Grantee for the entire cost of removing and clearing said lands of weeds, brush or undergrowth.
17. These covenants are to run with the land and shall be binding on all the parties and all persons claiming by, through or under the Grantor until January 1, 1990, at which time said covenants shall be automatically extended for successive periods of ten years unless by a vote of the majority of the then owners of the lots it is agreed to change the said covenants in whole or in part.
18. If the Grantee shall violate or attempt to violate any of the covenants herein, it shall be lawful for any other person or persons owning any real property situated in the Subdivision to prosecute any proceedings at law or in equity against the person or persons violating or attempting to violate any such covenant and either to prevent him from doing so or to recover damages or other dues for such violation.

RESTATEMENT AND AMENDMENT OF
CONDITIONS AND PROTECTIVE COVENANTS

WHEREAS, on or about September 12, 1989, there was filed at Volume 89-4832, Page 35-38 of the records of the Cuyahoga County Recorder a Quit Claim Deed from Franz X. Thuringer to Sherbrook, Inc. which transferred the right of enforcement of certain conditions and covenants upon lots within the Sherbrook Park Subdivision situated in the City of Solon, County of Cuyahoga and State of Ohio, and which are further described as follows:

And known as being Sublot Nos. 1 thru 39 inclusive in Sherbrook Park Subdivision No. 1 of part of Original Solon Township Lot Nos. 21, 27, and 28 Tract No. 1, as shown by the recorded plat in Volume 172 of Maps, Page 14 of Cuyahoga County Records, as appears by said Plat, except restrictions and reservations of record, zoning ordinances, easements, current taxes and assessments, both general and special, if any, be the same more or less, but subject to all legal highways.

Permanent Parcel Nos. 952-28-05 through 952-28-34
952-30-12 through 952-30-20

WHEREAS, said Agreement, by its terms, was binding on the owners of the lots in said Sherbrook Park Subdivision until January 1, 1990, at which time it would automatically extend for a successive period of ten (10) years unless, by agreement of a majority of the then recorded lot owners, it was agreed to change or terminate the said covenants and restrictions in whole or in part; and

WHEREAS, no action was taken by the owners of said lots in accordance with the conditions and protective covenants on or about January 1, 1990, and therefore as a result they were automatically renewed in their entirety until January 1, 2000; and

WHEREAS, it is the desire of a majority of the pertinent recorded lot owners of Sherbrook Park Subdivision to restate said conditions and covenants with the following amendments.

NOW, THEREFORE, in consideration of the foregoing, it is agreed by and among the parties hereto for the benefit of themselves and all subsequent lot owners of Sherbrook Park Subdivision to:

Restate and reaffirm the contents of the document filed for record with the Cuyahoga County Recorder at Volume 89-4832, Page 35-38 with the following amendments:

1. The conditions and protective covenants shall run with the land and shall be binding on all parties and all persons claiming an interest in the lots unless they are modified, amended, changed, cancelled, or added to in whole or in part on the last calendar day of each year by an instrument acknowledging the agreement for the same on behalf of a majority of lot owners.
2. Each lot owner shall be responsible for the payment of fees, annual and special assessments, and other related costs which shall be distributed equally among the lot owners. The foregoing shall be determined by a majority vote of the lot owners in person or by proxy at the annual meeting or special meeting at which a quorum is present, in accordance with the applicable bylaws, rules and regulations regarding the upkeep, maintenance, and improvement of the subdivision's facilities.

Sherbrook, Inc. is hereby authorized to enforce all covenants and conditions imposed upon the lot owners in any manner allowed by law, including but not limited to the collection of the payments of all fees and other assessments, in addition to legal interest, costs, court costs and attorney fees expended in pursuing the same.

Except for the foregoing, the conditions and protective covenants in Volume 89-4832, Page 35-38 of the records of the Cuyahoga County Recorder are incorporated herein in their entirety and shall remain in full force and effect.

The Recorder of Cuyahoga County is requested and directed to note the recording of this Restatement and Amendment of Conditions and Protective Covenants on the margin of the document recorded in Volume 89-4832, Page 35-38 of its records.

IN WITNESS WHEREOF, the President and Vice President of

CUYAHOGA COUNTY RECORDER
199912210707 PAGE 2 of 3

Sherbrook Inc. have signed this document below reflecting the required consent to its contents.

WITNESS:

Pamela Svendsen
PAMELA SVENDSEN
CHRISTOPHER HORN

SHERBROOK, INC.

BY: Phillip G. Kish
Phillip G. Kish, It's President

AND

BY: Fred Koneval
Fred Koneval, It's Vice President

DATED: December 6, 1999

STATE OF OHIO :
: SS
COUNTY OF CUYAHOGA:

BEFORE ME, a Notary Public in and for said County and State, personally appeared Phillip G. Kish and Fred Koneval, who acknowledged that they did sign the foregoing instrument, that the same is their free and voluntary act and deed, that they are the President and Vice President of Sherbrook Inc., and in that capacity have due authority to sign the foregoing, and that they are personally aware that a majority of the pertinent lot owners of record consent to this amendment as so indicated.

Christopher Horn
NOTARY PUBLIC
CHRISTOPHER HORN, Attorney at Law
Notary Public - State of Ohio
My commission expires on 12/31/01.
Section 149.02 B.C.

Prepared By:

Christopher Horn
Attorney at Law
33 River Street
Chagrin Falls, Ohio 44022
(440) 247-4550

**RESTATEMENT AND AMENDMENT OF
CONDITIONS AND PROTECTIVE COVENANTS**

WHEREAS, on or about January 3, 1986, there was filed at Volume 86-0019, Page 65-69 of the records of the Cuyahoga County Recorder a Quit Claim Deed from Franz X. Thuringer to Sherbrook, Inc. which transferred the right of enforcement of certain conditions and covenants upon lots within the Sherbrook Park Subdivision situated in the City of Solon, County of Cuyahoga and State of Ohio, and which are further described as follows:

Known as being Sublots Nos. 40 to 66 both inclusive, excepting therefrom Block "D" and Block "E" of said Subdivision in F. X. Thuringer's Sherbrook Park Subdivision No. 2 of part of Original Solon Township Lot Nos. 21 and 28, Tract No. 1, as shown by the recorded plat in Volume 181 of Maps, Page 77 of Cuyahoga County Records, as appears by said plat, except restrictions and reservations of record, zoning ordinances, easements, current taxes and assessments, both general and special, if any, be the same more or less, but subject to all legal highways.

Permanent Parcel Nos. 952-28-035-045 and 952-30-021,24,25 & 26
952-33-007 & 952-34-047-057

WHEREAS, said Agreement, by its terms, was binding on the owners of the lots in said Sherbrook Park Subdivision until January 1, 1990, at which time it would automatically extend for a successive period of ten (10) years unless, by agreement of a majority of the then recorded lot owners, it was agreed to change or terminate the said covenants and restrictions in whole or in part; and

WHEREAS, no action was taken by the owners of said lots in accordance with the conditions and protective covenants on or about January 1, 1990, and therefore as a result they were automatically renewed in their entirety until January 1, 2000; and

WHEREAS, it is the desire of a majority of the pertinent recorded lot owners of Sherbrook Park Subdivision to restate said conditions and covenants with the following amendments.

NOW, THEREFORE, in consideration of the foregoing, it is agreed by and among the parties hereto for the benefit of themselves and all subsequent lot owners of Sherbrook Park Subdivision to:

Restate and reaffirm the contents of the document filed for record with the Cuyahoga County Recorder at Volume 86-0019 at Pages 65-69 with the following amendments:

1. The conditions and protective covenants shall run with the land and shall be binding on all parties and all persons claiming an interest in the lots unless they are modified, amended, changed, cancelled, or added to in whole or in part on the last calendar day of each year by an instrument acknowledging the agreement for the same on behalf of a majority of lot owners.
2. Each lot owner shall be responsible for the payment of fees, annual and special assessments, and other related costs which shall be distributed equally among the lot owners. The foregoing shall be determined by a majority vote of the lot owners in person or by proxy at the annual meeting or special meeting at which a quorum is present, in accordance with the applicable bylaws, rules and regulations regarding the upkeep, maintenance, and improvement of the subdivision's facilities.

Sherbrook, Inc. is hereby authorized to enforce all covenants and conditions imposed upon the lot owners in any manner allowed by law, including but not limited to the collection of the payments of all fees and other assessments, in addition to legal interest, costs, court costs and attorney fees expended in pursuing the same.

Except for the foregoing, the conditions and protective covenants in Volume 86-0019, Pages 65-69 of the records of the Cuyahoga County Recorder are incorporated herein in their entirety and shall remain in full force and effect.

The Recorder of Cuyahoga County is requested and directed to note the recording of this Restatement and Amendment of Conditions and Protective Covenants on the margin of the document recorded in Volume 86-0019, Pages 65-69 of its records.

IN WITNESS WHEREOF, the President and Vice President of Sherbrook,

CUYAHOGA COUNTY RECORDER
199912210708 PAGE 2 of 3

Sherbrook Inc. have signed this document below reflecting the required consent to its contents.

WITNESS:

Patricia Sembler
PAMELA SVENDSEN
Christopher Horn
CHRISTOPHER HORN

SHERBROOK, INC.

BY: Phillip G. Kish
Philip G. Kish, It's President

AND

BY: Fred Koneval
Fred Koneval, It's Vice President

DATED: December 6, 1999

STATE OF OHIO :
: SS
COUNTY OF CUYAHOGA:

BEFORE ME, a Notary Public in and for said County and State, personally appeared Phillip G. Kish and Fred Koneval, who acknowledged that they did sign the foregoing instrument, that the same is their free and voluntary act and deed, that they are the President and Vice President of Sherbrook Inc., and in that capacity have due authority to sign the foregoing, and that they are personally aware that a majority of the pertinent lot owners of record consent to this amendment as so indicated.

[Signature]
NOTARY PUBLIC
CHRISTOPHER HORN, Attorney At Law
Notary Public, State of Ohio
My commission expires on expiration date.
Section 147.03 B.C.

Prepared By:

Christopher Horn
Attorney at Law
33 River Street
Chagrin Falls, Ohio 44022
(440) 247-4550

CUYAHOGA COUNTY RECORDER
19991221070 B, PAGE 3 of 3