

Longbrooke Homeowners' Association
P.O. Box 429
Berea, Ohio 44017
www.longbrooke.net

April 3, 2017

RE: Smith School Update

Dear Homeowner:

The purpose of this letter is to further update all Longbrooke homeowners on the use of Smith School by the City of Berea. At our Annual Meeting held March 5, 2017, the proposed lease was discussed at length as presented by Councilman Jim Maxwell and myself. At the meeting, while we did not have a quorum to facilitate a revision to the deed restrictions, a motion was made, seconded and passed unanimously by those present, that while the uses requested by the City appeared to be uses that supported the educational use of the building as permitted by our deed restrictions, there were 3 areas of the lease between the City of Berea and the Berea City School District that needed to be addressed: 1.) State the specific use of the building, 2.) a review period or for other uses, and 3.) the preparation and recording of a revision to the deed restrictions at no cost to Longbrooke.

After our annual meeting was held, I met with Mayor Kleem and Law Director Barbara Jones. The above issues were presented and discussed. First, the lease is for 3 years with the City holding an option for up to an additional 5 years. While the City has no other contemplated use of the building, the City believed that the contemplated uses are within the current deed restrictions as written. However, the City was willing to listen to our concerns and work to a resolution without the need to re-write the deed restriction or go to court.

I am able to report that the City listened and agreed to the following changes/revisions to their proposed lease with the Berea City School District:

1. To **REMOVE** the wording or phrases as to other "Business" uses and state for educational/civic use referencing the Ohio Revised Code where the stated uses are considered educational. The letter to Longbrooke dated December 14, 2016 is also a Memorandum to the lease. This letter states the **specific uses** for Smith School.
2. Any other proposed uses of the building will first **be reviewed** with the Longbrooke Officers and Trustees.
3. Additionally, the City will make available the use of the gym to the Longbrooke Homeowners' Association when requested at **no cost to the Longbrooke Homeowners**.

The revised lease was prepared by the City of Berea and reviewed by our legal counsel, Wargo and Wargo, CO., LPA. After review, with the deletion of business uses and now stated educational use, their legal opinion is that the proposed lease now appears to be an acceptable use of the property under our deed restrictions, without the need of recording additional revisions or the expense of court action. This solution was presented to all Longbrooke Officers and Trustees and was deemed an acceptable resolution and approved.

It is important to note that Longbrooke Homeowners' Association **IS NOT** a party to this lease between the City of Berea and the Berea City School District. This is the same in that the Association is not a party to any homeowner lease with a tenant, nor do we have a right for review. Mayor Kleem and Law Director Jones listened and were very sensitive to our requests and concerns. Our responsibility is to enforce the deed restrictions, which has been our intent as with any homeowner who was not in compliance with the deed restrictions.

We will continue to monitor both the use of the Smith School as well as our whole development as we have in the past to protect our perceived rights under our restrictions.

Sincere Regards,

Bob Colvin

President, on behalf of all Officers and Trustees of the Longbrooke Homeowners' Association