

**CARRIAGE  
HILL OF  
BRECKSVILLE  
CONDOMINIUMS**

**DECLARATION  
AND  
BY-LAWS**



839542

VOL. 15421 PG 637

CARRIAGE HILL CONDOMINIUM

AMENDED

DECLARATION OF CONDOMINIUM OWNERSHIP

This will certify that copies of this Declaration, together with exhibits attached thereto, were filed in the Office of the County Auditor, Cuyahoga County, Ohio.

1.14

6.17

Dated: 1-16-81  
CUYAHOGA COUNTY AUDITOR

*Dennis Sylvester*

This will certify that the drawings of Carriage Hill Condominium were separately filed at Plat Vol. \_\_\_\_\_, Page \_\_\_\_\_ of Plat Records of Cuyahoga County, Ohio.

*See Deed  
Vol 15459  
Pg 563*

Dated: \_\_\_\_\_  
CUYAHOGA COUNTY RECORDER

By: \_\_\_\_\_

THIS INSTRUMENT PREPARED BY:

SVETE, HOFSTETTER & BOND CO., L.P.A.  
Attorneys at Law  
100 Parker Court  
Chardon, OH 44024  
216/286-9571

RECORDER NOTE:  
FOR MAPS ACCOMPANYING THIS DECLARATION AND  
BY-LAWS SEE VOL. 42 PAGES 10 TO 129  
INCLUSIVE OF CONDOMINIUM MAP RECORDS.

CARRIAGE HILL CONDOMINIUM  
AMENDED DECLARATION OF CONDOMINIUM OWNERSHIP

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Declarant hereby has amended the Carriage Hill Declaration of Condominium Ownership, Bylaws and Drawings heretofore filed for record on August 14, 1980, and recorded in Volume 15277, Page 645 of the Cuyahoga County Records. All of the changes and additions are reflected in the Amended Declaration, Bylaws and Drawings.

It is intended by Declarant herein that the Amended Declaration of Condominium Ownership, Bylaws and Drawings shall fully and completely supersede the Declaration of Condominium Ownership, Bylaws and Drawings heretofore filed in Volume 15277, Page 645 of the Cuyahoga County Records.

AMENDED  
DECLARATION OF CONDOMINIUM OWNERSHIP  
FOR  
CARRIAGE HILL CONDOMINIUM

WHEREAS, Carriage Investment Co., an Ohio partnership, its successors and assigns, hereinafter referred to as "Grantor", is the owner in fee simple of the Property (hereinafter described); and

WHEREAS, it is the desire of Grantor to submit said Property, together with the improvements thereon constructed and hereinafter described, to the provisions of Chapter 5311 of the Ohio Revised Code, for condominium ownership;

NOW, THEREFORE, Grantor hereby declares;

ARTICLE 1.

Legal Descriptions and Definitions.

A. Legal Description. The legal description of the Property is as set forth in Exhibit "A" attached hereto;

B. Definitions. The terms used in this Article 1., Section B (except as herein otherwise expressly provided or unless the context otherwise requires) and in the Bylaws attached hereto and made a part hereof as Exhibit "B", for all purposes of the Declaration and of the Bylaws, and any amendments thereto, shall have the respective meanings stated in Chapter 5311 of the Ohio Revised Code, unless the context in which they are used requires otherwise.

(i) "Association" means the Carriage Hill Condominium Unit Owners Association, Inc., which is an Ohio corporation not for profit acting as an organization of all Unit Owners for administering the Condominium Property subject to this

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EXHIBITS

A	Legal Description
B	Bylaws
C	Drawings
D	Percentage Interest in Common Areas and Facilities

Declaration and Bylaws.

- (ii) "Board" means the Board of Managers of the Association as the same may be constituted from time to time.
- (iii) "Buildings" means the residential structures constructed on the Property.
- (iv) "Chapter 5311" or "Condominium Act" or "Act" means Chapter 5311 of the Ohio Revised Code, as the same may be amended or supplemented from time to time.
- (v) "Common Areas and Facilities" or "Common Elements" or "Common Areas" means all parts of the Condominium Property except the Units, including, without limitation, the land, all foundations, exterior and supporting walls and roofs of the Buildings, all structural and component parts of all interior walls, walls separating Units, doors, floors, and ceilings of the Buildings, portions of plumbing, electrical, heating, mechanical, and air conditioning systems servicing Common Areas or more than one Unit, all walkways, stoops, laundry rooms, incinerator rooms, laundry room lockers, carports, garages, courtyards, lampposts and lamps, swimming pool facilities, maintenance and pool house building, driveways, surface parking areas, and all lawns, landscaping, gardens, and recreational facilities now or hereafter situated in the Condominium Property, including any repairs and replacements thereof.
- (vi) "Common Expenses" means those expenses designated as Common Expenses in both Chapter 5311 and this Declaration and Bylaws, including, without limitations, the following:

(a) all sums lawfully assessed against the Unit Owners by the Association;

(b) expenses of the Association incurred in the administrations, maintenance, repair, and replacement of the Common Areas and Facilities;

(c) expenses determined from time to time to be Common Expenses by the Association.

(vii) "Condominium Property" or "Property" means the real estate described in Exhibit "A", and the buildings and all other improvements thereon, all easements, rights, and appurtenances thereto belonging, and all articles of personal property existing thereon for the common use of the Unit Owners.

(viii) "Declaration" means this instrument and all of the Exhibits hereto, as originally executed, or, if amended as hereinafter provided, as so amended.

(ix) "Drawings" means the drawings relating to the Condominium Property, which are identified as Exhibit "C" and are separately recorded among the Plat Records of the Cuyahoga County Recorder's Office.

(x) "Grantor" or "Developer" means Carriage Investment Co., an Ohio partnership.

(xi) "Limited Common Areas and Facilities" or "Limited Common Areas" means those parts of the Common Areas and Facilities reserved for the use of a certain Unit to the exclusion of all other Units and more specifically described in Article 6, Section E, hereof.

(xii) "Occupant" means the person or persons, natural



or artificial, in possession of a Unit.

(xiii) "Ownership Interest" means the fee simple title interest in a Unit and the undivided percentage interest in the Common Areas and Facilities appertaining thereto.

(xiv) "Rules" means such rules and regulations governing the operation and use of the Condominium Property or any portion thereof as may be adopted by the Association or the Board from time to time.

(xv) "Unit" means that part of the Condominium Property described in Article 5 hereof.

(xvi) "Unit Owner", "Unit Owners", "Owner", or "Owners", means any person or persons, natural or artificial, owning the fee simple estate in a Unit and an undivided percentage interest in the Common Areas and Facilities.

ARTICLE 2.

Establishment of Condominium and Division of Condominium Property. Grantor is the owner of the Property which, together with the other portions of the Condominium Property, is hereby submitted to the provisions of Chapter 5311.

ARTICLE 3.

Name. The Condominium Property shall be known as Carriage Hill Condominium.

ARTICLE 4.

General Description of Condominium Property. The Condominium Property consists of the Real Property and the Buildings and other improvements located on the 19.277 acres. The east side of the property is bounded by Brecksville Road and bisected by

Carriage Hill Drive, both of which are dedicated roads. Access to the individual units is either from Carriage Hill Drive or the drives and exterior parking areas, both of which are Common Areas.

The Condominium Property includes, without limitation, 26 Residential Buildings, 15 Buildings used as carports for automobile parking, and a swimming pool. The Residential Buildings are 2-story buildings and contain a total of 184 Units that are designated by individual Unit numbers. The square foot areas of each Unit and the number of rooms, bedrooms, and baths are shown in Exhibit D. The carports contain 144 parking spaces; carport building G-9 contains storage space for swimming pool equipment and other maintenance equipment. Residential Buildings 6990, 6980, 6955, 6995, 6970, 6960, 6950, and 6940, in addition to containing Residential Units, have 56 garage spaces. Buildings 6955, 6995, 6970, 6960, 6950, and 6940 use basements for garage spaces. Additional Common Area exterior parking for 95 automobiles is available in the areas adjoining the Residential Buildings and designated parking areas shown on Exhibit C (Drawings).

The 26 Residential Buildings have exterior walls of brick veneer, metal window sashes, asphalt shingle roofs, wood roof trusses, concrete slab floors; interior walls have wood studs with drywall sheeting, and wood doors and trim.

The carport buildings are of masonry construction, wood roof trusses, asphalt shingle roofs, concrete slab floors, and masonry and wood siding sidewalks. The location, layout, dimensions, and

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numerical designation of the Buildings, the Units contained therein, the Common Areas, and the Limited Common Areas are shown graphically on the Drawings. Every deed, lease, mortgage or other instrument may legally describe a Unit by its identifying symbol as shown on the Drawings, and every such description shall be deemed good and sufficient for all purposes as provided in the Condominium Act.

ARTICLE 5.

Description of Units. Each Unit shall constitute a single freehold estate and shall consist of all of the space of each of the one hundred eighty-four (184) Units bounded by the horizontal and vertical planes formed by the undecorated interior surfaces (whether plaster, dry wall, wood, concrete, or other materials) of the perimeter walls, windows, doors, floors, ceilings, roof, and entry level floor of such Unit; projected, if necessary, by reason of structural divisions such as interior walls, floors, ceilings, and other partitions, as may be necessary to form a complete enclosure of space with respect to such Unit (the exact layout and dimensions of each Unit being shown on the Drawings), and the separate furnace/blower unit and air conditioner which serves the Unit.

Except as a tenant in common with other owners, no owner shall own any pipes, wires, conduits, public utility lines, or structural components running through his Unit and serving more than his Unit, whether or not such items shall be located in the floors, ceilings, or perimeter or interior walls of the Units.

ARTICLE 6.

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Common Areas and Facilities.

A. Description. Except as otherwise provided in this Declaration, the Common Areas shall consist of all portions of the Property except the Units.

B. Ownership of Common Areas. Each owner shall own an undivided interest in the Common Areas as a tenant in common with all the other owners of the Property, and except as otherwise limited in this Declaration, shall have the right to use the Common Areas for all purposes incident to the use and occupancy of his Unit as a place of residence, and such other incidental uses permitted by this Declaration, which right shall be appurtenant to and run with his Unit. Grantor has determined each Unit's corresponding percentage of Ownership in the Common Areas in accordance with the Condominium Act and the same are set forth in Exhibit "D" attached hereto. The percentage interest is based upon the Declaration's determination of the "par value" of each Unit which is based on the market value, amenities, and characteristics of each Unit on the date the Declaration is filed for record.

The undivided percentage interest of the Unit Owners in the Common Areas and the fee title to the respective Units shall not be separated or separately conveyed, encumbered, inherited, or divided; and each undivided interest shall be deemed to be conveyed or encumbered with its respective Unit even though the description in the instrument of conveyance or encumbrance may refer only to the fee title to such Unit.

C. Partition. There shall be no partition of the Common Areas and Facilities through judicial proceedings or otherwise

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until this Declaration is terminated and the Condominium Property is withdrawn from its terms or from the terms of any statute applicable to condominium ownership; provided, however, that if any Unit shall be owned by two or more co-owners as tenants in common or as joint tenants, nothing herein contained shall be deemed to prohibit a voluntary or judicial partition of such Unit ownership as between such co-owners.

D. Use of Common Areas and Facilities. Each Unit Owner shall have the right to use the Common Areas and Facilities including recreational facilities and parking in accordance with the purposes for which they are intended and for all purposes incident to the use and occupancy of his Unit, and such rights shall be appurtenant to and run with his Unit; provided, however, that no person shall use the Common Areas and Facilities or any part thereof in such manner as to interfere with, restrict, or impede the use thereof by others entitled to the use thereof, or in any manner contrary to or not in accordance with: (i) this Declaration; (ii) the Bylaws; and (iii) the Rules of the Association.

E. Use of Limited Common Areas. Each Unit Owner is hereby granted an exclusive and irrevocable license to use and occupy the Limited Common Areas located within the bounds of his Unit or which serve only his Unit. The Limited Common Areas with respect to each Unit shall consist of

(i) all interior walls, doors, floors, and ceilings located within the bounds of such Unit, excluding the structural and component parts thereof;

(ii) all glass and screens within windows and doors within the perimeter walls of such Unit;

(iii) all ducts and plumbing, electrical and other fixtures, equipment and appurtenances, including heating and air conditioning systems and control devices, located within the bounds of such Unit, or which serve only such Unit;

(iv) all gas, electric, water, or other utility or service lines, pipes, wires, and conduits located within the bounds of such Unit and which serve only such Unit;

(v) balconies, patios, certain laundry room storage lockers marked with such Unit's number, certain carports marked with such Unit's number, along with the garage door serving said specific garage parking space, all of which are shown on the Drawings.

(vi) all other Common Areas and Facilities as may be located within the bounds of such Unit and which serve only such Unit.

F. Additional Limited Common Areas. The Board of Managers may from time to time designate additional Limited Common Areas for the exclusive use of certain Unit Owners, and may change, modify, or reassign said additional Limited Common Areas at their discretion. The Limited Common Areas set forth in Paragraph E of this Article 6 shall not be subject to such change, modification, or reassignment by the Board of Managers.

G. Exclusive Use Areas. Each Unit Owner is hereby granted an exclusive but revocable license to use and enjoy such Exclusive Use Areas ("Exclusive Use Areas") as the Association may

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designate and allocate to such Unit Owners; upon and subject to such terms and conditions (including the payment of a fee therefor to the Association) as the Association may determine. Without hereby limiting the generality of the foregoing, and by way of example, an Exclusive Use Area may be an exterior parking space. The Association may also hereafter designate specific, clearly defined parts of the Common Area for a particular use or uses which serve the general welfare of all or a number of the Unit Owners and are beneficial to the Condominium Property. All such part or parts and use thereof shall at all times be subject to such rules, regulations, terms and conditions as may be promulgated by the Association and shall at all times be subject to change and removal from the designation of Exclusive Use Areas by the Association.

ARTICLE 7.

Unit Owners Association.

A. Grantor shall forthwith cause to be formed an organization to be called "Carriage Hill Condominium Unit Owners Association, Inc.", an Ohio corporation not for profit, which shall administer the condominium property, subject to the provisions of the Declaration. Each Unit Owner, upon acquiring an Ownership Interest in a Unit within the Condominium Property as presently constituted, shall automatically become a member of the Association. Such membership shall terminate upon the sale or other disposition of his Ownership Interest, at which time the new owner of such Ownership Interest shall automatically become a member of the Association and shall be entitled to vote as set

forth in the Bylaws.

B. Administration of Condominium Property. The administration of the Condominium Property shall be in accordance with the provisions of this Declaration and the Bylaws. Each Unit Owner and Occupant shall comply with the provisions of this Declaration, the Bylaws, the Rules, and the decisions and resolutions of the Association or its representative, as lawfully amended from time to time, and failure to comply with any such provisions, decisions, or resolutions shall be grounds for an action for damages or for injunctive relief.

C. Service of Process. Service of summons or other process upon the Association may be made in accordance with the provisions of Section 5311.20 of the Act, or, if the same shall not be applicable, in accordance with the provisions of section 1702.06 of the Ohio Revised Code. Until the First Annual Meeting as provided in the Bylaws and until such time as any Statutory Agent is designated, service may be made upon John F. Brooks, at 5035 Mayfield Road, Mayfield Heights, Ohio 44124. When and after the Association is lawfully constituted, the Board shall designate a Statutory Agent who shall be a resident of Cuyahoga County. Such person shall receive service of process, and his name and address (and that of each successor) shall be filed with the Secretary of State of Ohio on such forms as are prescribed for the subsequent appointment of a Statutory Agent for an Ohio corporation not for profit.



ARTICLE 8.

Management, Repair, Alterations, and Improvements.

A. Except as otherwise provided herein, the management, repair, alteration, and improvement of the Common Areas shall be the responsibility of the Association. The Association may delegate all or any portion of its authority to discharge such responsibility to a manager or managing agent. Such delegation may be evidenced by a management contract which shall provided for reasonable compensation of said manager or managing agent to be paid out of the maintenance fund hereinafter provided. Grantor retains the right to select a managing agent for a one-year period which shall commence from the date of the recording of Declaration and Bylaws..

B. Maintenance of the Units and Limited Common Areas.

(1) By the Association. The Association, at its expense, shall be responsible for the maintenance, repair, and replacement of those portions of each Unit which contribute to the support of the building, excluding, however, interior walls, ceiling and floor surfaces. In addition, the Association shall maintain, repair, and replace all conduits, ducts, plumbing, wiring, and other facilities for the furnishing of utility services which may be located within the Unit boundaries as specified in Paragraph E of Article 6, exclusive of any portions of the foregoing which may be located at or extend from the wall outlets, into the Unit, or which may be the responsibility of an individual Owner under any other provision of this Declaration.

(2) By each Owner. The responsibility of each Owner shall be as follows:

(a) to maintain, repair, and replace at his expense all portions of his Unit, and all internal installations of such Unit such as appliances, heating, plumbing, electrical, and air conditioning fixtures or installations, and any portion of any other utility service facilities located within the Unit boundaries as specified in Paragraph E of Article 6.

(b) to maintain, repair, and replace at his expense such portions of the appurtenances to his Unit and of any Limited Common Area or exclusive use area licensed, granted, or otherwise assigned to such Owner, as the Association shall from time to time determine. Until such time as the Association determines to the contrary, each Owner shall be responsible for the repair, maintenance, and appearance of all attic areas directly above his Unit as shown in the Drawings, patios adjacent his Unit, the mailbox adjacent the exterior door of his Unit, the exterior stoop light next to the exterior door of his Unit, windows, screens, doors, entryways, and of all associated structures and fixtures therein, which are appurtenances to his Unit. The foregoing includes, without limitation, responsibility for all breakage, damage, malfunctions, and ordinary wear and tear of such appurtenances.

(3) No Contractual Liability of Association. Nothing herein contained, however, shall be construed so as to impose a contractual liability upon the Association for maintenance, repair, and replacement, but the Association's liability shall be limited

to damages resulting from negligence.

C. Construction Defects. The obligation of the Association and of Owners to repair, maintain, and replace the portions of the Property for which they are respectively responsible under Paragraphs A, B(1), and B(2) of this Article 8 shall not be limited, discharged, or postponed by reason of the fact that any maintenance, repair, or replacement may be necessary to cure any latent or patent defects in material or workmanship in the construction of the Property. The undertaking of repair, maintenance, or replacement by the Association or Owners shall not constitute a waiver of any rights against any warrantor, but such rights shall be specifically reserved.

D. Effect of Insurance or Construction Guarantees. Notwithstanding the fact that the Association and/or any Owner may be entitled to the benefit of any guarantee of material and workmanship furnished by any construction trade responsible for any construction defects, or to benefits under any policies of insurance providing coverage for loss or damage for which they are respectively responsible, the existence of construction guarantees or insurance coverage shall not excuse any delay by the Association or any Owner in performing his obligation hereunder.

E. Separate Mortgages of Units. Each Owner shall have the right to mortgage and/or encumber his own respective Unit together with his respective ownership interest in the Common Areas and Facilities. No Owner shall have the right or authority

to mortgage or otherwise encumber in any manner whatsoever the Condominium Property or any part thereof except his own Unit and his own respective ownership interest in the Common Areas and Facilities as aforesaid.

F. Separate Real Estate Taxes. Each Unit and its percentage interest in the Common Areas and Facilities shall be deemed to be a separate parcel for all purposes of taxation and assessment of real property, and no other Unit or other part of the Condominium Property shall be charged with the payment of such taxes and assessments; however, in the event that for any year such taxes are not separately taxed to each Owner, but are taxed on the Condominium Property as a whole, then each Owner shall pay his proportionate share thereof in accordance with his respective percentage of ownership interest in the Common Areas and Facilities.

G. Defects and Warranties. Solely and only to the extent such warranties are or may be required by the provisions of Section 5311.25(E) of the Ohio Revised Code and Chapter 1343 of the Codified Ordinances of the City of Brecksville, Declarant will furnish a two (2) year warranty covering the full cost of labor and materials for any repair or replacement of roof and structural components and mechanical, electrical, plumbing, and common service elements serving the Condominium Property as a whole, occasioned or necessitated by a defect in material or workmanship and a one (1) year warranty covering the full cost of labor and materials for any repair or replacement of structural, mechanical and other elements pertaining to each Unit occasioned

or necessitated by a defect in material or workmanship, provided, however, that both the one (1) year and two (2) year warranties shall be expanded pursuant to an expanded construction of Section 1343.05(a)(4)(A) of the Codified Ordinances of the City of Brecksville by any court or competent jurisdiction, commencing as follows:

(i) The two (2) year warranty shall commence on the date that the deed is filed for record following the sale of the first Condominium Ownership Interest to a purchaser in good faith for value;

(ii) The one (1) year warranty shall commence on the date the deed is filed for record following the first sale of a Condominium Ownership Interest to a purchaser in good faith for value.

(iii) In the case of ranges, refrigerators, washing machines, clothes dryers, hot water heaters and other similar appliances, if any, installed and furnished as part of the Unit by Declarant, the valid assignment, if permitted, of any express or implied warranties, if any, of the manufacturer satisfies the Declarant's obligation with respect to such appliances, and the Declarant's warranty is limited to the installation of the appliances;

(iv) All warranties made to the Declarant that exceed the time periods set forth hereinabove with respect to any part of the Units or Common Areas and Facilities shall be assigned to purchasers of Units, provided that such warranties are assignable.

None of the foregoing warranties shall cover repairs or

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replacements necessitated or occasioned by ordinary wear and tear or by the negligent or wanton acts of any Unit Owner or Occupancy or any tenant, guest or invitee of a Unit Owner or Occupant or occasioned or necessitated for any reason whatsoever except by defects in materials and workmanship.

All tenants have been or will be offered an option, exercisable within not less than ninety (90) days after notice, or not less than one hundred twenty (120) days in the event that a tenant is, to the best knowledge of the Declarant, over sixty (60) years of age, or who is deaf or blind, or who is unable to walk without assistance, to purchase a Condominium Ownership Interest in the Condominium Property, and all tenants have been or will be given written notice of not less than one hundred twenty (120) days prior to being required to vacate the premises they are leasing to facilitate the conversion of the Building to condominium use and ownership.

ARTICLE 9.

Common Expenses and Assessments.

A. General. Assessments for the maintenance, repair, alteration, improvement, and insurance of the Common Areas and Facilities (including any added or altered in and/or from the Limited Common Areas) shall be Common Expenses and, together with the payment of other Common Expenses, shall be made in the manner provided herein, and in the manner provided in the Bylaws.

B. Utilities. Each Owner shall pay for his own telephone, electricity, gas, and other utilities which are separately metered, billed, or charged to each user by the respective

utility company. Utilities which are not separately metered, billed, or charged shall be treated as part of the Common Expenses.

C. Division of Common Profits and Common Expenses. The Common Profits of the Condominium Property shall be distributed among, and the Common Expenses shall be assessed against, the Unit Owners by the Association according to the percentages of interest in the Common Areas and Facilities of their respective Units. Every Unit Owner shall pay his proportionate share of assessments for Common Expenses and any special assessments levied against him, and no Unit Owner shall exempt himself from liability for such assessments by waiver of the use or enjoyment of any of the Common Areas and Facilities or by the abandonment of his Unit.

D. Lien of Association. The Association shall have a lien upon each Unit Owner's Ownership Interest for the payment of all assessments levied by the Association against such Unit which remain unpaid for ten (10) days after the same have become due and payable, from the time a certificate therefor is filed with the County Recorder, pursuant to authorization given by the Board. Such certificate shall contain a description of the Unit, the name or names of the Unit Owner or Owners thereof, the amount of such unpaid portions of the assessments, and shall be subscribed by the President of the Association. Such lien shall remain valid for a period of five (5) years from the time of filing thereof, unless sooner released or satisfied in the same manner provided by law for the release and satisfaction of mortgages on real property, or discharged by the final judgment

or order of a court in an action brought to discharge all or any portion of such lien as hereinafter provided in Paragraph E of this Article 9. In addition, each Unit Owner shall be personally liable for all assessments levied by the Association against his Unit during the period he has an Ownership Interest therein, and any assessment not paid within ten (10) days after the same shall become due and payable shall bear interest from the date when due at the highest rate permissible on a per annum basis under the usury laws of the State of Ohio until such time as the same has been paid in full.

E. Priority of Association's Lien. The lien provided for in Paragraph D of this Article 9 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 which have been theretofore filed for record, and may be foreclosed in the same manner as a mortgage on real property in an action brought on behalf of the Association by the President thereof pursuant to authority given to him by the Board. In any such foreclosure action, the Unit Owner of the Unit affected shall be required to pay a reasonable rental for such Unit 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. In any such foreclosure action, the Association shall be entitled to become the purchaser at the foreclosure sale.

F. Dispute as to Common Expenses. Any Unit Owner who believes that the assessments levied by the Association against him or his Unit, for which a certificate of lien has been filed



by the Association, have been improperly determined may bring an action in the Court of Common Pleas in Cuyahoga County, Ohio, for the discharge of all or any portion of such lien.

G. Nonliability of Foreclosure Sale Purchaser for Past Due Common Expenses. Where the mortgagee of a first mortgage of record acquires an Ownership Interest in a Unit as a result of foreclosure of the first mortgage or of the acceptance of a deed in lieu of foreclosure, such mortgagee, its successors and assigns, shall not be liable for the assessments levied against or imposed upon such Unit which were levied against or imposed upon such Unit which were levied prior to the acquisition of an Ownership Interest in such Unit by such mortgagee, its successors and assigns. Any funds received on the judicial sale of the Unit in excess of the liens of the first mortgage lien, the court costs, and the real estate taxes shall, however, be paid over to the Association, to the extent of the unpaid assessments due to the Association. The Owner of Owners of a Unit prior to the judicial sale thereof shall be and remain personally and primarily liable, jointly and severally, for the assessments against the judicially sold Unit; but any part of the assessment remaining unpaid after the judicial sale shall be treated as a Common Expense and shall be assessed and levied against all of the Unit Owners, including the Owner of the Unit foreclosed, his successors or assigns, at the time of the first assessment next following the acquisition of title by such mortgagee, its successors or assigns.

H. Liability for Assessments Upon Voluntary Conveyance. In a voluntary conveyance of an Ownership Interest in a Unit, other than by deed in lieu of foreclosure, the grantee of the Ownership Interest shall be jointly and severally liable with the grantor for all unpaid assessments levied by the Association against such Unit prior to the time of the grant or conveyance, without prejudice to the grantee's right to recover from the grantor the amounts paid by the grantee therefor. However, any such prospective grantee shall upon written request be entitled to a statement from the 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 Unit conveyed be subject to a lien for, any unpaid assessments which became due prior to the date of the making of such request if the same are not set forth in such statement or if such statement is not furnished to the grantee within twenty (20) days from the request thereof. As used in this Paragraph, "grantor" shall include a decedent, and "grantee" shall include a devisee or intestate heir of said decedent.

ARTICLE 10.

Liens, Encumbrances, Licenses, Covenants, Restrictions, and Charges. The Property is hereby made subject to the following liens, encumbrances, licenses, covenants, restrictions, and charges:

(A) Any state of facts which an accurate survey and inspection of the Condominium Property and/or of any particular Unit would show;

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(B) Applicable zoning ordinances, land use regulations and restrictions of record, building codes, and other rules and regulations applicable to the Condominium Property or the use thereof and any amendments thereto which may be hereafter adopted;

(C) All of the terms, covenants and conditions of the Declaration, the Bylaws and the Drawings and of any amendments thereto which may be hereafter adopted;

(D) Easements for drainage and utilities existing or as shown in the Drawings. These easements include the usual easements for telephone, electric, sewer, storm sewers, drainage, gas lines, water pipes, wires, and service lines. Additional utility easements may be granted by the Developer or the Association and Developer shall have the right to assign and convey its easement rights reserved herein.

(E) Easements for ingress and egress. Each Unit Owner has a right of access to the Common Areas, subject to rules, regulations, and restrictions established by the Association;

(F) Easement for support. Each Unit Owner has the benefit of a restriction upon any action of a neighboring Unit Owner, or of the Association, with respect to the Common Areas, which would endanger the stability or safety of his Unit;

(G) Easement for Access to Units. Authorized representatives of the Association, including the Developer and the managing agent, if any, may enter any Unit to the extent necessary to correct conditions threatening other Units or the Common Areas, to make repairs to Common Areas which are accessible only

from the Unit, or to correct conditions which constitute violations of the Declaration, Bylaws, or Rules and Regulations of the Association. Notice must be given to the Unit Owner prior to entry except in emergencies when a Unit may be entered without notice. In the event of violation of the Declaration, Bylaws, or Rules and Regulations of the Association, the violation may be corrected without the consent of the Unit Owner, and the Unit Owner may be charged with the resulting expense;

(H) Charge for specific electric current. Any Unit in which is located an electrical switch or outlet which controls the flow of electric current to a fixture or appliance without said Unit, which current is metered through said Unit, is hereby charged with the cost of supplying any electric current to such fixture or appliance;

(I) Reference to Easements in Deeds. Failure to refer specifically to any or all of the easements and/or rights described in this Declaration in any deed of conveyance or in any mortgage or trust deed or other evidence of obligation shall not defeat or fail to reserve said rights or easements but same shall be deemed conveyed or encumbered along with the Unit;

(J) Easements in favor of the Owners of other Units to use the pipes, wires, conduits, public utility lines, and other elements of the Common Areas, including those located in the Unit itself or elsewhere on the Condominium Property and serving other Units, and easements of necessity in favor of the other Units or the elements of the Common Areas;

(K) Easements in favor of those Units having the exclusive

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use of certain Limited Common Areas, such as balconies, patios, outside vestibules, porches, numbered storage lockers, numbered carports, and numbered garage parking spaces shown in the Drawings;

(f.) Easements for the continuance of encroachments on the Unit, the Limited Common Areas, and on the Common Areas by other Units, or Limited Common Areas, or portions of the Common Areas, now existing by reason of the construction, settling or shifting of any building or improvements, or hereafter occurring by reason of the settling or shifting of any building or improvements, or by reason of repair or restoration of any building or other units, or Limited Common Areas, or Common Areas after damage by fire or other casualty, or after a taking by condemnation or eminent domain proceedings, or by reason of an alteration to the Common Areas made by the Board of Managers, so that any such encroachments may remain so long as any building or improvement stands;

(M) Real estate taxes and assessments, both general and special, which are a lien but not yet due and payable;

(N) Any other easements, conditions, limitations, or restrictions of record affecting the Condominium Property.

(O) If a Unit which is presently leased or occupied is not purchased by the present tenant or occupant thereof, title shall be conveyed subject to the rights of the present tenant or occupant under the existing lease, occupancy agreement, and applicable law;

(P) Leasing of Units other than by Grantor, is subject to the following restrictions:

- (i) No Unit may be leased for less than a one-year term other than Units owned by the Developer;
- (ii) No portion of a Unit (less than the entire Unit) may be leased for any period;
- (iii) All leases must be written and must provide that failure to comply with the Condominium Instruments and Rules and Regulations constitutes a default under the lease.

ARTICLE 11.

Covenants and Restrictions as to Use and Occupancy. The Units and Common Areas shall be occupied and used as required by this Declaration and Bylaws as follows:

- A. Purpose of Property. No part of the Property shall be used for other than housing and the common recreational purposes for which the Property was designed. Each Unit shall be used as a residence for a single family and for no other purpose.
- B. Obstructions of Common Areas. There shall be no obstruction of the Common Areas nor shall anything be stored in the Common Areas without the prior consent of the Association except as herein expressly provided. Each Owner shall be obligated to maintain and keep in good order and repair his own Unit.
- C. Hazardous uses and waste. Nothing shall be done or kept in any Unit or in the Common Areas which will increase the rate of insurance of the building, or contents thereof, applicable for residential use, without the prior written consent of the

Association. No Owner shall permit anything to be done or kept in his Unit or in the Common Areas which will result in the cancellation of insurance on the building, or contents thereof, or which would be in violation of any law. No waste will be committed in the Common Areas.

D. Exterior exposure of building. Owners shall not cause or permit anything to be hung or displayed on the outside of windows or placed on the outside walls of a building, and no sign, awning, canopy, shutter, radio or television antenna shall be affixed to or placed upon the exterior walls or roof or any part thereof, without the prior written consent of the Association.

E. Pets. Without the prior written consent of the Association, no animals, rabbits, livestock, fowl, or poultry of any kind shall be raised, bred, or kept in any Unit or in the Common Areas, except that dogs or cats may be kept in Units, subject to rules and regulations adopted by the Association, provided that they are not kept, bred, or maintained for any commercial purpose; and provided further that any such pet causing or creating a nuisance or unreasonable disturbance shall be permanently removed from the Property subject to these restrictions upon three (3) days' written notice from the Association.

F. Nuisances. No noxious or offensive activity shall be carried on in any Unit or in the Common Areas, nor shall anything be done therein, either willfully or negligently, which may be or become an annoyance or nuisance to the other Owners or Occupants.

G. Impairment of structural integrity of building. Nothing shall be done in any Unit or in, on, or to the Common Elements which will impair the structural integrity of the building or which would structurally change the buildings except as is otherwise provided herein.

H. Lounging or storage in Common Areas. Except in areas specifically designed and intended for such purpose, there shall be no playing, lounging, parking of baby carriages or playpens, bicycles, wagons, toys, vehicles, benches, or chairs on any part of the Common Areas.

I. Laundry or rubbish in Common Areas. No clothes, sheets, blankets, laundry of any kind, or other articles shall be hung out or exposed on any part of the Common Areas, except utility rooms. The Common Areas shall be kept free and clear of rubbish, debris, and other unsightly materials.

J. Prohibited activities and signs. No industry, business, trade, occupation, or profession of any kind, commercial, religious, education, or otherwise, designed for profit, altruism, exploration, or otherwise, shall be conducted, maintained, or permitted on any part of the Property, nor shall any "For Sale" or "For Rent" signs or other window displays or advertising be maintained or permitted by any Owner on any part of the Property or in any Unit therein, except in accordance with the rules and regulations therefor adopted by the Association. The right is reserved by Grantor or its agent, to place "For Sale" or "For Rent" signs on any unsold or unoccupied Units, and to place such other signs on the Property as may be required to facilitate the



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sale of unsold Units. In addition, the right is hereby given the Association or its representative to place "For Sale" or "For Lease" signs on any Unit or any Condominium Property for the purpose of facilitating the disposal of the Units by any Owner, mortgagee, or the Association.

K. Alterations of Common Areas. Nothing shall be altered, constructed in, or removed from the Common Areas, except upon the written consent of the Association.

L. Display of Model Units by Grantor. During the period in which sales of Units by Grantor are in process, but in no event for any period extending beyond forty-eight (48) months from the recording of this Declaration, Grantor may occupy or grant permission to any person or entity to occupy, with or without rental, as determined by Grantor one or more Units for business or promotional purposes, including clerical activities, sales offices, model Units for display, and the like; provided that the activities in the Units so occupied do not interfere with the quiet enjoyment of any other Owner or Occupant.

ARTICLE 12.

Insurance and Reconstruction. The insurance which shall be carried upon the Condominium Property shall be governed by the following provisions:

A. Authority to Purchase. All insurance policies upon the Condominium Property, except as hereinafter provided, shall be purchased by the Association for the benefit of the Unit Owners and their respective mortgagees as their interests may appear. All of said policies shall provide for:

(1) The issuance of certificates of insurance with mortgagee endorsements to the holders of first mortgages on the Units, if any.

(2) That the insurer waives its right of subrogation against Unit Owners, Occupants, and the Association.

(3) That the improvements to Units made by Unit Owners shall not affect the valuation for the purposes of such insurance of the buildings and all other improvements upon the land.

The Association agrees, for the benefit of the Unit Owners and each Unit Mortgagee, that it shall pay the premiums for the casualty insurance hereinafter required to be carried by the Association at least thirty (30) days prior to the expiration date of such policy. Such premiums shall be assessed as a Common Expense. Each policy shall further provide that coverage thereunder shall not be terminated for nonpayment of premiums without at least ten (10) days written notice to each Unit mortgagee. Within ten (10) days after an insurable casualty, all Unit mortgagees shall receive notice of such casualty if the estimated claim shall exceed Ten Thousand Dollars (\$10,000.00).

B. Unit Owners' Insurance. Each Unit Owner may obtain insurance at his own expense, affording coverage upon his personal property and for his personal liability as may be required by law, and may obtain casualty insurance at his own expense upon any improvements to his Unit made by him in which he would have an insurable interest in excess of his interest in the casualty insurance policy purchased by the Association. Each insurance policy, however, shall provide that it shall be without

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contribution as against the casualty insurance purchased by the Association, or shall be written by the carrier of such insurance for the Association and shall contain the same waiver of subrogation as that referred to in sub-paragraph A(2) of this Article 12.

C. Coverage. The Buildings and all other insurable improvements upon the Condominium Property, and all personal property as may be owned by the Association shall be insured in an amount equal to the maximum insurable replacement value thereof, excluding excavation and foundations, as determined annually by the insurance company affording such coverage. Such coverage may be with or without a deductible, with or without a co-insurance factor, and shall grant protection against the following:

(1) Loss or damage by fire and other hazards covered by the standard extended coverage endorsement including coverage for the payment of Common Expenses with respect to damaged Units during the period of reconstruction thereof.

(2) Such other risks as from time to time customarily shall be covered with respect to buildings similar in construction, location, and use as the buildings including, but not limited to, vandalism, wind storm, water damage, and malicious mischief. The policy providing such coverage shall provide that notwithstanding any provision thereof which gives the carrier an election to restore damage in lieu of making a cash settlement therefor, such option shall not be exercised in case of the termination of the Condominium as provided for in this Declaration or pursuant to

the provisions of Chapter 5311 of the Ohio Revised Code.

The Association shall further insure itself, any managing agent, the Unit Owners, and their respective families, agents, tenants, guests, and employees and all persons lawfully in possession or control of any part of the Condominium Property, against liability for personal injury, disease, illness, or death, and for injury to or destruction of property occurring upon, in, or about, or arising from or relating to the Common Areas and Facilities, including, without limitation, water damage, legal liability, hired automobile, non-owned automobile, and off-premises employee coverage, such insurance to afford protection to such limits as is deemed advisable and prudent by the Association, but not less than \$1,000,000.00 per occurrence for personal injury and/or property damage. Such insurance shall not insure against liability for personal injury or property damage arising out of or relating to the individual Units. All liability insurance shall contain cross-liability endorsements to cover liabilities of the Condominium Association and other Unit Owners to a Unit Owner.

E. Responsibility for Reconstruction or Repair.

(1) Unit Owner's. If the damage is only to those parts of one Unit for which the responsibility of maintenance and repairs is that of the Unit Owner, then the Unit Owner shall be responsible for reconstruction and repair after casualty.

(2) Association's. If any part of the Common Areas and Facilities shall be damaged by casualty, such damaged portion shall be promptly reconstructed or repaired as hereinafter

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provided, unless such damage renders one-half (1/2) or more of the Units untenable and the Unit Owners, by the vote of those entitled to exercise not less than seventy-five percent (75%) of the voting power of the Association, elect not to reconstruct or repair such damaged part, at a meeting which shall be called within ninety (90) days after the occurrence of the casualty, or if by such date the insurance loss has not been finally adjusted, then within thirty (30) days thereafter. Any such reconstruction or repair shall be substantially in accordance with the Drawings. Further, in all other instances except as set forth in subparagraph E(1) above, the responsibility of reconstruction and repair after casualty shall be that of the Association. In the event the aforementioned election is held and it is determined that the damage shall not be reconstructed or repaired, then all of the Condominium Property shall be subject to an action for sale as one entity. Said sale shall be negotiated and consummated by the Board with prior approval of seventy-five percent (75%) of the voting power of the Association. The net proceeds of the sale together with the net proceeds of insurance, if any, and any other indemnity arising because of such damage or destruction, shall be considered as one fund and shall be distributed to all Unit Owners in proportion to the respective percentages of interest in the Common Areas and Facilities. No Unit Owner, however, shall receive any portion of his share of such proceeds until all liens and encumbrances on his Unit have been paid, released, or discharged.

F. Procedure for Reconstruction or Repair.

(1) Estimates of Cost. Immediately after a casualty damage to any portion of the Condominium Property for which the Association has the responsibility of maintenance and repair, and except in emergency situations, the Association shall obtain firm contract bids from at least three (3) reliable contractors for the cost to place the damaged property in condition as good as that before the casualty. All bids may require the contractor to deposit with the Association a performance and completion bond in the full amount of the contract price which must be issued by a corporate surety company authorized to do business in the State of Ohio and satisfactory to the Association. In addition, the cost may be increased by the Association to include professional fees as the Board of Managers deems necessary.

(2) Special Assessments. If the proceeds of the insurance policies are not sufficient to defray the estimated cost of reconstruction and repair by the Association, including the aforesaid fees, one or more special assessments shall be made against all Unit Owners in sufficient amounts to provide funds for the payment of such costs.

(3) Insurance Adjustments. Each Unit Owner shall be deemed to have delegated to the Board of Managers his right to adjust with insurance companies all losses under policies purchased by the Association, except in any case where the damage is restricted to one Unit, subject to the rights of mortgagees of such Unit.

(4) Encroachments. Encroachments upon or in favor of a Unit Owner or a Unit which may be created as a result of any

reconstruction or repair shall not constitute a claim, basis of a proceeding, or action by a Unit Owner upon whose property such encroachment exists, provided that such reconstruction or repair was either substantially in accordance with the plans and specifications, or as the building was originally constructed. Such encroachment or encroachments shall be allowed to continue in existence for so long as the buildings and/or Units stand.

ARTICLE 13.

Sale of the Property. The Owners may, by affirmative vote of at least seventy-five percent (75%) of the total voting power of the Association, at a meeting of Unit Owners duly called for such purpose, elect to sell the Property. Such action shall be binding upon all Unit Owners, and it shall thereupon become the duty of every Unit Owner to execute and deliver such instruments and to perform all acts in manner and form as may be necessary to effect such sale, provided, however, that any Unit Owner who did not vote in favor of such action and who has filed written objection thereto with the Board within twenty (20) days after the date of the meeting at which such sale was approved, shall be entitled to receive from the proceeds of such sale an amount equivalent to the value of his interest, as determined by a fair appraisal, less the amount of any unpaid assessments or charges due and owing from such Unit Owner. In the absence of agreement on an appraiser, such Unit Owner and the Board may each select an appraiser, and the two so selected shall select a third, and the fair market value, as determined by a majority of the three so selected, shall control. If either party shall fail to select an

appraiser, then the one designated by the other party shall make the appraisal.

ARTICLE 14.

Remedies for Breach of Covenants.

A. Abatement and injunction. The violation of any restriction, condition, or regulation adopted by the Association, or the Board of Managers, the breach of any covenant or provision of this Declaration or the Bylaws, or any violation of the general law, shall give the Association the right, in addition to the rights set forth in the next succeeding section: (1) to enter any Unit in which, or as to which, such violation or breach exists and to summarily abate and remove, at the expense of the defaulting Owner, any structure, things, or condition that may exist therein or thereon contrary to the intent and meaning of the provisions hereof, and of the Bylaws, and Grantor, or its successors or assigns, or the Association, or its agents, shall not thereby be deemed guilty in any manner of trespass; or (2) to enjoin, abate, or remedy by appropriate legal proceedings, either at law or in equity, the continuance of any breach.

B. Involuntary Sale. The violation of any restriction, condition, or regulation adopted by the Association, or the Board of Managers, the breach of any covenant or provision of this Declaration or the Bylaws, or any violation of the general law, and such violation shall continue for ten (10) days after notice in writing from the Association, or shall occur repeatedly during any 10-day period after written notice or oral request to cure such violation from the Association, or Board of Managers, or



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member thereof, and the mortgagee, if any, has been served with written notice of such violation, then the Association shall have the power, by action of a majority of its Board of Managers, to issue to the defaulting Owner a ten-day notice in writing to terminate the rights of the said defaulting Owner to continue as an Owner and to continue to occupy, use or control his Unit, and thereupon an action in equity may be filed by the Association against the defaulting Owner for a decree of mandatory injunction against the Owner or Occupant, or, subject to the prior consent in writing of any mortgagee having a security interest in the Unit Ownership of the defaulting Owner, which consent shall not be unreasonably withheld. In the alternative, the action may pray for a decree declaring the termination of the defaulting Owner's right to occupy, use, or control the Unit owned by him on account of a breach of covenants, and ordering that all the right, title, and interest of the Owner in the Property shall be sold (subject to the lien of any existing mortgage) at a judicial sale upon such notice and terms as the court shall establish, except that the court shall enjoin and restrain the defaulting Owner from re-acquiring his interest at said judicial sale. The Association, however, may acquire said interest at such judicial sale. The proceeds of any such judicial sale shall first be paid to discharge court costs, master's or commissioner's fees, court reporter charges, reasonable attorneys' fees, and all other expenses of the proceeding, and all such items shall be taxed against the defaulting Owner in said decree. Any balance of proceeds, after satisfaction of such charges and any unpaid

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assessments hereunder or any liens, may be paid to the Owner. Upon the confirmation of such sale, the purchaser thereafter shall thereupon be entitled to a deed to the Unit Ownership and to immediate possession of the Unit sold, and may apply to the court for a writ of assistance for the purpose of acquiring such possession, and it shall be a condition of any such sale, and the decree shall so provide, that the purchaser shall take the interest in the Property sold subject to the Condominium Act, this Declaration, the Bylaws and/or rules of the Association, and the purchaser shall become a member of the Association in the place and stead of the defaulting owner.

ARTICLE 15.

Amendment of Declaration. Grantor hereby reserves an absolute right to amend or add to any part of this Declaration for a period of One Hundred Eighty (180) days from the filing hereof by an instrument in writing setting forth specifically the item or items to be amended and any new matter to be added. In addition, this Declaration may be amended at any time effective upon the filing for record with the County Recorder of an instrument in writing setting forth specifically the item or items to be amended and any new matter to be added, which instrument shall have been duly executed by the number of Unit Owners having such aggregate interest in the Common Areas and Facilities as may be required by Chapter 5311 of the Ohio Revised Code. All such amendments must be executed with the same formalities as this instrument and its attached exhibits as recorded, and must contain an affidavit by the President of the Association that a copy

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of the amendment has been mailed by certified mail to all Unit Owners and all mortgagees having bona fide liens of record against any Unit Ownership. No amendments shall have any effect, however, upon Grantor, the rights of Grantor under this Declaration, and upon the rights of bona fide mortgagees until the written consent of Grantor and/or such mortgagees to such amendment has been secured. Such consents shall be retained by the Secretary of the Association or the Grantor, as the case may be, and his certification in the instrument of amendment as to the consent or nonconsent of Grantor, and the names of the consenting and nonconsenting mortgagees of the various Units, may be relied upon by all persons for all purposes.

ARTICLE 16.

Condemnation.

A. Entire Taking. In the event all of the Common Areas and Facilities are taken by condemnation, the net proceeds of the award shall be paid to the Association and considered as one fund and shall be distributed to all Unit Owners and their respective mortgagees jointly and proportioned to each Unit Owner's respective percent of interest in the Common Areas and Facilities.

B. Partial Taking. In the event of a partial taking of the Common Areas and Facilities, this condominium shall automatically and of and by itself be amended so that the parcel of land taken by the condemning authorities is excluded from this Declaration. The share in the Common Areas and Facilities of the Condominium by remaining Unit Owners shall increase in proportion to their respective prior interest in the condominium. Each Unit Owner

shall be entitled to secure an award from the condemning authority for the taking of their respective units or residual damage to their respective unit and in this regard, payment shall be made directly to the Unit Owner and their respective mortgagee in the ordinary course under eminent domain procedures. All awards granted for the taking of Common Areas and Facilities, and/or damage to the residual of the Common Areas and Facilities, shall be paid to the Association and distributed to individual Unit Owners and their mortgagees jointly as determined by three reputable real estate appraisers (who shall be members of the Master Appraisers Institute or the Society of Real Estate Appraisers), two of whom shall be appointed by the Board and the third of whom shall be appointed by the first two appraisers. The appraisers shall render written instructions to the Board allocating the total awarded to the Units in such proportion as they, in their sole discretion, determine to be the damages caused to the Units. It is agreed that their determination shall be final and binding upon all Unit Owners and their respective mortgagees.

ARTICLE 17.

Miscellaneous Provisions.

A. Grantor Control of Association. The Grantor will relinquish control of the Board of Managers of the Condominium Association as follows:

(i) Not later than the time that condominium ownership interests to which twenty-five percent (25%) of the undivided interests in the Common Areas appertain have been sold and conveyed by the Developer, the Association shall meet and the Unit

Owners, other than the Developer, shall elect not less than twenty-five percent (25%) of the members of the Board of Managers.

(ii) Not later than the time that condominium ownership interests to which fifty percent (50%) of the undivided interests in the Common Areas appertain have been sold and conveyed by the Developer, the Association shall meet and the Unit Owners, other than the Developer, shall elect not less than thirty-three and one-third percent (33-1/3%) of the members of the Board of Managers.

(iii) Within thirty (30) days after the time that condominium ownership interests to which seventy-five percent (75%) of the undivided interests in the Common Areas appertain have been sold and conveyed by the Developer, the Association shall meet and elect all members of the Board of Managers. The persons so elected shall take office upon election.

B. Copies of Notice to Mortgage Lenders. Upon written request to the Board, the holder of any duly recorded mortgage or trust deed against any Unit Ownership shall be given a copy of any and all notices permitted or required by this Declaration to be given to the Owner or Owners whose Unit Ownership is subject to such mortgage or trust deed.

C. Service of Notice on Board and Service of Process. Notices required to be given to the Board of Managers or the Association may be delivered to any member of the Board of Managers, or officer of the Association, either personally or by mail addressed to such member or officer at his Unit. The

President of the Association shall be the person authorized to receive service of process for the Association, which service of process shall be served at his Unit.

D. Service of Notices to Devisees and Personal Representatives. Notices required to be given any devisee or personal representative of a deceased Owner may be delivered either personally or by mail to such party at his address appearing in the records of the court wherein the estate of such deceased Owner is being administered.

E. Covenants to Run with Land. Each grantee of the Grantor, by the acceptance of a deed of conveyance, or each purchaser under contract for such deed of conveyance, accepts the same subject to all restrictions, conditions, covenants, reservations, liens, charges, jurisdiction, rights, benefits, privileges, impositions, obligations, and powers created, reserved, declared, or imposed by the Condominium Act, this Declaration, and the Bylaws (each as amended from time to time), all of which shall be deemed and taken to be covenants running with the land, and shall bind any person having at any time any interest or estate in said land, and shall inure to the benefit of such Owner in like manner as through the provisions of the Condominium Act, this Declaration and the Bylaws (each as amended from time to time) were recited and stipulated at length in each and every deed of conveyance.

F. Non-Waiver of Covenants. No covenants, restrictions, conditions, obligations, or provisions contained in this Declaration and the Bylaws shall be deemed to have been abrogated or

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waived by reason of any failure to enforce the same, irrespective of the number of violations or breaches which may occur.

G. Waiver of Damages. Neither Grantor nor its representatives or designees shall be liable for any claim whatsoever arising out of or by reason of any actions performed pursuant to any authorities granted or delegated to it by or pursuant to the Condominium Act, this Declaration and the Bylaws, or in Grantor's (or its representative's or designee's) capacity as developer, contractor, owner, manager, or seller of the Property, whether or not such claim (1) shall be asserted by any Owner, Occupant, the Association, or by any person or entity claiming through any of them; or (2) shall be on account of injury to person or damage to or loss of property wherever located and however caused; or (3) shall arise ex contractu or (except in the case of gross negligence) ex delictu. Without limiting the generality of the foregoing, the foregoing enumeration includes all claims for, or arising by reason of, the Property or any part thereof being or becoming out of repair or containing any patent or latent defects, or by reason of any act or neglect of any Owner, Occupant, the Association, and their respective agents, employees, guests, and invitees, or by reason of any neighboring property or personal property located on or about the Property, or by reason of the failure to function or disrepair of any utility services (heat, air conditioning, electricity, water, gas, sewage, etc.)

H. Amendments to Declarations. Grantor hereby reserves an absolute right to amend or add to any part of this Declaration for a period of One Hundred Eighty (180) days from the filing

hereof by the filing for record with the County Recorder of an instrument in writing setting forth specifically the item or items to be amended and any new matter to be added. Except as provided in the immediately preceding sentence, the provisions of Article 5, Paragraphs A, B, C, D, and E of Article 6, Article 15, Article 16, and Paragraphs A, G, and H of Article 17 of this Declaration, may only be changed, modified, or rescinded by an instrument of writing setting forth such change, modification, or rescission, signed and acknowledged by the Association, all of the Owners, and all mortgagees having bona fide liens of record against any Unit Ownerships. Other provisions of this Declaration may be changed, modified, or rescinded by an instrument in writing setting forth such change, modification, or rescission, signed and acknowledged by the Association from the Owners having at least seventy-five percent (75%) of the total voting power. The change, modification, or rescission shall be effective upon the filing of such instrument in the office of the County Recorder, provided, however, that no provision in this Declaration may be changed, modified, or rescinded so as to conflict with the provisions of Ohio Revised Code Chapter 5311.

I. Severability. The invalidity of any covenants, restriction, condition, limitation or any other provision of this Declaration, or of any part of the same, shall not impair or affect in any manner the validity, enforceability or effect of the rest of this Declaration or the Bylaws.

J. Perpetuities and Restraints on Alienation. If any of the options, privileges, covenants, or rights created by this



Declaration or the Bylaws shall be unlawful or void for violation of (1) the rule against perpetuities or some analogous statutory provision, (2) the rule restricting restraints on alienation, or (3) any other statutory or common law rules 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 Edward M. Kennedy, United States Senator from the State of Massachusetts, and James Earl Carter, Jr., President of the United States.

K. Termination of Rights. In the event of and upon the removal of the Condominium Property from the provisions of the Condominium Act, all easements, covenants, and other rights, benefits, privileges, impositions, and obligations declared herein to run with the land and/or any Unit shall terminate and be of no further force or effect.

L. Ownership of Units by Grantor. So long as Grantor owns one or more of the Units established and described herein, Grantor shall be subject to the provisions of the Condominium Act, this Declaration, and the Bylaws. The Grantor shall be liable for the Common Expenses of all unsold Units and Grantor covenants to take no action which would adversely affect the right of the Association with respect to assurances against latent defects in the Condominium Property, or other right assigned to the Association by reason of the establishment of the Condominium.

M. Gender. The use of any gender herein shall be deemed to include all other genders. The use of either the singular or

plural shall be deemed to include the other, whenever the context so requires.


N. Duration. If any Ohio law should be deemed to limit the period during which covenants restricting lands to certain uses may run, it shall be the duty of the Board to cause the covenants contained herein, as amended from time to time, to be extended when necessary by filing in the Recorder's Office of Cuyahoga County a document bearing the signatures of a majority (or such lesser or greater number as may be permitted or required by law) of the then Unit Owners reaffirming and newly adopting this Declaration in order that the same may continue to bind and run with the land. Such adoption by a majority (or such lesser or greater numbers may be permitted or required by law) shall be binding on all, and each Unit Owner of any Unit, by acceptance of a deed therefor, is deemed to agree that this Declaration may be extended as provided in this subparagraph. This subparagraph is precautionary only. If the effect of Chapter 5311 of the Ohio Revised Code is to abrogate any law limiting the period during which covenants restricting lands to certain uses may run, then such document need not be filed. This subparagraph shall not be deemed to limit, in any respect, the covenants, restrictions, and declarations herein contained, it being the intention of Owner and all Unit Owners that all of the declarations, covenants, and restrictions herein contained shall continue until this Declaration and submission is terminated in the manner herein provided.



STATE OF OHIO )  
COUNTY OF Cuyahoga ) ss.

BEFORE ME, a Notary Public in and for said County and State,  
personally appeared the above-named CARRIAGE INVESTMENT CO., by  
Vincent T. Avers and Joseph T. Avers  
who acknowledged that they did sign the foregoing instrument and  
that the same is the free act and deed of the partnership, and of  
them as partners and as individuals.

IN TESTIMONY WHEREOF, I have hereunto set my hand and of-  
ficial seal at Cleveland, Ohio, this 8th day of  
January, 1981.

  
\_\_\_\_\_  
NOTARY PUBLIC  
BARBARA P. WEST, Notary Public  
For Cuyahoga County, Ohio  
My commission expires 12/12/1982

CONSENT OF MORTGAGEE

The undersigned, THE BROADVIEW SAVINGS & LOAN COMPANY, the mortgagee of the premises described in the foregoing Declaration of Condominium Ownership by virtue of a mortgage deed executed by CARRIAGE INVESTMENT CO., recorded in Volume \_\_\_\_\_, Page \_\_\_\_\_ of the mortgage records of the Recorder of Cuyahoga County, Ohio, hereby consents to the execution and delivery of the foregoing Amended Declaration of Condominium Ownership for CARRIAGE HILL CONDOMINIUM and to the filing thereof in the Office of the County Recorder of Cuyahoga County, Ohio, and further subjects and subordinates said mortgage deed to the foregoing Declaration of Condominium Ownership and to the provisions of Chapter 5311 of the Ohio Revised Code.

IN THE PRESENCE OF:

Wally J. Olyk  
W. L. C. ...

THE BROADVIEW SAVINGS & LOAN COMPANY

BY: [Signature]  
V.P. EREC, Vice President  
BY: [Signature]  
P. L. CSANK, Secretary

STATE OF OHIO )  
COUNTY OF Cuyahoga ) ss.

The foregoing instrument was acknowledged before me this 14<sup>th</sup> day of January, 1981, by the BROADVIEW SAVINGS & LOAN COMPANY, an Ohio Corporation, on behalf of said corporation.

[Signature]  
NOTARY PUBLIC

WILLIAM J. OCMINGTON, Attorney At Law  
Notary Public - State of Ohio  
My commission expires on \_\_\_\_\_ date,  
Section 14703 R. C.

EXHIBIT A

LEGAL DESCRIPTION

Situated in the City of Brecksville, County of Cuyahoga and State of Ohio and known as being part of Original Brecksville Lots Nos. 9 and 12.

Beginning at a point in the original centerline of Brecksville Road, said point being South 30° 49' 30" East, a distance of 240.48 feet from the intersection of the centerlines of Brecksville Road and Fitzwater Road;

thence South 30° 49' 30" East along the centerline of Brecksville Road, a distance of 223.67 feet to a angle point in said centerline;

thence continuing along said centerline South 26° 36' 30" East, a distance of 22.33 feet to a point;

thence South 70° 37' 19" West, a distance of 530.28 feet to a point;  
thence South 12° 21' 20" East, a distance of 230.48 feet to a point;  
thence South 65° 01' 13" West, a distance of 1,578.16 feet to a point;  
thence North 1° 30' 40" East, a distance of 588.00 feet to a point;  
thence North 44° 41' 07" East, a distance of 293.41 feet to a point;  
thence South 78° 29' 36" East, a distance of 31.07 feet to a point;  
thence South 45° 18' 53" East, a distance of 284.81 feet to a point;  
thence North 51° 41' 07" East, a distance of 565.81 feet to a point;  
thence North 10° 21' 56" West, a distance of 107.55 feet to a point;  
thence North 51° 41' 07" East, a distance of 78.64 feet to a point;  
thence North 10° 03' 29" West, a distance of 99.05 feet to a point;  
thence North 79° 56' 31" East, a distance of 305.11 feet to a point;  
thence South 10° 03' 29" East, a distance of 9.50 feet to a point;  
thence North 79° 56' 31" East, a distance of 108.18 feet to a point;  
thence North 10° 14' 59" West, a distance of 9.50 feet to a point;  
thence North 79° 56' 31" East, a distance of 56.46 feet to a point;  
thence South 31° 16' 32" East, a distance of 103.44 feet to a point;  
thence North 73° 34' 33" East, a distance of 330.32 feet to the point of

beginning, excluding portions of Carriage Hill Drive as shown on Dedication Plats recorded in Volume 185, Page 8 and 9 and Volume 194, Page 6 and portions of Brecksville Road as shown by the Widening Plat recorded in Volume 130, Page 32-34, of Cuyahoga County Map Records, be the same more or less, but subject to all legal highways.

Excepting however, the following described parcel to be retained by Carriage Investment Company.

Situated in the City of Brecksville, County of Cuyahoga and State of Ohio and known as being part of Original Brecksville Township Lot No. 12.

Beginning at a point in the curved westerly line of Carriage Hill Drive, 60.00 feet wide, as shown by the Plat of Dedication recorded in Volume 194, Page 6, of Cuyahoga County Map Records, said point being an arc distance of

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152.50 feet from the point of curvature on the Southeasterly line of Right-of-Way as shown by said Plat, and said arc having a radius of 130.00 feet and a chord which bears North 70° 31' 23" West a distance of 143.90 feet;

thence South 62° 28' 25" West, a distance of 419.11 feet to a point in the Westerly line of land conveyed to Carriage Hill of Brecksville by Deed recorded in Volume 14249, Page 781, of Cuyahoga County Deed Records;

thence North 1° 30' 40" East along said Westerly line, a distance of 159.08 feet to a point;

thence South 88° 29' 20" East, a distance of 162.92 feet to a point;

thence North 62° 28' 25" East, a distance of 201.63 feet to a point in said Westerly curved line of Carriage Hill Drive;

thence Southeasterly along said Westerly line by a curve to the right, an arc distance of 60.70 feet, said arc having a radius of 130.00 feet and a chord which bears South 23° 32' 33" East a distance of 60.15 feet to the point of beginning and containing 0.723 acres of land as described by Richard M. Kole, Registered Surveyor No. 6258.

Prior Deed References: Volume 14249, Page 781  
Volume 14442, Page 439  
Volume 14442, Page 441

Permanent Parcel Nos.: 601-20-10  
601-20-11  
601-20-12  
601-20-24

EXHIBIT "B"

BYLAWS OF CARRIAGE HILL CONDOMINIUM

UNIT OWNERS ASSOCIATION, INC.

Article I

Purpose

The within Bylaws are executed and attached to the Declaration of Condominium Ownership of Carriage Hill Condominium (the "Declaration") pursuant to Chapter 5311 of the Revised Code of Ohio. Their purpose is to provide for the establishment of a Unit Owners Association for the government of the condominium property in the manner provided by the Declaration and by these Bylaws and by Chapter 5311 of the Ohio Revised Code. All present or future unit owners or tenants or their employees or any other person who might use the property or facilities of the condominium property in any manner shall be subject to the covenants, provisions or regulations contained in the Declaration and to these Bylaws and shall be subject to any restriction, condition or regulation hereafter adopted by the Association. The mere acquisition or rental of any of the family units (hereinafter referred to as "units") located within the condominium property described in the Declaration, or the mere act of occupancy of any of the units will constitute acceptance and ratification of the Declaration and of these Bylaws. All definitions set forth in the Declaration or Chapter 5311 of the Ohio Revised Code shall be applicable to these Bylaws, unless the context in which they are used herein requires otherwise.

Article II

The Association

a. Form of Association. The Association shall be an Ohio corporation not for profit to be known as Carriage Hill Condominium Unit Owners Association, Inc., which Association shall act as the manager of the condominium property. The Association shall be responsible for management and for employment of personnel for the operation, maintenance, protection and servicing of the condominium. The Association may, through its Board of Managers, contract with a professional management organization for the purpose of managing and operating the Carriage Hill Condominium.

b. Membership. Each unit owner upon acquisition of fee simple title or a 99-year term leasehold estate to a unit shall automatically become a member of the Association. Such membership shall terminate upon the sale or other disposition by such



member of his unit ownership, at which time the new owner of his unit shall automatically become a member of the Association.

Article III

Voting

a. Representation. Each unit ownership shall be represented by one voting member. Such voting member may be the owner or the representatives of the owner or owners or of the group composed of all of the owners of a unit membership. Voting shall be on a percentage basis and the percentage of the vote to which each unit is entitled is the percentage of interest in the common area assigned to the family unit or units in the Declaration.

b. Majority. As used in these Bylaws, the term "majority of owners" shall mean those owners holding in excess of fifty percent of the voting power in accordance with the percentages assigned in the Declaration.

c. Quorum. The members who are entitled to exercise a majority of the voting power of the Association at any meeting, present in person or by proxy, shall constitute a quorum for such meeting, provided, however, that no action required by law, by the Declaration, or by these Bylaws to be authorized or taken by a designated percentage of the voting power of the Association may be authorized or taken by a lesser percentage; and provided further, that the members of the Association entitled to exercise a majority of the voting power represented at a meeting of members may adjourn such meeting, whether or not a quorum is present. If any meeting is so adjourned, notice of such adjournment need not be given if the time and place to which such meeting is adjourned or fixed is announced at such meeting.

d. Proxy Voting. Members may vote or act in person or by proxy. The person appointed as a proxy need not be a member of this Association. Designation by a member of a proxy to vote or act on his or their behalf shall be made in writing to the secretary of the Association and shall be revocable at any time by actual notice to the secretary of the Association by the member or members making such a 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.

Article IV

Meetings

a. Place. Meetings of the Association shall be held at the principal office of the condominium or at such other suitable

place convenient to the owners as may be designated by the Board of Managers.

b. Annual Meeting. The annual meeting of members of the Association for the election of members of the Board, the consideration of reports to be laid before such meeting, and the transaction of such other business as may properly be brought before such meeting shall be held at such place upon the condominium property or off the condominium property but within ten miles of the condominium property as may be designated by either the Board or the President and specified in the notice of such meeting, at 8 o'clock p.m., or at such other time as may be designated by the Board or the President and specified in the notice of the meeting. The first annual meeting of members of the Association shall be held as soon as reasonably feasible after whichever of the following events is first to occur: (1) 365 days have elapsed from the time the Declaration has been filed for record, or (2) Developer shall have consummated the sale of a sufficient number of Units to entitle the Unit Owners, other than Developer to exercise twenty-five percent (25%) of the voting power of the Association. The first annual meeting may be held prior to such time with the consent of Developer for the purpose of electing a full Board of five members, and shall be deemed to be the first annual meeting for the year in which the meeting was held, regardless of whether it was held before or after the second Wednesday of December of such year. Thereafter the annual meeting of the members of the Association shall be held on the second Wednesday of December of each succeeding year, if not a legal holiday, and if a legal holiday, then the next succeeding business day.

c. Special Meetings. Special meetings of the members of the Association may be held on any business day and called by the President of the Association or by the Board of Managers of the Association. The President shall call a meeting upon receipt of a petition signed by members entitled to exercise at least twenty-five percent (25%) of the voting power of the Association requesting that such a meeting be called.

d. Meeting Notices. Notices of meetings shall be mailed to each Unit Owner at the address listed for such Unit Owner on the books of the Unit Owners Association, or if no current address be so listed, at the address of such unit. Such notices shall be mailed or delivered at least seven days but not more than thirty days prior to the day of the meeting, and mailing may be by regular mail. Notice of the time, place and purposes of any meeting of members of the Association may be waived in writing, either before or after the holding of such meeting, by any members of the Association, which writing shall be filed with or entered upon the records of the meeting. The attendance of any member of the Association at any such meeting without protesting prior to or at the commencement of the meeting, the lack of

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proper notice shall be deemed to be a waiver by him of the notice of such meeting.

c. Order of Business. The order of business at all meetings of members of the Association shall be as follows:

1. Call meeting to order
2. Proof of notice of meeting or waiver of notice
3. Reading of minutes of preceding meeting
4. Reports of officers
5. Reports of committees
6. Election of inspectors of election
7. Election of managers
8. Unfinished or old business
9. New business
10. Adjournment

f. Actions Without a Meeting. All actions, except removal of a Board member, which may be taken at a meeting of the Association may be taken without a meeting with the approval of and in a writing or writings signed by members of the Association having the percentage of voting power required to take such action if the same were taken at a meeting; provided that not less than a majority of the voting membership, both in number and in percentage of voting power, sign the writing or writings. Such writings shall be filed with the secretary of the Association.

#### Article V

##### Board of Managers

a. Number of Members. Until the first annual meeting of members of the Association, the Board of Managers shall consist of three persons designated by Developer. None of such three persons need be Unit Owners or Occupants. At the time of the first annual meeting of members of the Association the three persons designated by Developer as Managers shall resign and thereafter the Board of Managers shall consist of five persons, except as otherwise provided. If at any time one bank, savings and loan association, insurance company, or other lending institution shall hold mortgages upon more than fifty percent (50%) of the Units, such lending institution may designate its representative who shall be a sixth member of the Board. Such representative need not be a Unit Owner or Occupant.

b. Election of Managers. At the first annual meeting of the members of the Association, three of the members of the Board of Managers shall be elected for a two-year term and two shall be elected for a one-year term. Thereafter, managers shall be elected for terms of two years or to complete unfinished terms. Three managers shall thus be elected in each odd numbered year

and two in each even numbered year. Only persons nominated as candidates shall be eligible for election as managers and the candidates receiving the greatest number of votes shall be elected, provided, however, that Developer will relinquish control of the Board of Managers of the Condominium Association as follows:

(1) Not later than the time that condominium ownership interests to which twenty-five percent (25%) of the undivided interests in the Common Areas appertain have been sold and conveyed by the Developer, the Association shall meet and the Unit Owners, other than the Developer, shall elect not less than twenty-five percent (25%) of the members of the Board of Managers.

(2) Not later than the time that condominium ownership interests to which fifty percent (50%) of the undivided interests appertain have been sold and conveyed by the Developer, the Association shall meet and the Unit Owners, other than the Developer, shall elect not less than thirty-three and one-third percent (33-1/3%) of the members of the Board of Managers.

(3) Within thirty (30) days after the sale of the condominium ownership interests to which seventy-five percent (75%) of the undivided interests in the Common Areas appertain have been sold and conveyed by the Developer, the Association shall meet and elect all members of the Board of Managers. The persons so elected shall take office upon election.

In the event of the occurrence of any vacancy or vacancies in the Board of Managers, however caused, the remaining managers, though less than a majority of the whole authorized number of managers, may, by the vote of a majority of their number, fill any such vacancy for the unexpired term; provided, however, that a vacancy in the position of a representative of a lending institution herein shall be filled by such lending institution. At any meeting of the Association any manager may be removed, effective immediately, on a vote of at least seventy-five percent (75%) of the total votes, without need for showing any reason or cause.

c. Resignation of Manager. Members of the Board of Managers shall serve without compensation. Any manager may resign at any time by oral or written statement delivered to the secretary of the Association. A resignation may be made effective immediately or at some later designated date, as specified within it.

d. Officers of Board. Immediately after each annual meeting of members of the Association, the newly elected managers and those whose terms have not expired shall hold an organizational meeting for the purpose of electing officers and transacting any other business. Notice of such meeting need not be given.

e. Regular Board Meetings. Regular meetings of the Board of Managers may be held at such times and places as shall be

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determined by a majority of the managers, but at least four such meetings shall be held during each fiscal year.

f. Special Meetings. Special meetings of the Board of Managers may be called by the president or the secretary or any two members of the Board of Managers. Written notice of the time and place of each such meeting shall be given to each manager either by personal delivery, mail, telegram, or telephone at least two days before the meeting, which notice need not specify the purposes of the meeting; provided, that attendance of any manager at such meeting without protesting the lack of proper notice prior to or at the commencement of the meeting, shall be deemed to be a waiver by him of notice of such meeting. Notice may be waived in writing either before or after the holding of any meeting by any manager, which writing shall be filed with or entered upon the records of the meeting. Unless otherwise indicated in the notice thereof, any business may be transacted at any organization, regular, or special meeting.

g. Board Quorum. A majority of the Board of Managers then in office shall constitute a quorum at any meeting duly held. A meeting may be adjourned or recessed when no quorum is present to a time and place announced at such meeting, and no further notice of the resumed meeting need be given. At each meeting of the Board of Managers at which a quorum is present, all questions and business shall be determined by a majority of those present, except as may be otherwise expressly provided in the Declaration or in these Bylaws.

h. Fidelity Bonds. The Board may require that fidelity bonds be obtained for all officers and employees of the Association handling or responsible for Association funds. Premiums on such bonds shall be paid by the Association and shall be a common expense.

#### Article VI

##### Officers

a. Authorized Officer. The principal officers of the Association shall be a president, a vice president, a secretary and a treasurer. The offices of secretary and treasurer may be filled by the same person.

b. Election of Officers. The officers of the Association shall be elected annually by the Board of Managers at the organization meeting of each new board. The Board of Managers may remove any officer at any time with or without cause by a vote of seventy-five percent (75%) of the managers then in office. Any vacancy in any office may be filled by the Board of Managers.

c. The President. The president shall be the chief executive officer of the Association. He shall preside at all meetings of members of the Association and shall preside at all meetings of the Board of Managers. Subject to directions of the Board of Managers the president shall have general executive supervision over the business and affairs of the Association. He may execute all authorized deeds, contracts, and other obligations of the Association and shall perform such other duties as may be determined by the Board of Managers or otherwise provided for in the Declaration or in these Bylaws.

d. The Vice President. The vice president shall perform the duties of the president whenever the president is unable to act and shall have such other authority and perform such other duties as may be determined by the Board of Managers.

e. The Secretary. The secretary shall keep the minutes of the meetings of the members of the Association and of the Board of Managers, shall give notice of meetings of Members of the Association and of the Board of Managers as required by law or by these Bylaws or otherwise, and shall have such authority and perform such other duties as may be determined by the Board of Managers.

f. The Treasurer. The treasurer shall receive and have in charge all monies, bills, notes, and similar property belonging to the Association, and shall be responsible for keeping full and accurate accounts of all receipts and disbursements and books belonging to the Association. He shall be responsible for the deposit of all monies and other valuable effects in the name of, and to the credit of, the Association in such depositories as may from time to time be designated by the Board of Managers.

g. Delegation of Powers. In the absence of any officer of the Association or his unavailability for any other reason, the Board of Managers may delegate powers or duties of such officer to any other officer or any member of the Board of Managers.

#### Article VII

##### Payment of Expenses

The Association for the benefit of all the Unit Owners, shall pay all Common Expenses arising with respect to, or in connection with the Condominium Property, including, without limitation, the following:

a. Utility Costs. Necessary utility services for the Common Areas and Facilities, excluding the Limited Common Areas, including water, sewer charges, waste removal, electricity, telephone,

heat, power and any other utility services. Upon determination by the Board that any Unit or Unit Owner is using excessive amounts of any utility service which is a Common Expense, the Association shall have the right to levy special assessments against such Unit or Unit Owner to reimburse the Association for the expense incurred as a result of such excessive use.

b. Casualty Insurance. A policy or policies of fire insurance, with extended coverage, and vandalism and malicious mischief endorsements, in amounts as approved by the Board of Managers annually, and in accordance with the requirements of the Declaration.

c. Liability Insurance. A policy or policies insuring the Association, the members of the board and the owners against any liability to the public or to the owners and other occupants, against any liability incident to the ownership and/or use of the common areas and facilities, and units, as provided in the Declaration, the limits of which policy shall be reviewed annually. The cost of workers' compensation insurance to the extent necessary to comply with any applicable laws.

d. Common Area Maintenance. The cost of landscaping, gardening, snow removal, painting, cleaning, tuck pointing, maintenance, decorating, repair, and replacements of the common areas and facilities and such furnishings and equipment for common areas and facilities as the Association shall determine are necessary and proper, and the Association shall have the exclusive right and duty to acquire the same for the common areas and facilities.

e. Miscellaneous Expenses. The cost of any other materials, supplies, furniture, labor, services, maintenance, repairs, structural alterations, insurance, or assessments which the Association is required to secure or pay for pursuant to the terms of the Declaration and these Bylaws or by law, or which in its opinion shall be necessary or proper for the maintenance and operation of the condominium property as a first class condominium project or for the enforcement of the Declaration and these Bylaws.

f. Necessary Repairs to Units. The cost of maintenance and repair of any Unit if such maintenance and repair is necessary, in the discretion of the Association, to protect the common areas and facilities or any other portion of the building, and the owner or owners of said unit have failed or refused to perform said maintenance or repair within a reasonable time after written notice of the necessity of said maintenance or repair delivered by the Association to said owner or owners. Where such cost is properly the obligation of the owner of the Unit, the Association shall levy a special assessment against such Unit Owner for the cost of such maintenance or repair.

g. Custodial Services. The cost of employing such custodian or custodians to perform such services to the common areas and facilities as shall be necessary or proper for the maintenance and operation of the Condominium Property as a first class condominium project.

Article VIII

Powers and Duties

Except as otherwise provided by law, the Declaration, or these Bylaws, all power and authority of the Association shall be exercised by the Board. In carrying out the purposes of the Condominium Property, and subject to the limitations prescribed by law, the Declaration, or these Bylaws, the Board, for and on behalf of the Association, may:

- a. Purchase or otherwise acquire, lease as lessee, hold, use, lease as lessor, sell, exchange, transfer, and dispose of property of any description or any interest therein;
- b. Make contracts;
- c. Effect insurance;
- d. Borrow money, and issue, sell, and pledge notes, bonds, and other evidences of indebtedness of the Association;
- e. Levy assessments against Unit Owners;
- f. Employ a managing agent to perform such duties and services as the Board may authorize;
- g. Employ lawyers, accountants, engineers and others to perform such legal, accounting, engineering, and other services as the Board may authorize;
- h. Employ custodians to perform such duties and services as the Board may authorize; and
- i. Do all things permitted by law and exercise all power and authority within the purposes stated in these Bylaws or the Declaration or incidental thereto.

Article IX

Association Finances

- a. Unit Owner's Obligation. It shall be the duty of every



Unit Owner to pay his proportionate share of the expenses of administration, maintenance and repair of the common areas and facilities and of the other expenses provided for herein. Such proportionate share shall be in the same ratio as the percentage of ownership in the common areas and facilities as set forth in the Declaration. Payment thereof shall be in such amounts and at such times as may be determined by the Owner prior to the first annual meeting of the Board of Managers and thereafter by the Board of Managers as hereinafter provided.

b. Estimated Budget. On or before December 1 of each year the Board of Managers shall estimate the total amount necessary to pay the common expenses which shall be required during the ensuing calendar year together with such reasonable amount as the Board may deem necessary as a reserve for contingencies and replacements, and shall on or before December 15 notify such owner in writing of the amount of such estimate with reasonable itemization thereof. The estimated amount shall be assessed to the unit owner according to his percentage of ownership in the common area and facilities as set forth in the Declaration. On or before January 1, and the first day of each month thereafter, each unit owner shall be obligated to pay to the Association one-twelfth of his share of the assessment so made, except that if some of the budgeted or properly authorized expenses are incurred and must be paid before such time as sufficient funds would be received by payment in this fashion, the managers may require that larger payments be included during the period of the year necessary to accumulate sufficient cash to pay the estimated expenses.

c. Additional Assessments. In the event that the said estimate proves inadequate for any reason including the nonpayment by any unit owner of this assessment, the Association may at any time prepare an adjusted estimate and levy an additional assessment which shall be assessed to unit owners in proportion to each unit owner's percentage of ownership in the common areas and facilities. The Association shall give written notice of any such additional assessment to all unit owners stating the amount thereof, the reasons therefor and the time when the same shall be effective, which shall be not less than ten days after the mailing of such notice, or the delivery thereof if hand-delivered to the premises. All unit owners shall be obligated to pay such additional assessment. Any amount accumulated in excess of the amount required for actual expenses and reserves shall be credited according to each owner's percentage in the common areas and facilities to the next monthly installments due from owners under the current year's estimate until exhausted, and any net shortage shall be added according to each owner's percentage of ownership in the common areas and facilities to the installments due in the succeeding six months after rendering of the accounting.

d. Contingency Reserve. The Association shall accumulate and maintain a reasonable reserve for contingencies and replacement. Extraordinary expenditures not originally included in the annual estimate shall be charged first against such reserve.

e. First Year Budget. Until the first annual meeting of members is held, Developer shall have exclusive right to fix and establish the estimate of common expenses and the monthly assessment charge to be levied by the Association until the first meeting, which monthly assessment may be increased or decreased at Developer's direction until the first annual meeting is held. The first Board of Managers elected at the first annual meeting shall determine the estimated cash requirement for the period commencing thirty days after said election and ending on December 31, of the calendar year in which said election occurs. Assessments shall be levied against the owners during the said period as hereinbefore provided.

f. Failure to Prepare Budget. The failure or delay of the Association to prepare or serve the annual or adjusted estimate on the owners shall not constitute a waiver or release in any manner of such owner's obligation to pay the maintenance costs and necessary reserves as herein provided, whenever the same shall be determined. In the absence of any annual estimate or adjusted estimate, the owners shall continue to pay the monthly assessment charge at the existing monthly rate established for the previous period until the monthly assessment charge which is due more than ten days after such new annual or adjusted estimate shall have been mailed or delivered.

g. Books and Records. The Association shall keep full and correct books of account and the same shall be open for inspection by any owner or any representative of any owner duly authorized in writing, at such reasonable time or times during normal business hours as may be requested by the owner. Upon ten days notice to the Board of Managers and payment of a reasonable fee, any unit owner shall be furnished a statement of his account setting forth the amount of any unpaid assessments or other charges then owing from such owner.

h. Annual Audit. The books of the Association shall be audited once a year by the Board of Managers, and such audit shall be completed prior to each annual meeting. If requested by two members of the Board of Managers or owners of ten or more units, such audit shall be made by a certified public accountant.

i. Remedies for Failure to Pay Assessments. If a unit owner is in default of the monthly payment of the aforesaid charges or assessments for thirty days, and arrangements for payment of all such delinquent assessments satisfactory to the Board of Managers has not been made in writing, the members of the Board of Managers shall authorize the filing of a Certificate of Lien with

the county recorder in accordance with Section 5311.18 of the Revised Code of Ohio. Thereafter, the Board of Managers may authorize and direct such legal action to foreclose the said lien for unpaid assessment, to assert same in any foreclosure action which may be filed, and to collect and recover said obligation as may be authorized by law. The rights set forth above shall be in addition to any other rights or remedies set forth in the Declaration, these Bylaws, in law or in equity. All remedies shall be non-exclusive.

Article X

General Provisions

a. Capital Additions, Alterations or Improvements. Except for (a) the maintenance, repair or replacement, or (b) an emergency as determined by a vote of all of the members of the Board of Managers, no capital additions, alterations or improvements costing in excess of Five Thousand Dollars (\$5,000.00) shall be authorized without the prior approval of the members of the Association entitled to exercise sixty-seven percent (67%) of the voting power of the Association. Such approval may be granted at a meeting of the Association or by written authorization. Whenever a capital improvement of addition or alteration has been authorized, the cost thereof shall be charged and paid as any other common expense.

b. Special Services. The Board may arrange for the provision of special services and facilities for the benefit of specific unit owners who may desire to pay for the same such as cleaning, repair, maintenance, or decorating of Units, or other special services. Fees for such special services and facilities shall be determined by the Board of Managers, and may be charged directly to the unit owners benefited who have agreed to pay them. Such fees shall be paid promptly in full in the same manner as a monthly assessment expense, and if not so paid, a special assessment shall be levied against such benefiting unit owner to reimburse the Association for the cost thereof.

c. Mortgagees of Units. Each unit owner shall keep the managers informed as to any mortgage which he may place upon his unit, or when such mortgage is paid off, or when it is refinanced so that the names of all mortgagees shall be known to and retained within the records of the Association. Each such mortgagee shall be entitled to such information as he is authorized to receive under the terms of his mortgage, or may be authorized by the unit owner whose mortgage he holds.

d. Amendment of Bylaws. These Bylaws may be amended in the same manner and at the same times as the Declaration is subject to amendment.

e. Right to Enter Units. The Association or its agents may enter any unit when necessary in connection with any maintenance or construction for which the Association is responsible. Such entry may be made with as little inconvenience to the owners as practicable. In the event of any emergency originating in or threatening any unit, or in the event of the owners absence from the unit at a time when required alterations or repairs are scheduled, the managing agent or his representatives, or any other person designated by the Board of Managers, may enter the unit immediately whether the owner is present or not.

f. Indemnification of Board Members and Officers. Each Board member and officer of the Association, and each former Board member and officer of the Association, shall be indemnified by the Association against the costs and expenses reasonably incurred by him in connection with the defense of any pending or threatened action, suit or proceeding, criminal or civil, of which he is or may be made a party by reason of his being or having been such Board member or officer of the Association (whether or not he is a Board member or officer at the time of incurring such costs and expenses), except with respect to matters as to which he shall be adjudged in such action, suit, or proceeding to be liable for misconduct or negligence in the performance of his duty as such Board member or officer. In case of the settlement of any action, suit, or proceeding to which any Board member or officer of the Association is made a party, or which may be threatened to be brought against him by reason of his being or having been a Board member or officer of the Association, he shall be indemnified by the Association against the costs and expenses (including the cost of settlement) reasonably incurred by him in connection with such action, suit, or proceeding (whether or not he is a Board member or officer at the time of incurring such costs and expenses) if:

(i) the Association shall be advised by independent counsel that such Board member or officer did not misconduct himself, or was not negligent in the performance of his duty as such Board member or officer with respect to the matters covered by such action, suit, or proceeding, and the cost to the Association of indemnifying such Board member or officer (and all other Board members and officers, if any, entitled to indemnification hereunder in such case) if such action, suit, or proceeding were carried to a final adjudication in their favor could reasonably be expected to exceed the amount of costs and expenses to be reimbursed to such Board members and officers as a result of such settlement, or

(ii) disinterested Association members entitled to exercise a majority of the voting power shall, by vote at any annual or special meeting of the Association, approve such settlement and the reimbursement to such Board member or officer of such costs and expenses.

The phrase "disinterested members" shall mean all members of the Association other than: (i) any Board member or officer of the Association who at the time is or may be entitled to indemnification pursuant to the foregoing provisions, (ii) any corporation or organization of which any such Board member or officer owns of record or beneficially ten percent (10%) or more of any class of voting securities, (iii) any firm of which such Board member or officer is a partner, and (iv) any spouse, child, parent, brother or sister of any Board member or officer. The foregoing rights of indemnification shall inure to the benefit of the heirs and legal representatives of each such Board member or officer, and shall not be exclusive of other rights to which any Board member or officer may be entitled as a matter of law or under the Declaration, any vote of Association members, or any agreement.

g. Rules and Regulations. The Association, by vote of the members entitled to exercise a majority of the voting power of the Association, or the Board, may adopt such reasonable Rules and Regulations, and from time to time amend the same as it or they may deem advisable, for the maintenance, conservation and beautification of the Condominium Property, and for the health, comfort, safety and general welfare of the Unit Owners and Occupants. Written notice of such Rules and Regulations shall be given to all Unit Owners and Occupants, and the Condominium Property shall at all times be maintained subject to such Rules and Regulations. In the event such Rules and Regulations shall conflict with any provisions of the Declaration, or of these Bylaws, the provisions of the Declaration and of these Bylaws shall govern.

h. Severability. The invalidity of any covenant, restriction, condition, limitation or any other provision of these Bylaws, or of any part of the same, shall not impair or affect in any manner the validity, enforceability or effect of any other provision contained in these Bylaws or in the Declaration.

i. Gender. The use of any gender herein shall be deemed to include all other genders. The use of either the singular or plural shall be deemed to include the other, whenever the context so requires.

j. Agreements Binding. All agreements and determinations lawfully made by the Association in accordance with the procedure established in the Declaration and/or these Bylaws, shall be deemed to be binding upon all Unit Owners, and their respective heirs, executors, administrators, successors, and assigns.

Vol 154218 704

EXHIBIT C

DRAWINGS OF

CARRIAGE HILL CONDOMINIUM

being

Separately Recorded  
among the Plat Records  
of Cuyahoga County Recorder's Office

EXHIBIT D

Unit No.	Sq. Ft.	Percent Interest in Common Area	No. of Rooms	No. of Bedrooms/Baths
Building 6910 at 6910 Carriage Hill Drive				
6910101	969.40	.5246	5	2/1-1/2
6910102	952.39	.5117	5	2/1-1/2
6910103	957.21	.5396	5	2/1-1/2
6910104	947.01	.5486	5	2/1-1/2
6910201	969.40	.5246	5	2/1-1/2
6910202	952.39	.5117	5	2/1-1/2
6910203	957.21	.5396	5	2/1-1/2
6910204	947.01	.5486	5	2/1-1/2
Building 6920 at 6920 Carriage Hill Drive				
6920101	957.21	.5396	5	2/1-1/2
6920102	952.39	.5117	5	2/1-1/2
6920103	957.21	.5396	5	2/1-1/2
6920104	957.21	.5396	5	2/1-1/2
6920201	952.39	.5396	5	2/1-1/2
6920202	952.39	.5117	5	2/1-1/2
6920203	957.21	.5396	5	2/1-1/2
6920204	957.21	.5396	5	2/1-1/2
Building 6930 at 6930 Carriage Hill Drive				
6930101	952.39	.5117	5	2/1-1/2
6930102	952.39	.5117	5	2/1-1/2
6930103	957.21	.5396	5	2/1-1/2
6930104	957.21	.5396	5	2/1-1/2
6930201	952.39	.5117	5	2/1-1/2
6930202	952.39	.5117	5	2/1-1/2
6930203	957.21	.5396	5	2/1-1/2
6930204	957.21	.5396	5	2/1-1/2
Building 6940 at 6940 Carriage Hill Drive				
6940101	1577.74	.8934	7	3/2
6940102	1295.39	.7551	6	2/2
6940201	1608.94	.8934	7	3/2
6940202	1295.39	.7551	6	2/2
Building 6950 at 6950 Carriage Hill Drive				
6950101	1577.74	.8934	7	3/2
6950102	1295.39	.7551	6	2/2
6950201	1577.74	.8934	7	3/2
6950202	1326.59	.7551	6	2/2

Unit No.	Sq. Ft.	Percent Interest in Common Area	No. of Rooms	No. of Bedrooms/Baths
Building 6955 at 6955 Carriage Hill Drive				
6955101	947.01	.5891	5	2/1-1/2
6955102	947.01	.5891	5	2/1-1/2
6955103	858.60	.4236	4	1/1-1/2
6955104	977.21	.5891	5	2/1-1/2
6955201	969.40	.5891	5	2/1-1/2
6955202	969.40	.5891	5	2/1-1/2
6955203	969.40	.5577	5	2/1-1/2
6955204	969.40	.5891	5	2/1-1/2
Building 6960 at 6960 Carriage Hill Drive				
6960101	1295.39	.7551	6	2/2
6960102	1603.04	.8934	7	3/2
6960201	1326.59	.7551	6	2/2
6960202	1603.04	.8934	7	3/2
Building 6965 at 6965 Carriage Hill Drive				
6965101	779.00	.4472	4	1/1
6965102	585.21	.3550	4	1/1
6965103	947.01	.5486	5	2/1-1/2
6965104	947.01	.5486	5	2/1-1/2
6965201	851.33	.4601	4	1/1
6965202	726.50	.4236	4	1/1
6965203	969.40	.5486	5	2/1-1/2
6965204	969.40	.5486	5	2/1-1/2
Building 6970 at 6970 Carriage Hill Drive				
6970101	1577.74	.8934	7	3/2
6970102	1295.39	.7551	6	2/2
6970201	1577.74	.8934	7	3/2
6970202	1326.59	.7551	6	2/2
Building 6975 at 6975 Carriage Hill Drive				
6975101	947.01	.5486	5	2/1-1/2
6975102	957.21	.5396	5	2/1-1/2
6975103	944.05	.4236	5	1/1
6975104	947.01	.5486	5	2/1-1/2
6975201	947.01	.5486	5	2/1-1/2
6975202	947.01	.5486	5	2/1-1/2
6975203	969.40	.5246	5	2/1-1/2
6975204	969.40	.5486	5	2/1-1/2



Unit No.	Sq. Ft.	Percent Interest in Common Area	No. of Rooms	No. of Bedrooms/Baths
Building 6980 at 6980 Carriage Hill Drive				
6980101	1280.59	.7551	5	2/2
6980102	1555.08	.8934	6	3/2
6980201	1280.59	.7551	5	2/2
6980202	1555.08	.8934	6	3/2
Building 6985 at 6985 Carriage Hill Drive				
6985101	851.33	.4601	4	1/1
6985102	849.00	.4236	4	1/1
6985103	947.01	.5486	5	2/1-1/2
6985104	947.01	.5486	5	2/1-1/2
6985201	947.01	.4601	4	1/1
6985202	851.33	.4236	4	1/1
6985203	947.01	.5486	5	2/1-1/2
6985204	947.01	.5486	5	2/1-1/2
Building 6990 at 6990 Carriage Hill Drive				
6990101	1555.08	.8934	6	3/2
6990102	1280.59	.7551	5	2/2
6990201	1555.08	.8934	6	3/2
6990202	1280.59	.7551	5	2/2
Building 6995 at 6995 Carriage Hill Drive				
6995101	947.01	.5891	5	2/1-1/2
6995102	947.01	.5891	5	2/1-1/2
6995103	947.01	.5891	5	2/1-1/2
6995104	947.01	.5891	5	2/1-1/2
6995201	947.01	.5891	5	2/1-1/2
6995202	947.01	.5891	5	2/1-1/2
6995203	969.40	.5577	5	2/1-1/2
6995204	947.01	.5891	5	2/1-1/2
Building 7000 at 7000 Carriage Hill Drive				
7000101	779.33	.4472	4	1/1
7000102	646.00	.3550	4	1/1
7000103	947.01	.5486	5	2/1-1/2
7000104	947.01	.5486	5	2/1-1/2
7000201	851.33	.4601	4	1/1
7000202	779.33	.4236	4	1/1
7000203	969.40	.5486	5	2/1-1/2
7000204	969.40	.5486	5	2/1-1/2

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Unit No.	Sq. Ft.	Percent Interest in Common Area	No. of Rooms	No. of Bedrooms/Baths
Building 7005 at 7005 Carriage Hill Drive				
7005101	947.01	.5486	5	2/1-1/2
7005102	957.21	.5396	5	2/1-1/2
7005103	585.21	.3550	3	1/1
7005104	710.94	.4324	4	1/1
7005201	952.39	.5396	5	2/1-1/2
7005202	952.39	.5396	5	2/1-1/2
7005203	754.82	.4236	4	1/1
7005204	767.76	.4416	4	1/1
Building 7010 at 7010 Carriage Hill Drive				
7010101	712.00	.4472	4	1/1
7010102	613.64	.3550	4	1/1
7010103	947.01	.5486	5	2/1-1/2
7010104	947.01	.5486	5	2/1-1/2
7010201	851.33	.4601	4	1/1
7010202	779.33	.4236	4	1/1
7010203	969.40	.5486	5	2/1-1/2
7010204	969.40	.5486	5	2/1-1/2
Building 7015 at 7015 Carriage Hill Drive				
7015101	957.21	.5396	5	2/1-1/2
7015102	957.21	.5396	5	2/1-1/2
7015103	585.21	.3550	3	1/1
7015104	710.94	.4324	4	1/1
7015201	957.21	.5486	5	2/1-1/2
7015202	957.21	.5396	5	2/1-1/2
7015203	756.82	.4236	4	1/1
7015204	767.76	.4472	4	1/1
Building 7020 at 7020 Carriage Hill Drive				
7020101	969.40	.5486	5	2/1-1/2
7020102	822.36	.4236	4	1/1
7020103	957.21	.5396	5	2/1-1/2
7020104	957.21	.5486	5	2/1-1/2
7020201	969.40	.5486	5	2/1-1/2
7020202	969.40	.5246	5	2/1-1/2
7020203	969.40	.5486	5	2/1-1/2
7020204	969.40	.5486	5	2/1-1/2

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Unit No.	Sq. Ft.	Percent Interest in Common Area	No. of Rooms	No. of Bedrooms/Baths
Building 7045 at 7045 Carriage Hill Drive				
7045101	710.94	.4472	4	1/1
7045102	585.21	.3550	3	1/1
7045103	957.21	Custodian suite	5	2/1-1/2
7045104	957.21	.5486	5	2/1-1/2
7045201	767.76	.4416	4	1/1
7045202	767.76	.4236	4	1/1
7045203	957.21	.5396	5	2/1-1/2
7045204	957.21	.5396	5	2/1-1/2
Building 7050 at 7050 Carriage Hill Drive				
7050101	947.01	.5486	5	2/1-1/2
7050102	957.21	.5396	5	2/1-1/2
7050103	585.21	.3550	3	1/1
7050104	710.94	.4324	4	1/1
7050201	952.39	.5396	5	2/1-1/2
7050202	952.39	.5396	5	2/1-1/2
7050203	754.82	.4236	4	1/1
7050204	767.76	.4416	4	1/1
Building 7055 at 7055 Carriage Hill Drive				
7055101	947.01	.5396	5	2/1-1/2
7055102	957.21	.5396	5	2/1-1/2
7055103	585.21	.3550	3	1/1
7055104	710.94	.4324	4	1/1
7055201	957.21	.5396	5	2/1-1/2
7055202	957.21	.5396	5	2/1-1/2
7055203	754.82	.4236	4	1/1
7055204	767.76	.4416	4	1/1

Unit No.	Sq. Ft.	Percent Interest in Common Area	No. of Rooms	No. of Bedrooms/Baths
Building 7025 at 7025 Carriage Hill Drive				
7025101	710.94	.4324	4	1/1
7025102	585.21	.3550	3	1/1
7025103	957.21	.5396	5	2/1-1/2
7025104	957.21	.5396	5	2/1-1/2
7025201	767.76	.4416	4	1/1
7025202	754.02	.4236	4	1/1
7025203	957.21	.5396	5	2/1-1/2
7025204	957.21	.5396	5	2/1-1/2
Building 7030 at 7030 Carriage Hill Drive				
7030101	947.01	.5486	5	2/1-1/2
7030102	957.21	.5396	5	2/1-1/2
7030103	870.60	.4236	4	1/1
7030104	975.00	.5486	5	2/1-1/2
7030201	969.40	.5486	5	2/1-1/2
7030202	969.40	.5486	5	2/1-1/2
7030203	969.40	.5245	5	2/1-1/2
7030204	969.40	.5486	5	2/1-1/2

*Amendment #1*

RECORDER'S NOTE: THIN PAPER WITH TYPING.  
SHOWING THROUGH ON THE BACK.

664396

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~~652870~~

~~Vol. 154337 808~~

March 4, 1981  
Amendment #2

CARRIAGE HILL CONDOMINIUM

AMENDMENT TO

AMENDED DECLARATION OF CONDOMINIUM OWNERSHIP

Declarant hereby amends the amended Declaration of Condominium Ownership heretofore filed with the Cuyahoga County Recorder on January 16, 1981, in Vol. 15421, Page 637, amending the designation of the garage spaces shown on Drawings heretofore filed on the 16th day of January, 1981, with the Cuyahoga County Recorder, in Vol. 42, Pages 110 through 122 of the Condominium Plans. The foregoing Drawings are hereby raffiled with this amendment and will reflect the new designation for garage spaces.

In all other respects, the Declaration of Condominium Ownership and its amendments shall remain the same.

IN WITNESS WHEREOF, Carriage Investment Co., an Ohio partnership, by partners thereunto duly authorized, has caused this instrument to be executed this 5th day of March, 1981.

*See Deed  
Vol. 15459  
Pg. 563*

SIGNED AND ACKNOWLEDGED / CARRIAGE INVESTMENT CO. ( )  
IN THE PRESENCE OF:

*Joseph T. Aveni* By: *Joseph T. Aveni*  
Joseph T. Aveni, Partner  
*Vincent T. Aveni* By: *Vincent T. Aveni*  
Vincent T. Aveni, Partner

STATE OF OHIO )  
                  ) ss,  
CUYAHOGA COUNTY)

BEFORE ME, a Notary Public in and for said County and State, personally appeared the above-named CARRIAGE INVESTMENT CO., by Joseph T. Aveni and Vincent T. Aveni, Partners, who acknowledged that they did sign the foregoing instrument and that the same is the free act and deed of the partnership, and of them as partners and as individuals.

IN TESTIMONY WHEREOF, I have hereunto set my hand and official seal, at Cleveland, Ohio, this 5th day of March, 1981.

*Candace C. Haller*  
NOTARY PUBLIC

Prepared by:  
Joseph T. Sveta, Esq.  
100 Parker Court  
Chardon, OH 44024  
Ph. 286-9571

CANDACE C. HALLER, Notary Public  
STATE OF OHIO - (Laka County)  
My Commission Expires Dec. 12, 1985

BY PERMISSION EXHIBIT ONLY  
STATE OF OHIO - (1981)  
COUNTY OF GUYANOKA

~~VOL 15433 PG 870~~

VOL 15443 PG 892

SUBMITTED TO HANDED TO REGISTRAR  
COUNTY AUDITOR

*James A. Williams*  
COUNTY AUDITOR

~~RECORDED  
MARK MCELROY  
COUNTY RECORDER  
MAR 9 4 01 PM '81~~

RECORDED  
MARK MCELROY  
COUNTY RECORDER  
APR 17 2 14 PM '81

GUYANOKA  
COUNTY RECORDS  
VOL 15443 PG 892

*4*  
*20 Dec*  
*684396*  
*684396*  
REFILED

*William J. Williams*  
COUNTY AUDITOR

*ACG-8/39*

Amendment #2

Vol 154487 371

April 21, 1981  
Amendment #3

CARRIAGE HILL CONDOMINIUM

667253

AMENDMENT TO

AMENDED DECLARATION OF CONDOMINIUM OWNERSHIP

Declarant hereby amends the Amended Declaration of Condominium Ownership heretofore filed with the Cuyahoga County Recorder on January 16, 1981, in Vol. 15421, Page 637, as follows:

1. Drawings heretofore filed on the 16th day of January, 1981, with the Cuyahoga County Recorder, in Vol. 42, Pages 58, 59, 71, 89, 90, 93 and 94 of the Condominium Plans are amended and refiled to reflect the addition of a fireplace in each of the following Units: 6995203, 6955103, 6955203, 6910101, 6910201, 6930101 and 6930201.

fireplace part of unit

See Ord  
44/15459  
to 563

SUBMITTED TO MATTHEW J. HATCHADGRAN  
COUNTY AUDITOR FOR RELIING

DATE 4-28-81

*Matthew J. Hatchadgran*  
DEPUTY COUNTY AUDITOR

2. Drawings heretofore filed on the 16th day of January, 1981, with the Cuyahoga County Recorder, in Vol. 42, Pages 73, 77, 81 and 85 of the Condominium Plats are amended and refiled to reflect garage space designations wherein Units 6940101, 6940201, 6950101, 6950201, 6960101, 6950201, 6970101 and 6970201 have one garage space designated for each Unit rather than two garage spaces as previously shown on said Drawings. Units 6940102, 6940202, 6950102, 6950202, 6960102, 6960202, 6970102 and 6970202 have two garage spaces designated for each Unit rather than one garage space as previously shown on said Drawings.

3. The Percent Interest in Common Area figures shown in Exhibit "B" of the Declaration of Condominium Ownership have been changed as reflected in the Amended Exhibit "D", dated April 21, 1981, attached hereto and made a part hereof.

In all other respects the Declaration of Condominium Ownership and its amendments shall remain the same.

IN WITNESS WHEREOF, Carriage Investment Co., an Ohio partnership, by partners thereunto duly authorized, has caused this instrument to be executed this 21 day of April, 1981.

SIGNED AND ACKNOWLEDGED  
IN THE PRESENCE OF:

CARRIAGE INVESTMENT CO.

*Joseph T. Aveni*  
*Vincent T. Aveni*

By: *Joseph T. Aveni*  
Joseph T. Aveni, Partner  
By: *Vincent T. Aveni*  
Vincent T. Aveni, Partner

MATTHEW J. HATCHADGRAN, COUNTY AUDITOR  
APPROVED OWNERSHIP ONLY OF  
PERAL PARCEL NO. 601-20-10, 11, 12, 24  
BY *Jaromila Kik*  
Deputy Auditor

4-27-81

Date 4-27-81  
By *Thomas J. Neff*  
Cuyahoga County Engineer  
THOMAS J. NEFF, P.E., P.S.

FOR SIGNATURES AND FORMAT ONLY.  
THIS PLAT HAS BEEN REVIEWED

FILED 154673 372



Vol 15446 373

-2-

STATE OF OHIO )  
                  ) s s,  
CUYAROGA COUNTY )

BEFORE ME, a Notary Public in and for said County and State, personally appeared the above-named CARRIAGE INVESTMENT CO., by Joseph T. Aveni, and Vincent T. Aveni, Partners, who acknowledged that they did sign the foregoing instrument and that the same is the free act and deed of the partnership, and of them as partners and as individuals.

IN TESTIMONY WHEREOF, I have hereunto set my hand and official seal, at Cleveland, Ohio, this 21 day of April, 1981.

  
\_\_\_\_\_  
NOTARY PUBLIC

NICHOLAS M. MOROZ, Attorney at Law  
Notary Public - State of Ohio  
My Commission has no expiration date.  
Section 147.03 R.C.

Revised 4/21/81

EXHIBIT D

Unit No.	Sq. Ft.	Percent Interest in Common Area	No. of Rooms	No. of Bedrooms/Baths
Building 6910 at 6910 Carriage Hill Drive				
6910101	969.40	.5485	5	2/1-1/2
6910102	952.39	.5116	5	2/1-1/2
6910103	957.21	.5323	5	2/1-1/2
6910104	947.01	.5485	5	2/1-1/2
6910201	969.40	.5485	5	2/1-1/2
6910202	952.39	.5116	5	2/1-1/2
6910203	957.21	.5323	5	2/1-1/2
6910204	947.01	.5485	5	2/1-1/2
Building 6920 at 6920 Carriage Hill Drive				
6920101	957.21	.5323	5	2/1-1/2
6920102	952.39	.5116	5	2/1-1/2
6920103	957.21	.5323	5	2/1-1/2
6920104	957.21	.5323	5	2/1-1/2
6920201	952.39	.5323	5	2/1-1/2
6920202	952.39	.5116	5	2/1-1/2
6920203	957.21	.5323	5	2/1-1/2
6920204	957.21	.5323	5	2/1-1/2
Building 6930 at 6930 Carriage Hill Drive				
6930101	952.39	.5923	5	2/1-1/2
6930102	952.39	.5116	5	2/1-1/2
6930103	957.21	.5323	5	2/1-1/2
6930104	957.21	.5323	5	2/1-1/2
6930201	952.39	.5323	5	2/1-1/2
6930202	952.39	.5116	5	2/1-1/2
6930203	957.21	.5323	5	2/1-1/2
6930204	957.21	.5323	5	2/1-1/2
Building 6940 at 6940 Carriage Hill Drive				
6940101	1577.74	.8934	7	3/2
6940102	1295.39	.7551	6	2/2
6940201	1608.94	.8934	7	3/2
6940202	1295.39	.7551	6	2/2
Building 6950 at 6950 Carriage Hill Drive				
6950101	1577.74	.8934	7	3/2
6950102	1295.39	.7551	6	2/2
6950201	1577.74	.8934	7	3/2
6950202	1326.59	.7551	6	2/2

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Revised 4/21/81

Unit No.	Sq. Ft.	Percent Interest in Common Area	No. of Rooms	No. of Bedrooms/Baths
Building 6955 at 6955 Carriage Hill Drive				
6955101	947.01	.5891	5	2/1-1/2
6955102	947.01	.5891	5	2/1-1/2
6955103	858.60	.5891	5	2/1-1/2
6955104	977.21	.5891	5	2/1-1/2
6955201	969.40	.5891	5	2/1-1/2
6955202	969.40	.5891	5	2/1-1/2
6955203	969.40	.5891	5	2/1-1/2
6955204	969.40	.5891	5	2/1-1/2
Building 6960 at 6960 Carriage Hill Drive				
6960101	1295.39	.7551	6	2/2
6960102	1603.04	.8934	7	3/2
6960201	1326.59	.7551	6	2/2
6960202	1603.04	.8934	7	3/2
Building 6965 at 6965 Carriage Hill Drive				
6965101	779.00	.4472	4	1/1
6965102	585.21	.3550	4	1/1
6965103	947.01	.5485	5	2/1-1/2
6965104	947.01	.5485	5	2/1-1/2
6965201	851.33	.4601	4	1/1
6965202	726.50	.4232	4	1/1
6965203	969.40	.5485	5	2/1-1/2
6965204	969.40	.5485	5	2/1-1/2
Building 6970 at 6970 Carriage Hill Drive				
6970101	1577.74	.8934	7	3/2
6970102	1295.39	.7551	6	2/2
6970201	1577.74	.8934	7	3/2
6970202	1326.59	.7551	6	2/2
Building 6975 at 6975 Carriage Hill Drive				
6975101	947.01	.5485	5	2/1-1/2
6975102	957.21	.5323	5	2/1-1/2
6975103	944.05	.4232	5	1/1
6975104	947.01	.5485	5	2/1-1/2
6975201	947.01	.5485	5	2/1-1/2
6975202	947.01	.5485	5	2/1-1/2
6975203	969.40	.5246	5	2/1-1/2
6975204	969.40	.5485	5	2/1-1/2

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Unit No.	Sq. Ft.	Percent Interest in Common Area	No. of Rooms	No. of Bedrooms/Baths
Building 6980 at 6980 Carriage Hill Drive				
6980101	1280.59	.7551	5	2/2
6980102	1555.08	.8934	6	3/2
6980201	1280.59	.7551	5	2/2
6980202	1555.08	.8934	6	3/2
Building 6985 at 6985 Carriage Hill Drive				
6985101	851.33	.4601	4	1/1
6985102	849.00	.4232	4	1/1
6985103	947.01	.5485	5	2/1-1/2
6985104	947.01	.5485	5	2/1-1/2
6985201	947.01	.4601	4	1/1
6985202	851.33	.4232	4	1/1
6985203	947.01	.5485	5	2/1-1/2
6985204	947.01	.5485	5	2/1-1/2
Building 6990 at 6990 Carriage Hill Drive				
6990101	1555.08	.8934	6	3/2
6990102	1280.59	.7551	5	2/2
6990201	1555.08	.8934	6	3/2
6990202	1280.59	.7551	5	2/2
Building 6995 at 6995 Carriage Hill Drive				
6995101	947.01	.5891	5	2/1-1/2
6995102	947.01	.5891	5	2/1-1/2
6995103	947.01	.5891	5	2/1-1/2
6995104	947.01	.5891	5	2/1-1/2
6995201	947.01	.5891	5	2/1-1/2
6995202	947.01	.5891	5	2/1-1/2
6995203	969.40	.5577	5	2/1-1/2
6995204	947.01	.5891	5	2/1-1/2
Building 7000 at 7000 Carriage Hill Drive				
7000101	779.33	.4472	4	1/1
7000102	646.00	.3550	4	1/1
7000103	947.01	.5485	5	2/1-1/2
7000104	947.01	.5485	5	2/1-1/2
7000201	851.33	.4601	4	1/1
7000202	779.33	.4232	4	1/1
7000203	969.40	.5485	5	2/1-1/2
7000204	969.40	.5485	5	2/1-1/2

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Unit No.	Sq. Ft.	Percent Interest in Common Area	No. of Rooms	No. of Bedrooms/Baths
Building 7005 at 7005 Carriage Hill Drive				
7005101	947.01	.5485	5	2/1-1/2
7005102	957.21	.5323	5	2/1-1/2
7005103	585.21	.3550	3	1/1
7005104	710.94	.4324	4	1/1
7005201	952.39	.5323	5	2/1-1/2
7005202	952.39	.5323	5	2/1-1/2
7005203	754.82	.4232	4	1/1
7005204	767.76	.4416	4	1/1
Building 7010 at 7010 Carriage Hill Drive				
7010101	712.00	.4472	4	1/1
7010102	613.64	.3550	4	1/1
7010103	947.01	.5485	5	2/1-1/2
7010104	947.01	.5485	5	2/1-1/2
7010201	851.33	.4601	4	1/1
7010202	779.33	.4232	4	1/1
7010203	969.40	.5485	5	2/1-1/2
7010204	969.40	.5485	5	2/1-1/2
Building 7015 at 7015 Carriage Hill Drive				
7015101	957.21	.5323	5	2/1-1/2
7015102	957.21	.5323	5	2/1-1/2
7015103	585.21	.3550	3	1/1
7015104	710.94	.4324	4	1/1
7015201	957.21	.5485	5	2/1-1/2
7015202	957.21	.5323	5	2/1-1/2
7015203	754.82	.4232	4	1/1
7015204	767.76	.4472	4	1/1
Building 7020 at 7020 Carriage Hill Drive				
7020101	969.40	.5485	5	2/1-1/2
7020102	822.36	.4232	4	1/1
7020103	957.21	.5323	5	2/1-1/2
7020104	957.21	.5485	5	2/1-1/2
7020201	969.40	.5485	5	2/1-1/2
7020202	969.40	.5246	5	2/1-1/2
7020203	969.40	.5485	5	2/1-1/2
7020204	969.40	.5485	5	2/1-1/2

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Unit No.	Sq. Ft.	Percent Interest in Common Area	No. of Rooms	No. of Bedrooms/Baths
Building 7025 at 7025 Carriage Hill Drive				
7025101	710.94	.4324	4	1/1
7025102	585.21	.3550	3	1/1
7025103	957.21	.5323	5	2/1-1/2
7025104	957.21	.5323	5	2/1-1/2
7025201	767.76	.4416	4	1/1
7025202	754.82	.4232	4	1/1
7025203	957.21	.5323	5	2/1-1/2
7025204	957.21	.5323	5	2/1-1/2
Building 7030 at 7030 Carriage Hill Drive				
7030101	947.01	.5485	5	2/1-1/2
7030102	957.21	.5323	5	2/1-1/2
7030103	870.60	.4232	4	1/1
7030104	975.00	.5485	5	2/1-1/2
7030201	969.40	.5485	5	2/1-1/2
7030202	969.40	.5485	5	2/1-1/2
7030203	969.40	.5246	5	2/1-1/2
7030204	969.40	.5485	5	2/1-1/2
Building 7035 at 7035 Carriage Hill Drive				
7035101	710.94	.4324	4	1/1
7035102	585.21	.3550	3	1/1
7035103	957.21	.5323	5	2/1-1/2
7035104	957.21	.5323	5	2/1-1/2
7035201	767.76	.4416	4	1/1
7035202	767.76	.4232	4	1/1
7035203	957.21	.5323	5	2/1-1/2
7035204	957.21	.5323	5	2/1-1/2
Building 7040 at 7040 Carriage Hill Drive				
7040101	710.94	.4324	4	1/1
7040102	585.21	.3550	3	1/1
7040103	957.21	.5323	5	2/1-1/2
7040104	957.21	.5323	5	2/1-1/2
7040201	767.76	.4472	4	1/1
7040202	754.82	.4232	4	1/1
7040203	952.39	.5323	5	2/1-1/2
7040204	952.39	.5323	5	2/1-1/2

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Unit No.	Sq. Ft.	Percent Interest in Common Area	No. of Rooms	No. of Bedrooms/Baths
Building 7045 at 7045 Carriage Hill Drive				
7045101	710.94	.4472	4	1/1
7045102	585.21	.3550	3	1/1
7045103	957.21	Custodian suite	5	2/1-1/2
7045104	957.21	.5485	5	2/1-1/2
7045201	767.76	.4416	4	1/1
7045202	767.76	.4232	4	1/1
7045203	957.21	.5323	5	2/1-1/2
7045204	957.21	.5323	5	2/1-1/2
Building 7050 at 7050 Carriage Hill Drive				
7050101	947.01	.5485	5	2/1-1/2
7050102	957.21	.5323	5	2/1-1/2
7050103	585.21	.3550	3	1/1
7050104	710.94	.4324	4	1/1
7050201	952.39	.5323	5	2/1-1/2
7050202	952.39	.5323	5	2/1-1/2
7050203	754.82	.4232	4	1/1
7050204	767.76	.4416	4	1/1
Building 7055 at 7055 Carriage Hill Drive				
7055101	947.01	.5323	5	2/1-1/2
7055102	957.21	.5323	5	2/1-1/2
7055103	585.21	.3550	3	1/1
7055104	710.94	.4324	4	1/1
7055201	957.21	.5323	5	2/1-1/2
7055202	957.21	.5323	5	2/1-1/2
7055203	754.82	.4232	4	1/1
7055204	767.76	.4416	4	1/1

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MARK McELROY  
COUNTY RECORDER  
APR 28 11 04 AM '81  
COUNTY CLERK  
VOL. 15446 P. 380



1  
Amendment  
#3

681574

CARRIAGE HILL CONDOMINIUM

15459: 563

AMENDMENT TO AMENDED DECLARATION OF CONDOMINIUM OWNERSHIP

On January 16, 1981, Carriage Investment Co. filed its Amended Declaration of Condominium Ownership in Volume 15421, Page 637 of the Cuyahoga County, Ohio, Records. Thereafter the said Amended Declaration was amended in Volume 15443, Page 891 and Volume 15446, Page 371 of the Cuyahoga County, Ohio, Records.

— garage space

The Amended Drawings of the Carriage Hill Condominium were recorded in Volume 42, Pages 10 to 129 of Condominium Maps and were further amended in Volume 43, Pages 29 to 41 and Volume 43, Pages 52 to 62 of the Condominium Map Records of Cuyahoga County, Ohio.

In accordance with the provisions of the Amended Declaration, Carriage Investment Co. hereby makes the following additional amendments to the Amended Declaration and Amended Drawings:

15-159; 564

1. The name of the Unit Owners' Association as shown in Article I of the Amended Declaration and in Article II, Section (a) of the By-Laws attached as Exhibit B to the Amended Declaration is changed from Carriage Hill Condominium Unit Owners Association, Inc. to Carriage Hill of Brecksville Condominium Unit Owners Association, Inc.
2. Line 23 of the legal description which is attached as Exhibit A to the Amended Declaration is changed to read: "Thence North  $79^{\circ}56'31''$  East, a distance of 108.18 feet to a point;".
3. The Amended Drawing recorded January 16, 1981 in Volume 42, Page 109, of the Condominium Maps of Cuyahoga County, Ohio, is hereby amended and re-filed to reflect the re-assignment of carport spaces.
4. The Amended Drawings recorded April 28, 1981, in Volume 43, Pages 57 and 58 of the Condominium Maps

15-159

VL15459M 565

of Cuyahoga County, Ohio, is hereby amended and re-filed to reflect re-assignment of garage spaces.

IN WITNESS WHEREOF, Carriage Investment Co., an Ohio partnership, by its duly authorized partners has executed this instrument this 16<sup>th</sup> day of June, 1981.

SIGNED AND ACKNOWLEDGED  
IN THE PRESENCE OF:

CARRIAGE INVESTMENT CO.

Lila Taylor  
Robert S. ...

By Joseph T. Aveni  
Joseph T. Aveni, Partner  
And Vincent T. Aveni  
Vincent T. Aveni, Partner

STATE OF OHIO )  
                  ) ss.  
CUYAHOGA COUNTY )

BEFORE ME, a Notary Public in and for said County and State, personally appeared the above-named CARRIAGE INVESTMENT CO., by Joseph T. Aveni and Vincent T. Aveni, Partners, who acknowledged that they did sign the foregoing instrument and that the same is the free act and deed of the partnership, and of them as partners and as individuals.

IN TESTIMONY WHEREOF, I have hereunto set my hand and official seal, at Cleveland, Ohio, this 16<sup>th</sup> day of June, 1981.

Robert S. ...  
Notary Public

This instrument prepared by:  
J. Terence Burke  
Attorney at Law  
1406 Westwood Avenue  
Lakewood, Ohio 44107  
216/226-0312

SUBMITTED TO MATTHEW J. HATCHAGORIAN  
COUNTY AUDITOR FOR RELISTING  
6-12-81  
Johnnie D. ...  
DEPUTY COUNTY AUDITOR

681574

<p>CARRIAGE HILL CONDOMINIUM</p> <p><i>COOK</i></p> <p><i>5/15/81</i></p>	<p>AMENDMENT TO AMENDED DECLARATION OF CONDOMINIUM OWNERSHIP</p>	<p>RECORDED MARK McELROY COUNTY RECORDER JUN 12 9 45 AM '81 CUYAHOGA COUNTY RECORDS <i>1045459 PG 263</i></p>
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THE OHIO LEGAL BOOK CO., CLEVELAND

## PET RULES AND REGULATIONS

*All pet complaints must be put in writing and must include the time and date of the incident as well as the signature and address of the person making the complaint.*

- Animals must be attended and leashed on no longer than a seven (7) foot leash when being walked on Carriage Hill common property.
- Animals shall not be tied or staked in the common areas, nor permitted to run loose.
- All pet excrement must be cleaned up and properly disposed of **IMMEDIATELY** by pet owners.
- Pet owners are responsible for the cost of repairing any damage to common area caused by their pet including but not limited to urination and defecation by their pet.
- Violators of the above regulations shall be subject to the following assessment schedule:

First Offense	Warning by Letter
Second Offense	\$25.00 Penalty Assessment
Third Offense	\$50.00 Penalty Assessment
Subsequent Offenses	\$50.00 Penalty Assessment per occurrence, and situation turned over to Association's legal counsel at violating Homeowner's expense

*These are in accordance with our Bylaws as reproduced on the reverse.*

E. Pets. Without the prior written consent of the Association, no animals, rabbits, livestock, fowl, or poultry of any kind shall be raised, bred, or kept in any Unit or in the Common Areas, except that dogs or cats may be kept in Units, subject to rules and regulations adopted by the Association, provided that they are not kept, bred, or maintained for any commercial purpose; and provided further that any such pet causing or creating a nuisance or unreasonable disturbance shall be permanently removed from the Property subject to these restrictions upon three (3) days' written notice from the Association.

CUYAHOGA COUNTY RECORDER  
PATRICK J. O'MALLEY  
DECL 09/26/2003 01:58:01 PM  
200309260973

CUYAHOGA COUNTY RECORDER  
200309260973 PAGE 1 of 8

AMENDMENTS TO THE  
AMENDED DECLARATION OF CONDOMINIUM OWNERSHIP  
FOR  
CARRIAGE HILL CONDOMINIUM

PLEASE CROSS MARGINAL REFERENCE WITH THE AMENDED DECLARATION OF CONDOMINIUM OWNERSHIP FOR CARRIAGE HILL CONDOMINIUM RECORDED AT VOLUME 15421, PAGE 637 ET SEQ. OF THE CUYAHOGA COUNTY RECORDS.





AMENDMENTS TO THE  
AMENDED DECLARATION OF CONDOMINIUM OWNERSHIP FOR  
CARRIAGE HILL CONDOMINIUM

WHEREAS, the Amended Declaration of Condominium Ownership for Carriage Hill Condominium (the "Declaration") and the Bylaws of Carriage Hill Condominium Unit Owners Association, Inc. (the "Bylaws"), Exhibit "B" to the Declaration, was recorded at Cuyahoga County Records Volume 15421, Page 637 et seq., and

WHEREAS, the Carriage Hill of Brecksville Condominium Unit Owners Association, Inc. (the "Association") is a corporation consisting of all Unit Owners in Carriage Hill and as such is the representative of all Unit Owners, and

WHEREAS, Article 15 of said Declaration authorizes amendments to the Declaration and Bylaws Article X, Paragraph (d) authorizes amendments to the Bylaws, and

WHEREAS, Unit Owners representing at least 75% of the Association's voting power have executed instruments in writing setting forth specifically the matters to be modified (the "Amendments"), and

WHEREAS, attached hereto as Exhibit A is an Affidavit of the Association's President that a copy of the Amendments was mailed by certified mail to all Unit Owners and all mortgagees on the records of the Association, and

WHEREAS, attached hereto as Exhibit B is a certification from the Association's Secretary as to the consenting mortgagees, on the records of the Association, to the Amendments, and

WHEREAS, the Association has in its records the signed, written consents to Amendment A signed by Unit Owners representing 75.5935% of the Association's voting power, and

WHEREAS, the Association has in its records the power of attorney signed by Unit Owners representing 75.5935% of the Association's voting power authorizing the Association's officers to execute Amendment A on their behalf, and

WHEREAS, the Association has in its records the signed, written consents to Amendment C signed by Unit Owners representing 82.0962% of the Association's voting power, and

WHEREAS, the Association has in its records the power of attorney signed by Unit Owners representing 82.0962% of the Association's voting power authorizing the Association's officers to execute Amendment C on their behalf, and



WHEREAS, the Association has in its records the signed, written consents to Amendment D signed by Unit Owners representing 77.9859% of the Association's voting power, and

WHEREAS, the Association has in its records the power of attorney signed by Unit Owners representing 77.9859% of the Association's voting power authorizing the Association's officers to execute Amendment D on their behalf, and

WHEREAS, the proceedings necessary to amend the Declaration as required by Chapter 5311 of the Ohio Revised Code and the Amended Declaration of Condominium Ownership for Carriage Hill Condominium have in all respects been complied with.

NOW THEREFORE, the Amended Declaration of Condominium Ownership for Carriage Hill Condominium is hereby amended by the following:

#### AMENDMENT A

INSERT a new DECLARATION Article 11, Section M entitled, "Occupancy Restriction." Said new addition, to be added on Page 28 of the Declaration as recorded in Cuyahoga County Records Volume 15421, Page 637 et seq., is as follows:

M. Occupancy Restriction. No person who is determined to be a sexual predator pursuant to the Ohio Sex Offenders Act or similar statute from another jurisdiction and required to register with a designated registering agency pursuant to said Act or similar statute, as the same may from time to time be amended, may reside in or occupy a Unit for any length of time. Any violation of this restriction shall subject the Unit Owner and/or any Occupant of the Unit to any and all remedies provided for by law as well as this Declaration. The Association shall not, however, be liable to any Unit Owner or Occupant, or anyone visiting any Unit or the Association, as a result of the Association's alleged failure, whether negligent, intentional or otherwise, to enforce the provisions of this restriction.

Any conflict between this provision and any other provisions of the Declaration and/or Bylaws shall be interpreted in favor of this restriction on the occupancy of Units. Upon the recording of this amendment, only Unit Owners of record at the time of such filing shall have standing to contest the validity of the amendment, whether on procedural, substantive or any other grounds, provided further that any such challenge shall be brought in the court of common pleas within one year of the recording of the amendment.



## AMENDMENT C

MODIFY BYLAWS Article IV, Section b entitled, "Annual Meeting." Said modification, to be made on Page 3 of the Bylaws, Exhibit "B" of the Declaration as recorded in Cuyahoga County Records Volume 15421, Page 637 et seq., is as follows (deleted language crossed out; new language underlined):

b. Annual Meeting. The annual meeting of members of the Association for the election of members of the Board, the consideration of reports to be laid before such meeting, and the transaction of such other business as may properly be brought before such meeting shall be held at such place upon the condominium property or off the condominium property but within ten miles of the condominium property as may be designated by either the Board or the President and specified in the notice of such meeting, at 8 o'clock p.m., or at such other time as may be designated by the Board or the President and specified in the notice of the meeting. ~~The first annual meeting of members of the Association shall be held as soon as reasonably feasible after whichever of the following events is first to occur: (1) 365 days have elapsed from the time the Declaration has been filed for record, or (2) Developer shall have consummated the sale of a sufficient number of Units to entitle the Unit Owners, other than Developer to exercise twenty-five percent (25%) of the voting power of the Association. The first annual meeting may be held prior to such time with the consent of Developer for the purpose of electing a full Board of five members, and shall be deemed to be the first annual meeting for the year in which the meeting was held, regardless of whether it was held before or after the second Wednesday of December of such year. Thereafter~~ After the recording of this amendment, the annual meeting of the members of the Association shall be held ~~on the second Wednesday of December of each succeeding~~ in April of each year, if not a legal holiday, and if a legal holiday, then the next succeeding business day as may be designated by the Board or the President and specified in the notice of the meeting.

Any conflict between this provision and any other provisions of the Declaration and/or Bylaws shall be interpreted in favor of this change in the annual meeting date. Upon the recording of this amendment, only Unit Owners of record at the time of such filing shall have standing to contest the validity of the amendment, whether on procedural, substantive or any other grounds, provided further that any such challenge shall be brought in the court of common pleas within one year of the recording of the amendment.

AMENDMENT D

INSERT a new DECLARATION Article 11, Section N entitled, "Occupancy Limitation." Said new addition, to be added on Page 28 of the Declaration as recorded in Cuyahoga County Records Volume 15421, Page 637 et seq., is as follows:

N. No more than two (2) persons per bedroom in any Unit shall be permitted as permanent Occupants ("permanent" means more than thirty [30] days out of each twelve [12] month period). Each Unit Owner shall provide the Board with the names of all permanent Occupants and the license number and vehicle description owned by permanent Occupants.

Any conflict between this provision and any other provisions of the Declaration and/or Bylaws shall be interpreted in favor of this restriction on the number of Occupants in the Units. Upon the recording of this amendment, only Unit Owners of record at the time of such filing shall have standing to contest the validity of the amendment, whether on procedural, substantive or any other grounds, provided further that any such challenge shall be brought in the court of common pleas within one year of the recording of the amendment.

IN WITNESS WHEREOF, the said Carriage Hill of Brecksville Condominium Unit Owners Association, Inc. has caused the execution of this instrument this 12<sup>th</sup> day of September, 2003.

CARRIAGE HILL OF BRECKSVILLE CONDOMINIUM  
UNIT OWNERS ASSOCIATION, INC.

By: Nancy N. Cahal  
NANCY N. CAHAL, its President

CUYAHOGA COUNTY RECORDER  
200309260973 PAGE 5 of 8

By: Michelle Ekstein - Levine  
MICHELLE EKSTEIN-LEVINE, its  
Secretary

STATE OF OHIO )  
 )  
COUNTY OF ~~CUYAHOGA~~ <sup>SUMMIT</sup> ) SS

BEFORE ME, a Notary Public, in and for said County, personally appeared the above named Carriage Hill of Brecksville Condominium Unit Owners Association, Inc., by its President and its Secretary, who acknowledged that they did sign the foregoing instrument, on Page 5 of 8, and that the same is the free act and deed of said corporation and the free act and deed of each of them personally and as such officers.

IN WITNESS WHEREOF, I have hereunto set my hand and official seal in Sagamore Hills, Ohio, this 12<sup>th</sup> day of September, 2003.

Nancy Anne Wargo  
NOTARY PUBLIC

NANCY ANNE WARGO  
Notary Public, State of Ohio  
My Commission Expires May 5, 2006  
Recorded in Summit County

CUYAHOGA COUNTY RECORDER  
200309260973 PAGE 6 of 8

This instrument prepared by:  
KAMAN & CUSIMANO, Attorneys at Law  
50 Public Square  
600 Terminal Tower  
Cleveland, Ohio 44113  
(216) 696-0650

EXHIBIT A

AFFIDAVIT

STATE OF OHIO )

COUNTY OF ~~CUYAHOGA~~ <sup>Summit</sup> )

SS

NANCY N. CAHAL, being first duly sworn, states as follows:

1. She is the duly elected and acting President of the Carriage Hill of Brecksville Condominium Unit Owners Association, Inc.
2. As such President, she certifies that copies of the Amendments to the Amended Declaration of Condominium Ownership for Carriage Hill Condominium were mailed by certified mail to all Unit Owners and all mortgagees having bona fide liens of record against any Unit Ownerships of whose mortgage interests notice had been given to the Association.
3. Further affiant sayeth naught.

CUYAHOGA COUNTY RECORDER  
200309260973 PAGE 7 of 8

Nancy N. Cahal  
NANCY N. CAHAL, President

BEFORE ME, a Notary Public, in and for said County, personally appeared the above named NANCY N. CAHAL who acknowledges that she did sign the foregoing instrument and that the same is her free act and deed.

IN TESTIMONY WHEREOF, I have hereunto set my hand and official seal in Paganon Hills, Ohio, this 12<sup>th</sup> day of September, 2003.

Nancy Anne Wargo  
NOTARY PUBLIC

NANCY ANNE WARGO  
Notary Public, State of Ohio  
My Commission Expires May 5, 2006  
Recorded in Summit County



EXHIBIT B

CERTIFICATION OF SECRETARY

The undersigned, being the duly elected and qualified Secretary of the Carriage Hill of Brecksville Condominium Unit Owners Association, Inc., hereby certifies that there is on file in the Association's records, the names of the following mortgagees, if any, who have consented to the proposed Amendments to the Amended Declaration of Condominium Ownership for Carriage Hill Condominium.

NONE

  
MICHELLE EKSTEIN-LEVINE, Secretary

CUYAHOGA COUNTY RECORDER  
200309260973 PAGE 8 of 8

STATE OF OHIO                                 )  
   )         SS  
 COUNTY OF Summit ~~CUYAHOGA~~        )

BEFORE ME, a Notary Public in and for said County, personally appeared the above named MICHELLE EKSTEIN-LEVINE who acknowledged that she did sign the foregoing instrument and that the same is her free act and deed.

IN TESTIMONY WHEREOF, I have hereunto set my hand and official seal in Paganose Hills, Ohio, this 12<sup>th</sup> day of September, 2003.

  
NOTARY PUBLIC

**NANCY ANNE WARGO**  
 Notary Public, State of Ohio  
 My Commission Expires May 5, 2006  
 Recorded in Summit Co.



CUYAHOGA COUNTY RECORDER  
PATRICK J. DMALLEY  
DECL 01/05/2005 09:27:28 AM  
**200501050014**

AMENDMENTS TO THE  
AMENDED DECLARATION OF CONDOMINIUM OWNERSHIP FOR  
CARRIAGE HILL CONDOMINIUM

PLEASE CROSS MARGINAL REFERENCE WITH THE AMENDED DECLARATION OF CONDOMINIUM OWNERSHIP FOR CARRIAGE HILL CONDOMINIUM RECORDED AT VOLUME 15421, PAGE 637 ET SEQ. OF THE CUYAHOGA COUNTY RECORDS.

CUYAHOGA COUNTY RECORDER  
200501050014 PAGE 1 of 7



AMENDMENTS TO THE  
AMENDED DECLARATION OF CONDOMINIUM OWNERSHIP FOR  
CARRIAGE HILL CONDOMINIUM

WHEREAS, the Amended Declaration of Condominium Ownership for Carriage Hill Condominium (the "Declaration") and the Bylaws of Carriage Hill Condominium Unit Owners Association, Inc., (the "Bylaws"), Exhibit "B" to the Declaration, were recorded at Cuyahoga County Records Volume 15421, Page 637 et seq., and

WHEREAS, Section 5311.05(E)(1) of the Ohio Revised Code, as amended on July 20, 2004, authorizes the Board of Directors, without a vote of the Owners, to amend the Declaration "to bring the Declaration in compliance with this Chapter," and

WHEREAS, the Board of Directors approved the following matters to be modified (the "Amendments") in order to bring the Declaration into compliance with Ohio Revised Code Chapter 5311, and

WHEREAS, the proceedings necessary to amend the Declaration as permitted by Chapter 5311 of the Ohio Revised Code and the Amended Declaration of Condominium Ownership for Carriage Hill Condominium have in all respects been complied with.

NOW THEREFORE, the Amended Declaration of Condominium Ownership for Carriage Hill Condominium is hereby amended by the Board of Directors as follows:

- (1) All references in the Declaration and Bylaws to the term "Common Areas" or "Common Areas and Facilities" shall be replaced with the term "Common Elements."
- (2) All references in the Declaration and Bylaws to the term "Limited Common Areas" or "Limited Common Areas and Facilities" shall be replaced with the term "Limited Common Elements."
- (3) All references in the Declaration and Bylaws to the term "Board of Managers" shall be replaced with the term "Board of Directors."
- (4) INSERT a new SECTION C, entitled "Enforcement Assessments," to the end of DECLARATION ARTICLE 14. Said new addition, to be added on Page 37 of the Amended Declaration, as recorded at Cuyahoga County Records, Volume 15421, Page 637 et seq., is as follows:

C. Enforcement Assessments. In accordance with Ohio Revised Code Section 5311.081(B)(12), the Board shall have the authority to impose interest and administrative late fees for the late payment of Assessments;

impose returned check charges; and, in accordance with the procedure outlined in Ohio Revised Code Section 5311.081(C)(1), impose reasonable enforcement Assessments for violations of the Declaration, the Bylaws, and the rules of the Association, and reasonable charges for damage to the Common Elements.

(5) INSERT a new 2<sup>nd</sup> PARAGRAPH to the end of DECLARATION ARTICLE 9, SECTION D, entitled "Lien of Association." Said new addition, to be added on Page 19 of the Amended Declaration, as recorded at Cuyahoga County Records, Volume 15421, Page 637 et seq., is as follows:

In accordance with Ohio Revised Code Section 5311.18(A)(1)(b), the Association has a lien upon each Unit's ownership interest for any unpaid interest, administrative late fees, enforcement Assessments, and collection costs, attorney's fees, and paralegal fees.

(6) INSERT a new PARAGRAPH (iv) to the end of DECLARATION ARTICLE 10, SECTION (P). Said new addition, to be added on Page 25 of the Amended Declaration, as recorded at Cuyahoga County Records, Volume 15421, Page 637 et seq., is as follows:

(iv) In accordance with Ohio Revised Code Section 5311.19(B), the Association may initiate eviction proceedings, pursuant to Chapters 5321 and 1923 of the Revised Code, to evict a tenant. The action shall be brought by the Association, as the Unit Owner's Agent, in the name of the Unit Owner. In addition to any procedures required by Chapters 5321 and 1923 of the Revised Code, the Association shall give the Unit Owner at least ten days written notice of the intended eviction action. The costs of any eviction action, including reasonable attorney's fees, shall be charged to the Unit Owner and shall be the subject of a special Assessment against the offending Unit and made a lien against that Unit.

(7) INSERT a new 2<sup>nd</sup> PARAGRAPH to the end of DECLARATION ARTICLE 9, SECTION A, entitled "General." Said new addition, to be added on Page 17 of the Amended Declaration, as recorded at Cuyahoga County Records, Volume 15421, Page 637 et seq., is as follows:

In accordance with Ohio Revised Code Section 5311.18(A)(2), the Association shall credit payments made by a Unit Owner in the following order of priority:

- (i) First, to interest owed to the Association;
- (ii) Second, to administrative late fees owed to the Association;
- (iii) Third, to collection costs, attorney's fees, and paralegal fees incurred by the Association; and
- (iv) Fourth, to the principal amounts the Unit Owner owes to the Association for the common expenses or enforcement Assessments chargeable against the Unit.

(8) INSERT a new 2<sup>nd</sup> PARAGRAPH to the end of BYLAWS ARTICLE IX, SECTION i, entitled "Remedies for Failure to Pay Assessments". Said new addition, to be added on Page 12 of the Bylaws, Exhibit "B" of the Amended Declaration, as recorded at Cuyahoga County Records, Volume 15421, Page 637 et seq., is as follows:

In accordance with Ohio Revised Code Section 5311.081(B)(18), when a Unit Owner is delinquent in the payment of Assessments for more than thirty (30) days, the Board may, by a majority vote, suspend the voting privileges of the owner and/or right of the occupants to use the recreational facilities.

(9) INSERT a new 2<sup>nd</sup> PARAGRAPH to the end of BYLAWS ARTICLE X, SECTION b, entitled "Special Services." Said new addition, to be added on Page 12 of the Bylaws, Exhibit "B" of the Amended Declaration, as recorded at Cuyahoga County Records, Volume 15421, Page 637 et seq., is as follows:

In accordance with Ohio Revised Code Section 5311.081(B)(15), the Board may impose reasonable charges to the Unit Owner for providing copies of the Declaration, Bylaws or amendments thereto as well as reasonable charges for the handling of re-financing and/or resale documentation, and/or statements of unpaid Assessments.

(10) INSERT a new SECTION O, entitled "Owner/Resident Information," to DECLARATION ARTICLE 11. Said new addition, to be added on Page 28 of the Amended Declaration, as recorded at Cuyahoga County Records, Volume 15421, Page 637 et seq., and as amended at Cuyahoga County Records, Instrument Number 200309260973, is as follows:

O Owner/Resident Information. In accordance with Ohio Revised Code Section 5311.09(A)(2) and (3), each Unit Owner shall, within thirty (30) days of the recording of this Amendment or within thirty (30) days of title transferring to the Unit Owner, provide to the Association the Unit Owner's

and/or all occupants' names, home and business mailing addresses, home and business telephone numbers, and the name, business address and business telephone number of any person who manages the Unit as an agent of that Owner. Any change in the information shall be provided to the Board, in writing, within thirty (30) days of said change.

(11) DELETE BYLAWS ARTICLE V, SECTION a entitled "Number of Members." in its entirety. Said deletion, to be made on Page 4 of the Bylaws, Exhibit "B" of the Amended Declaration, as recorded at Cuyahoga County Records, Volume 15421, Page 637.

INSERT A NEW BYLAWS ARTICLE V, SECTION a entitled "Number of Members." Said new addition to be made on Page 4 of the Bylaws, Exhibit "B" of the Amended Declaration, as recorded at Cuyahoga County Records, Volume 15421, Page 637, is as follows:

a. Number of Members. The Board shall consist of five (5) persons, each of whom must be a Unit Owner or the spouse of a Unit Owner, except as otherwise provided. That notwithstanding, no one (1) Unit may be represented by more than one (1) person on the Board at any one (1) time. If at any time one bank, savings and loan association, insurance company or other lending institution shall hold mortgages upon more than fifty percent (50%) of the Units, such lending institution may designate its representative who shall be a sixth member of the Board. Such representative need not be a Unit Owner or Occupant.

(12) INSERT a new 2<sup>nd</sup> SENTENCE to the end of BYLAWS ARTICLE V, SECTION e, entitled "Regular Board Meetings." Said new addition, to be added on Page 6 of the Bylaws, Exhibit "B" of the Amended Declaration, as recorded at Cuyahoga County Records, Volume 15421, Page 637 et seq., is as follows:

In accordance with Ohio Revised Code Section 5311.08(A)(4)(a), any Board meeting may be held in person or by any method of communication, including electronic or telephonic communication, provided that each Board member can hear, participate and respond to every other Board member.

(13) INSERT a new SENTENCE to the end of BYLAWS ARTICLE IX, SECTION c, entitled "Additional Assessments." Said new addition, to be added on Page 10 of the Bylaws, Exhibit "B" of the Amended Declaration, as recorded at Cuyahoga County Records, Volume 15421, Page 637 et seq., is as follows:



In accordance with Ohio Revised Code Section 5311.21, in the alternative, if the Association has collected a Common Surplus at the end of any fiscal year, the Board may determine that such amount will be applied toward reserves.

(14) INSERT a new PARAGRAPH j to BYLAWS ARTICLE VIII, entitled "Powers and Duties," and INSERT new SUBPARAGRAPHS (1), (2), (3), and (4), thereafter. Said new additions to be added on Page 9 of the Bylaws, Exhibit "B" of the Amended Declaration, as recorded at Cuyahoga County Records, Volume 15421, Page 637 et seq., is as follows:

In accordance with Ohio Revised Code Section 5311.081(B), in addition to all other powers enumerated herein, the Board may exercise all powers of the Association, including the power to do the following:

(1) Commence, defend, intervene in, settle, or compromise any civil, criminal, or administrative action or proceeding that is in the name of, or threatened against, the Association, the Board, or the Condominium Property, or that involves two or more Unit Owners and relates to matters affecting the Condominium Property;

(2) Grant easements, leases, licenses, and concessions through or over the Common Elements;

(3) Impose and collect fees or other charges for the use, rental, or operation of the Common Elements or for services provided to Unit Owners;

(4) Invest excess funds in investments that meet standards for fiduciary investments under Ohio law.

Any conflict between the above provisions and any other provisions of the Declaration and Bylaws shall be interpreted in favor of the above amendments. Upon the recording of these amendments, only Unit Owners of record at the time of such filing shall have standing to contest the validity of these amendments, whether on procedural, substantive or any other grounds, provided further that any such challenge shall be brought in the court of common pleas within one year of the recording of the amendments.

IN WITNESS WHEREOF, the said Carriage Hill of Brecksville Condominium Unit Owners Association, Inc. has caused the execution of this instrument this 28<sup>th</sup> day of December, 2004.

CARRIAGE HILL OF BRECKSVILLE CONDOMINIUM  
UNIT OWNERS ASSOCIATION, INC.

By: Nancy N. Cahal  
NANCY N. CAHAL, its President

STATE OF OHIO )  
                  SUMMIT )     SS  
COUNTY OF CUYAHOGA )

BEFORE ME, a Notary Public, in and for said County, personally appeared the above named Carriage Hill of Brecksville Condominium Unit Owners Association, Inc., by Nancy N. Cahal, its President, who acknowledged that she did sign the foregoing instrument, on Page 7 of 7, and that the same is the free act and deed of said corporation and the free act and deed of her personally and as such officer.

IN WITNESS WHEREOF, I have hereunto set my hand and official seal in Sagamore Hills, Ohio, this 28<sup>th</sup> day of December, 2004.

Nancy Ann Wayo  
NOTARY PUBLIC

**NANCY ANNE WAYO**  
Notary Public, State of Ohio  
My Commission Expires May 5, 2006  
Recorded in Summit County

This instrument prepared by:  
KAMAN & CUSIMANO, Attorneys at Law  
50 Public Square  
600 Terminal Tower  
Cleveland, Ohio 44113  
(216) 696-0650

CUYAHOGA COUNTY RECORDER  
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# Reserve Realty Company

Management Division

480 West Aurora Rd. • Sagamore Hills, Ohio 44067-2198

(330) 467-0828 • Fax: (330) 467-6845

## CARRIAGE HILL CONDOMINIUM ASSOCIATION

October 25, 2001

Dear Carriage Hill Condominium Unit Owner,

At the September 10, 2001 meeting of the Carriage Hill Board of Managers, it was unanimously agreed that the Board adopt the following policy regarding garage doors that are left open:

1. A letter will be sent to all owners with garages explaining the new policy.
2. A personal warning letter will be sent to owners/residents who leave their garage door open.
3. A penalty assessment of twenty-five (\$25.00) will be levied for each documented occurrence.

**PLEASE KEEP THIS WITH YOUR CONDOMINIUM DOCUMENTS.**

Sincerely,

Board of Managers for  
CARRIAGE HILL CONDOMINIUMS

