(30)

COUNTY OF LAKE

FRANK A. SUPONCIC, CPA, CFE

RECORDER

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LAKE COUNTY RECORDER
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IMPORTANT RECORDING INFORMATION

DECLARATION OF COVENANTS, CONDITIONS, RESTRICTIONS AND EASEMENTS FOR CARRIAGE HOMES AT SHORELAND, WILLOWICK, OHIO

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DECLARATION OF COVENANTS, CONDITIONS,
RESTRICTIONS AND EASEMENTS
FOR CARRIAGE HOMES AT SHORELAND,
WILLOWICK, OHIO

This Declaration, made this 28 day of NOV., 2007, by THE MARUCCI GROUP LLC, an Ohio limited liability company, (hereinafter called "Developer").

WITNESSETH:

WHEREAS, Developer is the owner of certain property described in Article II, Section 1 of this Declaration and desires to create thereon sixty-nine (69) multi-family Living Units (as hereinafter defined) consisting of three (3) duplex buildings Unit 80/81; 82/83; and 84/85) and twenty-one (21) triplex buildings, and to this end, desires to subject said real property to the covenants, restrictions, easements, charges and liens, hereinafter set forth, for the benefit of said property and each owner thereof, the Developer, its successors and assigns; and

WHEREAS, the real property described in Article II, Section 1 of this Declaration is also subject to the Declaration, Covenants, Conditions, Restrictions and Easements for Shoreland Crossings Subdivision No. 2 ("Shoreland Declaration") recorded with the Lake County Recorders Office; and DOC # 2007R022244

WHEREAS, the Developer for the efficient preservation of the values and amenities in said community created an agency to which is delegated and assigned the power of maintaining and administering the easement areas set forth in Article IV hereof and administering and enforcing the covenants and restrictions and collecting and disbursing the assessments and changes hereinafter created; and

WHEREAS, Developer has incorporated under the laws of the State of Ohio as a non-profit corporation, Carriage Homes at Shoreland, Inc., a sub-association to the Shoreland Crossing Master Association, for the purposes of exercising the functions aforesaid for the real property described in Article II, Section 1 hereof;

NOW, THEREFORE, the Developer declares that the real property described in Article II, and such additions and deletions thereto, as may hereafter be made, pursuant to Article II hereof, is and shall be held, transferred, sold, conveyed and occupied subject to the covenants, restrictions, easements, charges and liens (sometimes referred to as "covenants and restrictions") hereinafter set forth and further specifies that this Declaration shall constitute covenants to run with the land and shall be binding upon the Developer and its successors and assigns, and all subsequent owners of all or any part of said real property, together with their grantees, successors, heirs, executors, administrators or assigns.

ARTICLE I

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DEFINITIONS

SECTION 1. The following words, when used in this Declaration or any Supplemental Declaration (unless the context prohibits), shall have the following meanings:

(a) " Architectural Review Board" shall mean the Board initially consisting of Rick Marucci or his designated assignees.

(b) "Articles" shall mean the Articles of Incorporation of the Association.

(c) "Areas of Common Responsibility" shall mean and refer to all real and personal property now or hereafter owned by the Sub-Association or otherwise held for the common use and enjoyment of the Members.

(d) "Board" shall mean and refer to the Board of Trustees of the Sub-Association.

(e) "Code" shall mean and refer to the Code of Regulations of the Sub-Association.

(f) "Developer" shall mean and refer to The Marucci Group LLC, an Ohio limited liability company and its successors and assigns.

(g) "Living Unit" shall mean and refer to any structure situated within the Property, designed and intended for use and occupancy as a residence by a single family.

(h) "Lot" shall mean and refer to any sublot (whether or not improved with a Living Unit) shown upon any recorded Plat of the Property.

(i) "Member" shall mean and refer to all those Owners called members of the Sub-Association as provided in Article III, Section 1, hereof.

(j) "Occupant" shall mean any Owner, lessee, and their family members or any other person or persons occupying a Living Unit in the Property as their residence.

(k) "Owner" shall mean and refer to the record owner, whether one or more persons or entities, of the fee simple title to any Lot or Living Unit situated upon the Property, but shall not mean or refer to the mortgagee thereof unless and until such mortgagee has acquired title pursuant to foreclosure, or any proceeding in lieu of foreclosure.

(l) The "Plat" shall mean and refer to the plat for the Shoreland Crossing Subdivision No.2 as approved by the City of Willowick ("City") and all other regulatory bodies and recorded in the Lake County Subdivision Map Records.

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(m) The "Property" shall mean and refer to the property described in Article II and any additions or deletions made thereto in accordance with Article II.

(n) "Sub-Association" shall mean and refer to the Carriage Homes at Shoreland, Inc., an Ohio non-profit corporation.

ARTICLE II

PROPERTIES SUBJECT TO THE DECLARATION: ADDITIONS AND DELETIONS THERETO

SECTION 1. Existing Property.

The real property which is and shall be held, transferred, sold, conveyed and occupied subject to this Declaration is located in Willowick, Lake County, Ohio, is planned to consist of sixty-nine (69) multi-family Living Units on sublots (53 through 121)in the Carriage Homes at Shoreland, part of the Shoreland Crossing Subdivision No. 2. , and is more particularly described in Exhibit "A", attached hereto and made a part hereof.

All of the aforesaid real property shall hereinafter be referred to as "the Property".

SECTION 2. Modification to Property.

Additional lands may become subject to this Declaration, and Property removed therefrom, in the following manner:

(a) Additions by the Developer. The Developer, its successors and assigns, shall have the right to bring within the scheme of this Declaration additional properties in future stages of the development. Nothing, however, contained herein shall bind the Developer, its successors or assigns, to make any additions or to adhere to any particular plan of development.

(b) Any such addition shall be made by filing of record a Supplemental Declaration in a form approved by the Developer with respect to the additional property which shall extend the scheme of the covenants and restrictions of the Declaration to such property. Such Supplemental Declaration may contain such complementary additions and modifications of these covenants and restrictions as may be necessary to reflect the different character, if any, of the added property and as are not inconsistent with the scheme of these covenants and restrictions. In no event, however, shall such Supplemental Declaration revoke, modify or add to the covenants and restrictions established by this Declaration within the Property, nor shall such instrument provide for assessment of the added property at a lower rate than that applicable to the Property.

(c) Such additions shall extend the jurisdiction, functions, duties and membership of the Sub-Association to such properties.

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(d) The Sub-Association may be merged or consolidated with another association as provided in its Articles, Code of Regulations or Rules and Regulations. Upon such merger or consolidation, the Sub-Association's properties, rights and obligations may, by operation of law, be added to the properties, rights and obligations of the other association as a surviving corporation pursuant to a merger. The surviving or consolidated association may administer the covenants and restrictions established upon any other properties as one scheme. No such merger or consolidation, however, shall affect any revocation, change or addition to the covenants and restrictions established by this Declaration with the existing property except as hereinafter provided.

Developer reserves the right, to remove portions of the Property from the Declaration, provided any such removed property is replatted to conform with the Shoreland Declaration.

Developer shall have the right to assign any and all of the rights reserved to it in this Article II.

Developer on its own behalf as the owner of all of the Property, and on behalf of all subsequent owners, hereby consents to and approves, and each subsequent Owner and his mortgagee by acceptance of a deed conveying such ownership interest, as the case may be, thereby consents to and approves the provisions of this Article II, including without limitation and the generality of the foregoing, and the amendment and modification of this Declaration by Developer in the manner provided in this Article II herein and Article VII herein.

SECTION 3. Changes in Lots.

The Developer reserves the right to make such changes in the boundaries of Lots (including the right to subdivide Lots) with the approval of the governmental authorities having jurisdiction as it deems advisable, provided that no such change may be made if the same would adversely affect the boundaries or the beneficial use and enjoyment of any Lot then owned by persons other than Developer without the written consent of such person and shall be approved by the Board.

ARTICLE III

MEMBERSHIP AND VOTING RIGHTS IN THE ASSOCIATION

SECTION 1. Membership.

Each person or entity who is a record Owner of a fee or undivided fee simple interest in any Lot or Living Unit shall automatically be a Member of the Sub-Association, provided that any such person or entity who holds such interest merely as a security for the payment of money or performance of an obligation shall not be a Member. When more than one person holds such interest or interests, in any Lot or Living Unit, all such persons shall be Members, but for quorum, voting, consenting and all other rights of Membership, such person shall collectively be counted as a single Member, and entitled to one vote for each such Lot or Living Unit, which vote for such Lot or Living Unit shall be exercised as they among themselves deem. Each such Member shall be jointly and severally liable for the payment of the assessments hereinafter provided with respect to such Lot or Living Unit.

SECTION 2. Classes of Memberships and Voting Rights.

The Sub-Association shall have two classes of voting Membership:

CLASS A: Class A Members shall be all Members (with the exception of the Developer until the date referred to below). From and after the date referred to below, the Class A Members shall be entitled to one (1) vote for each Lot or Living Unit owned by them.

CLASS B: The Class B Member shall be the Developer. Until the date referred to below, the Class B Member shall be entitled to all of the votes, provided that the Class B Membership shall cease and become converted to a Class A Membership on the happening of the following event:

Upon the earlier to occur of:

(a) five (5) years from the date of the Declaration filing for Carriage Homes at Shoreland Sub-Association;

(b) when seventy-five percent (75%) of Lots or Living Units in Carriage Homes at Shoreland Subdivision are owned by Members other than the Class B Member;

(c) by the written election of the Class B Member, then
the Class B Member shall be deemed to be a Class A Member and entitled to one (1) vote for each Lot or Living Unit owned by it.

SECTION 3. Articles and Code of Regulations of the Sub-Association.

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The Articles and Code may contain any provisions not in conflict with this Declaration as are permitted to be set forth in such Articles and Code by the non-profit corporation law of the State of Ohio as from time to time in effect.

ARTICLE IV

RESERVED EASEMENTS UPON THE PROPERTY

SECTION 1. Storm Easement Areas.

(a) Declaration of Easement and Rights. Developer hereby declares non-exclusive perpetual easements for storm draining purposes within the local service drainage easement areas shown on the Plat, for the mutual benefit of the Owners of the Lots upon which such easements are located, to utilize the storm drainage facilities within said easements. For purposes of this Declaration, these easements may be utilized by any Owner of a Lot within the Subdivision for the purposes described herein. The Owner of the Lot upon which the local service drainage easement is located is enjoined from committing any act, nor allowing or suffering any person to commit any act, which impedes the purpose of the easement.

SECTION 2. Public Utility Easements.

The Developer does hereby reserve and is granted hereby easements across all Lots for the installation, use and maintenance of all utilities as Developer may determine, including, but not limited to, electrical, gas, T.V. cable, sewer and/or water service lines, provided that such facilities shall not materially impair or interfere with any Living Units.

SECTION 3. Areas of Common Responsibility.

Easements are hereby granted to the Sub-Association so as to enable the Association to carry out its rights and obligations with respect to the Areas of Common Responsibility. Easements are created over the Areas of Common Responsibility and across all Lots to install, maintain, repair, replace and illuminate signs that are for the general benefit of the Property or for the identification of the roads within the Property. The type, size and location of the signs shall be subject to the approval of the Sub-Association and subject to the laws of the City and other governmental authorities having jurisdiction. Easements are hereby created upon, across, over and through the Lots in favor of Developer and the Sub-Association, all Members, and their respective guests, licensees and invitees for pedestrian and vehicular ingress and egress, as the case may be, to and from all Areas of Common Responsibility provided that such easements shall not materially impair or interfere with any Living Units.

SECTION 4. Maintenance Easement.

There is hereby reserved for the benefit of the Sub-Association and its agents, employees, successors, and assigns, an alienable, transferable, and perpetual right and easement to enter upon any portion of the Property for the purpose of plowing driveways, mowing, removing, clearing, cutting or pruning underbrush, weeds, stumps, or other unsightly growth and removing trash and debris in order to maintain reasonable standards of health, fire safety, and appearance within the Property, provided that such easements shall not impose any duty or obligation upon Developer or the Sub-Association to perform any such actions; and provided, further, that in the exercise of its rights hereunder the Sub-Association shall be entitled to be reimbursed by such Member pursuant to a Special Assessment to that Member under Article VI hereof.

(a) Landscaping Easement.

There is hereby reserved in favor of Developer and granted to the Sub-Association, its agents, employees, successors and assigns, an alienable, transferable, and perpetual right and easement upon, over, through and under the Property for ingress, egress, installation, repair and maintenance of all landscaping located on the Lots as provided in Article VII, Section 16 of this Declaration.

(b) Easement for Construction, Alteration, etc.

There is hereby reserved in favor of Developer and the Sub-Association an easement upon such portions of the Property necessary in connection with the construction, alteration, rebuilding, restoration, maintenance and repair of any Living Unit or other structures and improvements within the Property or serving the Property; provided, however, that in the exercise of any rights under this easement, there shall be no unreasonable interference with the use of any Living Unit or other structure or improvement on the Property.

ARTICLE V

COVENANT FOR MAINTENANCE ASSESSMENTS

SECTION 1. Creation of the Lien and Personal Obligation of Assessments.

The Owner of any Lot or Living Unit by acceptance of a deed therefor, whether or not it shall be so expressed in any such deed or other conveyance, shall be deemed to covenant and agree to pay to the Sub-Association:

(a) A monthly assessment to all Owners of Living Units, which shall be adjusted as needed and shall be adequate for the Sub-Association's performance of its functions and responsibilities in accordance with the terms of this Declaration, including the maintenance obligations as provided in Article VII, Section 15 of this Declaration, and such other fees and expenses necessary to accomplish the Association's purposes; and

(b) Special assessments for improvements or other capital expenditures, for emergency, operating, maintenance or repair costs, and for other costs and expenses not anticipated in determining the applicable annual assessment. Each assessment shall be in the same amount for each such Lot or Living Unit. Each Lot or Living Unit of an Owner shall be subject to a lien in favor of the Sub-Association securing any and all unpaid monthly and special assessments, as hereinafter provided. All monthly and special assessments, together with interest as hereinafter provided, shall be a charge upon such Lot or Living Unit and if not paid within thirty (30) days after their due date, the Sub-Association shall have a lien upon the Lot or Living Unit for which such assessment has not been paid. Each such assessment, together with such interest thereon and cost of collection thereof as hereinafter provided, shall also be the personal obligation of the person who was the Owner of such property at the time when the assessment fell due.

(c) The Sub-Association may file in the office of the County Recorder a Certificate of Lien and/or a Notice of Lien to evidence any delinquent assessment or installment, but the Sub-Association shall not be under any duty to file such Lien and its failure or omission to do so shall not in any way impair or affect the Sub-Association's lien and other rights in and against the property and against the Owner of such property.

SECTION 2. Statement of Unpaid Assessments of Charges.

Any prospective grantee or mortgagee of a fee or undivided fee interest in a Lot or Living Unit may rely upon a written statement from the President, Vice President or Treasurer of the Sub-Association setting forth the amount of unpaid assessments of charges with respect to such fee or undivided fee interest. In the case of a sale of any such interest, no grantee shall be liable for, nor shall the interest purchased be subject to a lien for, any unpaid assessments which became due prior to the date of such statement and which are not set forth

in such statement; nor shall the membership privileges of such grantee (or his household or guests) be suspended by reason of any such unpaid assessment. In the case of the creation of any mortgage, any lien of the Sub-Association for unpaid assessments which became due prior to the date of such statement and which are not set forth in such statement shall be subordinate to such mortgage.

ARTICLE VI

PROTECTIVE COVENANTS

SECTION 1. Land Use.

Except in any area of Property specifically identified in the Plat, no industry, business, trade, occupation or profession of any kind whether for commercial, religious, educational, charitable, or other purposes shall be conducted, maintained or permitted on any Lot or in any Living Unit except such as may be permitted by the Sub-Association, and provided that:

(a) The Developer may perform or cause to be performed such work and conduct such activities as are incident to the completion of the development of the Property, to the construction of Living Units, and to the sale or lease of Lots or Living Units, including but not limited to the maintaining of model houses, and sales offices by the Developer. Nothing herein contained shall restrict the right of the Developer to delegate or assign its rights hereunder to an authorized builder, building company or other person, firm or entity.

(b) The Sub-Association, or its agent or representative may perform or cause to be performed any maintenance, repair or remodeling work with respect to any Lot, Living Unit, or Sub-Association responsibility.

(c) An Owner may use a portion of his or her Living Unit for his or her home office or studio, so long as the activities therein shall comply with all governmental regulations and shall not interfere with the quiet enjoyment or comfort of any other Owner and that such use does not result in the Living Unit becoming principally an office, school or studio as distinct from a Living Unit.

SECTION 2. Architectural Control.

No building, porch, patio, deck, fence, wall or other structure, including, without limitation, any structure used for the receipt or transmission of radio or television signals except a television antennae of the type customarily used in residential areas in the immediate vicinity (any satellite dish shall be located only in a rear yard or mounted to a rear elevation of the Living Unit), shall be commenced, erected or maintained upon any Lot or Living Unit except by the Developer, without first obtaining written approval from the Architectural Review Board, nor shall any exterior addition to or change or alteration therein be made until the plans and specifications showing the nature, kind, elevations, shape, heights, materials, colors and location of the same have been submitted to and approved in

writing as to harmony or external design and relocation in relation to surrounding structures and topography by the Architectural Review Board. In the event the Board or its designated committee fails to approve or disapprove such proposed improvements within thirty (30) days after said plans and specifications have been submitted to it, or in any event, if no suit to enjoin the addition, alteration or change has been commenced prior to the completion thereof, approval will not be required and this Article will be deemed to have been fully complied with. Construction of all approved improvements must be commenced within six months of the approval.

SECTION 3. Architectural Review.

The procedures established for architectural control set forth in Section 2 above by the Developer for itself, the Association and the Architectural Review Board to be hereafter established, shall not in any manner conflict with, supersede, abridge or limit the architectural review procedures now existing or hereafter established by the City of Willowick. .

SECTION 4. Traditional Style.

Decks, patios, arbors, trellises, sunshades, storage sheds, gazebos and similar structures must conform to the architectural character of the Living Unit, and require the written approval of the Architectural Review Board as set forth in Section 2 above prior to the installation thereof. No basketball hoops or recreational equipment shall be permitted in the front yard or visible in front yard on the driveway for any multi-family Lot or Living Unit. Forts, swing sets, etc., must be located in the rear yard and outside of any designated set backline, riparian corridor or wetland.

SECTION 5. Drawings and Approvals.

No dwelling, storage shed, wall, swimming pool, deck, mailbox or future alterations and additions to the above shall be erected or placed on any Lot until after the plans and specifications have been approved in writing by the Architectural Review Board, and a copy of such plans and specifications are permanently placed with the Architectural Review Board and Sub-Association. The Architectural Review Boardhas the right to reject designs that are not appropriate for this development. Reasons for not approving the design shall be in writing and mailed to the applicant within fifteen (15) days of receipt of plans and specifications. Plans and specifications shall be submitted to the City of Willowick Building Department as per requirements for building permits. Plans and specifications shall meet the requirements of the City of Willowick Building Department and the Developer. Plans and specifications shall include, size, height, location, style, materials and colors. Plot plans shall be prepared by a Professional Engineer.

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SECTION 6. Fireworks, firearms and hunting.

The sale and use of fireworks and the use or discharge of firearms of any kind whatsoever is strictly prohibited. Hunting of any kind and by any method is also prohibited.

SECTION 7. Fences.

No fences of any size or material will be permitted on any Lot within the Property, except for those fences erected or placed on the Property by the Developer or Sub-Association, or as otherwise approved, in advance by the Architectural Review Board pursuant to the procedure set forth in Section 2 herein.

SECTION 8. Nuisances.

No noxious or offensive activity or any activity constituting an unreasonable source of discomfort or annoyance shall be carried on upon any Lot or Living Unit nor shall anything be done thereon or therein, either willfully or negligently which may be or become an annoyance or nuisance to any other Lot or Living Unit.

SECTION 9. Temporary Structures.

No temporary buildings or structures (including, without limitation, tents, shacks and storage sheds) shall be erected or placed upon any Lot or Living Unit without the prior approval of the Board. No such temporary building or structure nor any trailer, basement, tent, shack, garage, barn or other building shall be used on any Lot or Living Unit at any time as a residence either temporarily or permanently. Nothing herein contained shall prohibit the erection and maintenance of temporary structures as approved by the Developer incident to the development and construction of the Property.

SECTION 10. Street Damage.

No Owner shall damage any streets and/or curbs within the Subdivision or permit any contractor or materialmen to damage said street and/or curbs during the period of any dwelling construction or said Owner shall be personally liable for the cost of repairing such street, and shall hold Developer, its successors and assigns harmless from any liability to any governmental entity for the cost of repairing such street and/or curb.

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SECTION 11. Signs.

No signs of any kind shall be displayed to the public view by the Owner on any Lot or Living Unit except one sign of not more than five (5) square feet advertising the property for sale, and political signs in compliance with all applicable local regulations, or signs used by the Developer or authorized by Developer or the Board to advertise the Property during the construction and sales periods for such Lot.

SECTION 12. Oil and Mining Operations.

Although there are currently no oil and gas operations on the Existing Property, subsurface mineral rights are being reserved to Developer. No oil drilling, oil development operations, oil refining, quarrying or mining operations of any kind shall be permitted upon or in any Lot or Living Unit nor shall oil wells, tanks, tunnels, mineral excavations or shafts be permitted upon or in any Lot or Living Unit. No derrick or other structures designed for use in boring for oil or natural gas shall be erected, maintained or permitted upon any Lot or Living Unit. Notwithstanding the foregoing, gas line easements are permitted as shown on the Plat of the Subdivision.

SECTION 13. Pets.

No livestock, poultry, animals or birds of any kind shall be raised, bred or kept on any Lot or Living Unit except that dogs, cats and other normal household pets may be kept provided that the maximum number of any one species is two (2) and the maximum aggregate number of all pets shall not exceed three (3). No animals shall be kept, bred or maintained for any commercial purposes nor permitted to cause or create a nuisance or disturbance anywhere in the Property. Animals must be restrained by a leash or fence when outdoors.

SECTION 14. Garbage and Refuse Disposal.

No Owner or occupant of any Lot or Living Unit shall deposit or leave garbage, waste, putrid substances, junk or other waste materials on any Lot, Living Unit or on any other part of the Property or on any public street or other public property or in any lake, pond or water course nor permit any other person to deposit any of such materials on any property owned by, or in the possession of, such Owner or occupant. An Owner or occupant of any Lot or Living Unit may keep such garbage and refuse as shall necessarily accumulate from the last garbage and rubbish collection provided any such garbage is kept in sanitary containers which shall be subject to regulation by the Board, which containers and refuse shall be kept from public view, except on the day scheduled for garbage and rubbish collection.

As used in this Section, "waste material" shall mean any material which has been discarded or abandoned or any material no longer in use; and without limiting the generality of the foregoing, shall include junk, waste boxes, cartons, plastic or wood scraps or shavings, waste paper and paper products and other combustible materials or substances no longer in use, or if unused, those discarded or abandoned; metal or ceramic scraps or pieces of all types, glass or other non-combustible materials or substances no longer in use,

of if unused, those discarded or abandoned; and machinery, appliances or equipment or parts thereof no longer in use, or if unused, those discarded or abandoned.

As used in this Section, "junk" shall mean abandoned, inoperable, partially dismantled or wrecked vehicles of any kind, whether motor vehicle, automobile, motorcycle, emergency vehicle, school bus, bicycle, commercial tractor, agricultural tractor, house trailer, truck, bus, trailer, semitrailer, pole trailer, railroad train, railroad car, street car or trackless trolley, aircraft, lighter-than-air-craft, watercraft or any other form of device for the transportation of persons or property; and without limiting the generality of the foregoing, with respect to any automobile or other transportation device of any kind the operation of which requires issuance of a license by the United States Government or any agency thereof or by the State of Ohio or any agency or political subdivision thereof, any such automobile or other transportation device shall be deemed to be junk unless a current valid license has been issued for the operation of such automobile or other transportation device and (if required by law) is displayed upon such automobile or other transportation device.

SECTION 15. Maintenance of Property.

The Sub-Association shall perform or cause to be performed the following maintenance on the Property:

(a). All grassy and landscaped areas of the Property (excluding areas remaining in their natural state) shall be mowed, cut, pruned, trimmed, mulched, fertilized and otherwise maintained on a regular basis, replacing any grass and landscaping as required to keep such areas neat, trimmed and aesthetically pleasing. For purposes of this Section, "landscaping" shall be deemed to mean all permanent plantings such as grass, trees, and shrubs; provided, however that if a shrub or tress requires replacement, the Association shall determine whether to substitute a new plant or like or different kind or type, or whether to replace with grass, beds or otherwise, at such discretion of the Association.

(b). Snow and ice shall be removed from the private driveway of each Living Unit to keep the same reasonably free from such snow and ice as the circumstances may reasonably permit.

SECTION 16. Exterior Maintenance.

The Owner of each family Lot or Living Unit shall provide reasonable exterior maintenance upon each such Lot or Living Unit as follows: paint, repair, replace and care for roofs, gutters, downspouts, exterior building surfaces, drains, catch basins, sewers, traps, driveways (except for lawn and landscape maintenance and the removal of snow and ice from driveways as provided in Article VI, Section 15 of this Declaration), walks and all other exterior improvements. All necessary maintenance of the Living Unit or other permitted structures shall be done in a manner, to conform to the original architectural design. Each Owner of a Lot shall, at his sole costs and expense, repair his Living Unit, keep the same in condition comparable to the condition of such Living Unit at the time of its initial construction, excepting only normal wear and tear.

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If a repair or replacement required of an Owner is not promptly commenced or is not diligently and continuously completed by Owner upon demand for such work by the Sub-Association, the Sub-Association shall have the right, but not the obligation, to commence or complete the repair or replacement and shall charge the Owner for the cost thereof (together with a reasonable charge for the Sub-Association's overhead or administrative costs). If said charge is not paid by the Owner, the Association shall levy a special assessment against the Owner.

SECTION 17. Damage or Destruction of Living Unit.

(a) If all or any portion of a Living Unit is damaged or destroyed by fire or other casualty, it shall be the duty of the Owner thereof, with all due diligence and dispatch, to rebuild, repair or reconstruct such Living Unit in a manner that will substantially restore it to its appearance and condition immediately prior to the casualty. Reconstruction shall be undertaken within six (6) months after the occurrence of the casualty and shall be completed within eighteen (18) months after the occurrence of the casualty, unless prevented by causes beyond the control of the Owner.

(b) PURCHASER acknowledges that one or more structural wall connecting PURCHASER's unit to the adjacent unit(s) shall be a party wall. Each party shall own separately so much of the party wall or party walls as stands upon PURCHASER'S Premises. Each owner shall have the right and easement and agrees to grant the same right and easement to any adjoining wall owner, to use so much of the party wall for any purpose not inconsistent with the joint use thereof, including the right at reasonable times and as reasonably necessary to replace, restore, maintain or improve the party wall. In the event of damage or destruction of the party wall, the owner of the unit from where the causing event originated shall be financially responsible for any repair or replacement thereof. No unit owner shall open a party wall or make structural modifications to a party wall without the express approval of the Carriage Home Association and the adjoining owner.

SECTION 18. Invalidity of Restriction.

If it shall be held that any restriction or restrictions herein or any part of any restriction herein, is invalid or unenforceable, no other restriction or restrictions, or any part thereof, shall be thereby affected or impaired.

SECTION 19. Correction by Sub-Association of Breach of Covenant.

If the Board, after giving reasonable notice to the Owner of the Lot or Living Unit involved and reasonable opportunity for such Owner to be heard, determines by the affirmative vote of two-thirds (2/3) of the authorized number of Trustees that a breach of any protective covenant has occurred and that it is necessary in order to prevent material deterioration of neighborhood property values that the Sub-Association correct such breach, then after giving such Owner notice of such determination by certified mail, the Sub-Association, through its duly authorized agents or employees, shall enter upon the Lot or

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Living Unit involved and correct such breach of covenant by reasonable means. The cost of such correction of a breach of covenant shall be assessed against the Lot or Living Unit upon which such corrective work is done, and shall become a lien upon such Lot or Living Unit and the obligation of the Owner thereof, and immediately due and payable, in all respects as provided in Article VI hereof.

Any Owner of a Lot or Living Unit affected by such a determination of the Board to correct a breach of covenant pursuant to this Section may, within ten (10) days after the date of the mailing of the certified mail notice of such determination, appeal such determination to the membership by sending a Notice of Appeal to the President or Secretary of the Sub-Association by registered or certified mail at the address of such officer as it appears on the records of the Sub-Association at the time of such mailing. No action shall be taken or authorized by the Board pursuant to any such determination until after ten (10) days have elapsed from the date the certified mail notice to the Owner involved was mailed, and, if Notice of Appeal has not been received by the President or Secretary (or other office in the absence of the President or Secretary) within such ten (10) day period, then the Sub-Association may take or authorize the taking of action pursuant to such termination; but if within such period such Notice of Appeal has been received, or if after such period but before the taking of such action a Notice of Appeal is received which has been mailed within such ten (10) day period, then no action shall be taken pursuant to such determination until such determination has been confirmed at a meeting of the Members by the affirmative vote of Members entitled to exercise a majority of the voting power of the Sub-Association, and if there be more than one class of membership, then by the affirmative vote of Members entitled to exercise a majority of the voting power of each class of membership, provided that written notice shall be given to all members at least thirty (30) days in advance of the date of such meeting, stating that such determination and Notice of Appeal will be considered at such meeting.

SECTION 20. Injunctive Relief.

In the event of a breach, or attempted or threatened breach by an Owner of any of the terms, covenants and conditions hereof, the Developer and/or the Sub-Association shall be entitled, forthwith, to full and adequate relief by injunction and/or all such other available legal and equitable remedies from the consequence of such breach, except that no Owner of a Lot may terminate this Declaration with respect to his or her Lot because of such breach, and any deed, lease, assignment, conveyance or contract made in violation of this Declaration shall be void and may be set aside upon petition of Developer and/or the Sub-Association. All costs and expenses (including attorneys fees, which fees shall be based upon the usual, customary and reasonable hourly rate at the time incurred) of any such suit or proceeding shall be assessed against the defaulting Owner and shall constitute a lien, until paid, against the Lot or the interest of such defaulting Owner as of the date it was deeded, leased, signed, conveyed or contracted for in violation of this Declaration. The remedies specified herein shall be cumulative as to each and as to all other permitted at law or in equity. Failure or neglect to enforce the foregoing restrictions, rights or easements shall in no event be construed, taken or held to be a waiver thereof.

SECTION 21. Additional Remedies for Breach of Covenant and Restrictions.

In addition, for each day of any violation of any of the covenants hereinafter the expiration of ten (10) days written notice to the Owner of such alleged violation, there shall be due and payable by the Owner a fine of Fifty and 00/100 Dollars ($50.00) and such fine shall be subject to collection and secured in the same manner as assessments not paid by the Owner under Article VI, hereof.

ARTICLE VII

DURATION. WAIVER AND MODIFICATION

SECTION 1. Duration and Provision for Periodic Modification.

The covenants and restrictions of this Declaration shall run with the land and shall inure to the benefit of and be enforceable by and against the Sub-Association, the Developer and any other Owner and their respective legal representatives, heirs, devisees, successors and assigns until December 31, 2032, after which time, said covenants and restrictions shall be automatically renewed for successive periods of five (5) years each unless modified or canceled, effective on the last day of the then current term or renewal term, at a meeting of the Members by the affirmative vote of Members entitled to exercise a majority of the voting power of the Association, provided that such effective date, and written notice of any scheduled renewal is duly provided to each Owner of a Lot or Living Unit.

The covenants and restrictions of this Declaration may be amended by written instrument signed by no less than two-thirds (2/3) of the Owners of all Lots and Living Units. Any such amendment shall be properly recorded with the Lake County Recorder, or his successor.

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IN WITNESS WHEREOF, Developer, by and through its authorized representative, hereby makes this Declaration on this 28 day of Nov., 2007.

THE MARUCCI GROUP LLC

Richard G. Marucci Member.

By: Richard G. Marucci

040594

STATE OF OHIO)
) ss:
COUNTY OF ~~CUYAHOGA~~) LAKE

BEFORE ME, a Notary Public in and for said County and State, personally appeared the above-named The Marucci Group LLC, by Richard G. Marucci, its sole Member, who acknowledged that he did sign the foregoing instrument and that the same is the free act and deed of The Marucci Group LLC, and the free act and deed of him individually.

IN TESTIMONY WHEREOF, I have set my hand and official seal at Willowick, Ohio, this 28 day of November, 2007.

Notary Public

DEBORA L. FENDER
Notary Public - State of Ohio
My Commission Expires April 18, 2010
Recorded in Summit County

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