

CUYAHOGA COUNTY
OFFICE OF FISCAL OFFICER - 9
DECL 11/20/2015 1:54:13 PM
201511200536

AMENDMENT TO THE
DECLARATION OF CONDOMINIUM OWNERSHIP
FOR
CARRIAGE HILL CHAGRIN CONDOMINIUM

PLEASE CROSS MARGINAL REFERENCE WITH THE DECLARATION OF
CONDOMINIUM OWNERSHIP FOR CARRIAGE HILL CHAGRIN
CONDOMINIUM RECORDED AT VOLUME 11656, PAGE 459 ET SEQ. OF
THE CUYAHOGA COUNTY RECORDS.

AMENDMENT TO THE
DECLARATION OF CONDOMINIUM OWNERSHIP FOR
CARRIAGE HILL CHAGRIN CONDOMINIUM

WHEREAS, the Declaration of Condominium Ownership for Carriage Hill Chagrin Condominium (the "Declaration") was recorded at Cuyahoga County Records, Volume 11656, Page 459 et seq., and

WHEREAS, the Chagrin Falls Town House Association, Inc. (the "Association") is a corporation consisting of all Unit Owners in Chagrin Falls Townhouse Condominium and as such is the representative of all Unit Owners, and

WHEREAS, Declaration Article 9 authorizes amendments to the Declaration, and

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

WHEREAS, the Association has in its records the signed, written consents to the Amendment signed by Unit Owners representing 80% of the Association's voting power as of October 20, 2015, and

WHEREAS, the Association has in its records the power of attorney signed by Unit Owners representing 80% of the Association's voting power authorizing the Association's officers to execute the Amendment on their behalf, and

WHEREAS, attached as Exhibit A is an Affidavit of the Association's President stating that copies of the Amendment will be mailed by certified mail to all mortgagees on the records of the Association once the Amendment is recorded with the Cuyahoga County Recorder's Office, and

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

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

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

DELETE DECLARATION ARTICLE 3, SECTION B(11) entitled, "Rental of Family Units," in its entirety. Said deletion to be taken from Page 5 of the Declaration, as recorded at Cuyahoga County Records, Volume 11656, Page 459 et seq., and as amended at Instrument No. 201210310377.

INSERT a new DECLARATION ARTICLE 3, SECTION B(11) entitled, "Rental of Family Units." Said new addition, to be added on Page 5 of the Declaration, as recorded at Cuyahoga County Records, Volume 11656, Page 459 et seq., is as follows:

(11) Leasing of Units. No Family Unit will be leased, let, or rented, whether for monetary compensation or not, by an Owner to others for business, speculative, investment, or any other purpose. The intent of this restriction is to create and maintain a community of resident Owners, subject to the following:

(a) The above prohibition does not apply to:

(1) Family Units that are occupied by the parent(s) or child(ren) of the Owner(s); or,

(2) any Owner(s) leasing or renting his/her Family Unit at the time of recording of this amendment with the Cuyahoga County Fiscal Office, and who has registered his/her Family Unit as being leased with the Association within 90 days of the recording of this amendment ("Grandfathered Family Unit"), said Owner(s) can continue to enjoy the privilege of leasing that Family Unit, subject to the below restrictions and requirements, until the title to said Grandfathered Family Unit is transferred to a subsequent Owner(s), at which time the Family Unit will no longer be classified as a Grandfathered Family Unit.

(b) To meet a special situation and to avoid a practical difficulty or other undue hardship, each Owner(s) has the right to lease his/her Family Unit to a specified lessee for a one-time period of no more than 24 consecutive months. To exercise this right, the Owner cannot be more than 30 days delinquent in any assessment or other payment due to the Association and the Owner must provide the Board with prior, written notice at least 10 business days prior to the commencement of the lease. If the Owner is more than 30 days delinquent, the Owner may request and receive a one-time hardship exception only with the Board's prior written consent.

(c) In no event can a Family Unit be rented or leased by the Owner(s) for transient purposes, which is defined to mean a rental for any period less than six full, consecutive calendar months, nor rented or leased to any business or corporate entity for the purpose of corporate housing or similar type usage. Sub-leasing of any Family Unit, in whole or in part, is also prohibited.

(d) In addition, the Association has at all times a limited power-of-attorney from and on behalf of any Owner who is more than 30 days delinquent in the payment of any Assessment or charges due the Association to collect the lease/rent payments directly from the delinquent Owner's tenant/renter until such delinquency is paid in full.

(e) Any land contract for the sale of a Family Unit must be recorded with the Cuyahoga County Fiscal Office and a recorded copy of the land contract must be delivered to the Board within 30 days of such recording. Any land contract not recorded is an impermissible lease.

(f) All leases must be in writing. The lessee must abide by the terms of the Declaration, Bylaws, and rules and regulations. When an Owner leases his/her Family Unit, the Owner(s) relinquishes all amenity privileges, but continue(s) to be responsible for all obligations of ownership of his/her Family Unit and is/are jointly and severally liable with the lessee to

the Association for the conduct of the lessee and/or any damage to property. The Owner(s) must deliver a copy of any lease to the Board prior to the beginning of the lease term.

(g) In accordance with Ohio law, the Association may initiate eviction proceedings to evict any tenant, for any violation of the Declaration, Bylaws, rules and regulations, or applicable laws, by the tenant, any occupant of the Family Unit, or the Owner of the Family Unit. The action will be brought by the Association, as the Owner(s)'s agent, in the name of the Owner(s). In addition to any procedures required by State law, the Association will give the Owner(s) at least 10 days written notice of the intended eviction action. The costs of any eviction action, including reasonable attorneys' fees, will be charged to the Owner(s) and the subject of a special assessment against the offending Owner and made a lien against that Family Unit.

(h) The Board may adopt and enforce rules and/or definitions in furtherance, but not in contradiction of the above provisions, including, without limitation, rules to address and eliminate attempts to circumvent the meaning or intent of this Section B(11) and in furtherance of the preservation of Chagrin Falls Town House as an owner-occupied community and against the leasing of Family Units for investment or other purposes. The Board further has full power and authority to deny the occupancy of any Family Unit by any person or family if the Board, in its sole discretion, determines that the Owner of such Family Unit is intending or seeking to circumvent the meaning, purpose, or intent of this Section B(11).

Any conflict between this provision and any other provisions of the Declaration and Bylaws will be interpreted in favor of this restriction on the leasing of Family Units. The invalidity of any part of the above provision does not impair or affect in any manner the validity or enforceability of the remainder of the provision. Upon the recording of this amendment, only Unit Owners of record at the time of such filing have standing to contest the validity of the amendment, whether on procedural, substantive, or any other grounds, provided further that

any such challenge must be brought in the court of common pleas within one year of the recording of the amendment.

The Chagrin Falls Town House Association, Inc. has caused the execution of this instrument this 16 day of November, 2015.

CHAGRIN FALLS TOWN HOUSE ASSOCIATION, INC.

By: Anne Masters
ANNE MASTERS, its President

By: Marilyn Stratton
MARILYN STRATTON, its Secretary

STATE OF OHIO)
)
COUNTY OF Crawford) SS

BEFORE ME, a Notary Public, in and for said County, personally appeared the above named Chagrin Falls Town House Association, Inc., by its President and its Secretary, who acknowledged that they did sign the foregoing instrument, on Page 6 of 9, 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.

I have set my hand and official seal in Chagrin Falls, Ohio, this 16 day of November, 2015.

Michelle Kelley
NOTARY PUBLIC

Place notary stamp/seal here:



MICHELLE KELLEY
Notary Public, State of Ohio
My Comm. Expires Oct. 14, 2019

This instrument prepared by:
KAMAN & CUSIMANO, LLC, Attorneys at Law
2000 Terminal Tower
50 Public Square
Cleveland, Ohio 44113
(216) 696-0650
ohiocondolaw.com

EXHIBIT A

AFFIDAVIT

STATE OF OHIO)
COUNTY OF Crawford) SS

ANNE MASTERS, being first duly sworn, states as follows:

1. She is the duly elected and acting President of the Chagrin Falls Town House Association, Inc.
2. She caused copies of the Amendment to the Declaration to be mailed by certified mail to all mortgagees having bona fide liens of record against any Unit Ownerships of whose mortgage interests notice had been given to the Association.

Anne Masters
ANNE MASTERS, President

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

IN TESTIMONY WHEREOF, I have set my hand and official seal in Chagrin Falls, Ohio, this 16 day of November, 2015.

Michelle Kelley
NOTARY PUBLIC

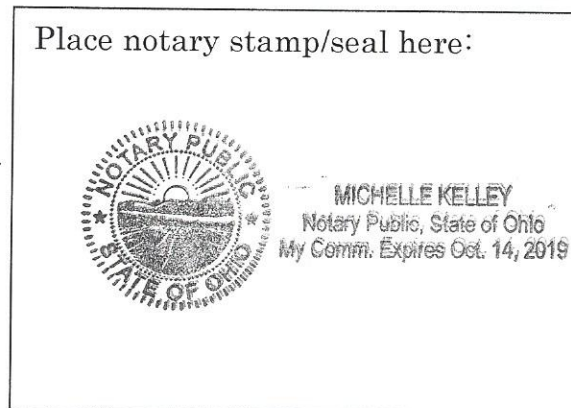


EXHIBIT B

CERTIFICATION OF SECRETARY

STATE OF OHIO)
)
COUNTY OF Geauga) SS

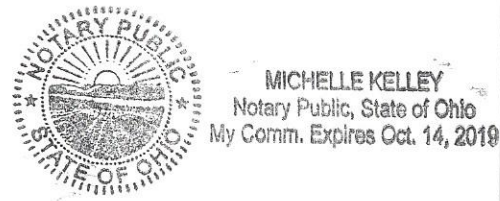
MARILYN STRATTON, the duly elected and acting Secretary of the Chagrin Falls Town House Association, Inc., certifies that there is on file in the Association's records, the names of the following mortgagees who have consented to the proposed Amendment to the Declaration: None.

Marilyn Stratton
MARILYN STRATTON, Secretary

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

IN TESTIMONY WHEREOF, I have set my hand and official seal in Chagrin Falls, Ohio, this 16 day of November, 2015.

Michelle Kelley
NOTARY PUBLIC

Place notary stamp/seal here:


CUYAHOGA COUNTY
OFFICE OF FISCAL OFFICER - 10
DECL 2/28/2013 2:46:30 PM
201302280683

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

PLEASE CROSS MARGINAL REFERENCE WITH THE DECLARATION OF
CONDOMINIUM OWNERSHIP FOR CARRIAGE HILL CHAGRIN
CONDOMINIUM RECORDED AT VOLUME 11656, PAGE 459 ET SEQ. OF
THE CUYAHOGA COUNTY RECORDS.

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

WHEREAS, the Declaration of Condominium Ownership for Carriage Hill Chagrin Condominium (the "Declaration") and the Bylaws of Carriage Hill Chagrin Condominium Owners' Association, Inc. (the "Bylaws"), Exhibit B to the Declaration, were recorded at Cuyahoga County Records Volume 11656, Page 459 et seq., and

WHEREAS, the Chagrin Falls Townhouse Association, Inc. (the "Association") is a corporation consisting of all Owners in Chagrin Falls Townhouse and as such is the representative of all Owners, and

WHEREAS, Declaration Article 9 authorizes amendments to the Declaration and Bylaws, and

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

WHEREAS, the Association has in its records the signed, written consents to the Amendments signed by Owners representing 90% of the Association's voting power as of December 4, 2012, and

WHEREAS, the Association has in its records the power of attorney signed by Owners representing 90% of the Association's voting power authorizing the Association's officers to execute the Amendments on their behalf, and

WHEREAS, attached hereto as Exhibit A is an Affidavit of the Association's President stating that copies of the Amendments will be mailed by certified mail to all mortgagees on the records of the Association once the Amendment is recorded with the Cuyahoga County Recorder's Office, 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 proceedings necessary to amend the Declaration as required by Chapter 5311 of the Ohio Revised Code and the Declaration have in all respects been complied with.

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

OCCUPANCY RESTRICTION

INSERT a new DECLARATION ARTICLE 3, SECTION B(13) entitled, "Occupancy Restriction." Said new addition, to be added on Page 5 of the Declaration, as recorded at Cuyahoga County Records, Volume 11656, Page 459 et seq., is as follows:

(13) Occupancy Restriction. A person who is classified a Tier III or Tier II sexual offender/child-victim offender, or any future equivalent classification, and for whom the County Sheriff or other government entity must provide community notification of the sex offender's residence is prohibited from residing in or occupying a Family Unit or remaining in or on the Condominium Property for any length of time. The classification of a sexual offender/child-victim offender and determination of whether notice is required is made by a court of law pursuant to the Ohio Sex Offenders Act, as may be amended and/or renamed from time to time, or similar statute from another jurisdiction. The Association is not, however, liable to any Owner or occupant, or anyone visiting any Owner 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 Bylaws shall be interpreted in favor of this restriction on the occupancy of Family Units. The invalidity of any part of the above provision shall not impair or affect in any manner the validity or enforceability of the remainder of the provision. Upon the recording of this amendment, only Owners of record at the time of such filing have standing to contest the validity of the amendment, whether on procedural, substantive or any other grounds, provided

further that any such challenge must be brought in the court of common pleas within one year of the recording of the amendment.

COST OF ENFORCEMENT

INSERT a new DECLARATION ARTICLE 18, SECTION D entitled, "Cost of Enforcement." Said new addition, to be added on Page 24 of the Declaration, as recorded at Cuyahoga County Records, Volume 11656, Page 459 et seq., is as follows:

D. Cost of Enforcement. The Board may levy reasonable enforcement assessments if any Owner (either by his or her conduct or by the conduct of any occupant or guest of his or her Family Unit) shall violate any provision of the Declaration, Bylaws, or rules. The Board may also levy reasonable charges for damage to the Common Elements or any part of the Condominium Property for which the Association is responsible to maintain. Said Owner shall pay to the Association, in addition to any other sums due, any enforcement assessments, any charges for damage, and all fees, costs and expenses the Association incurs in connection with the enforcement of any provision of the Declaration, Bylaws, or rules and/or repair of damage, including reasonable attorneys' fees and/or court costs. Said enforcement assessments, charges for damage, fees, costs, and expenses shall be charged as a special assessment against said Owner. The Association, in addition to all other remedies available, shall have the right to place a lien on the estate or interest of said Owner as further explained and set forth in Declaration Article 14, Section D, as amended.

Any conflict between these provisions and any other provisions of the Declaration and Bylaws shall be interpreted in favor of this amendment regarding the cost of enforcement. The invalidity of any part of the above provision shall not impair or affect in any manner the validity or enforceability of the remainder of the provision. Upon the recording of this amendment, only Owners of record at the time of such filing have standing to contest the validity of the amendment, whether on procedural, substantive or any other grounds, provided

further that any such challenge must be brought in the court of common pleas within one year of the recording of the amendment.

INDEMNIFICATION

INSERT a new BYLAWS ARTICLE II, SECTION 11 entitled, "Indemnification of Board Members and Officers." Said new addition, to be added on Page 8 of the Bylaws, Exhibit B of the Declaration, as recorded at Cuyahoga County Records, Volume 11656, Page 459 et seq., is as follows:

Section 11. Indemnification of Board Members and Officers.
The Association must indemnify any current or former Director, or current or former officer of the Association, and/or any of said Director's or officer's respective heirs, executors, and administrators, against reasonable expenses, including attorneys' fees, judgments, decrees, fines, penalties, or amounts paid in settlement, actually and necessarily incurred by him/her in connection with the defense of any pending or threatened action, suit, or proceeding, criminal or civil, to which he/she is or may be made a party by reason of being or having been such Director, or officer, provided it is determined, in the manner set forth below, that (1) such Director or officer was not and is not adjudicated to have been grossly negligent or guilty of misconduct in the performance of his/her duty to the Association; (2) such Director or officer acted in good faith in what he/she reasonably believed to be in, or not opposed to, the Association's best interest; (3) in any criminal action, suit or proceeding, such Director or officer had no reasonable cause to believe that his/her conduct was unlawful; and (4) in case of settlement, the amount paid in the settlement was reasonable.

The above determination required will be made by written opinion of independent legal counsel the Board chooses. Notwithstanding the opinion of legal counsel, to the extent that a Director or officer is successful in defense of any action, suit, or proceeding, or in the defense of any claim, issue, or matter, he/she must, in that event, be indemnified.

(a) Advance of Expenses. The Association may advance funds to cover expenses, including attorneys' fees, with respect to any pending or threatened action, suit, or proceeding prior to the final disposition upon receipt of a request to repay such amounts.

(b) Indemnification Not Exclusive; Insurance. The indemnification provided for in this Section is not exclusive, but is in addition to any other rights to which any person may be entitled under the Articles of Incorporation, the Declaration, these Bylaws, or rules and regulations of the Association, any agreement, any insurance provided by the Association, the provisions of Section 1702.12(E) of the Ohio Revised Code and its successor statutes, or otherwise. The Association must purchase and maintain insurance on behalf of any person who is or was a Director or officer against any liability asserted against him/her or incurred by him/her in such capacity or arising out of his/her status as a Director or officer.

(c) Directors and Officers Liability. The Directors and officers of the Association are not personally liable to the Owners for any mistake of judgment, negligence, or otherwise, except for their own willful misconduct or bad faith. The Association's indemnification includes, but is not limited to, all contractual liabilities to third parties arising out of contracts made on behalf of the Association and every contract or agreement made by any Director or officer will mean that such Director or officer is acting only as a representative of the Association and will have no personal liability, except with respect to any such contracts made in bad faith or contrary to the provisions of the Declaration or these Bylaws and/or as an Owner.

(d) Cost of Indemnification. Any sum paid or advanced by the Association under this Section constitutes a Common Expense. The Board has the power and the responsibility to raise, by special Assessment or otherwise, any sums required to discharge the Association's obligations under

this Section; provided, however, that the liability of any Owner arising out of the contract made by any Director or officer, or out of the aforesaid indemnity in favor of such Director or officer, is limited to such proportion of the total liability as said Owner's pro rata share bears to the total percentage interest of all the Owners as members of the Association.

Any conflict between this provision and any other provisions of the Declaration and Bylaws are to be interpreted in favor of this amendment for the indemnification of the Association's Directors and officers. The invalidity of any part of the above provision will not impair or affect in any manner the validity or enforceability of the remainder of the provision. Upon the recording of this amendment, only Owners of record at the time of such filing will have standing to contest the validity of the amendment, whether on procedural, substantive or any other grounds, provided further that any such challenge will be brought in the court of common pleas within one year of the recording of the amendment.

IN WITNESS WHEREOF, the said Chagrin Falls Townhouse Association, Inc. has caused the execution of this instrument this 27th day of February, 2013

CHAGRIN FALLS TOWNHOUSE ASSOCIATION, INC.

By: Anne Masters
ANNE MASTERS, its President

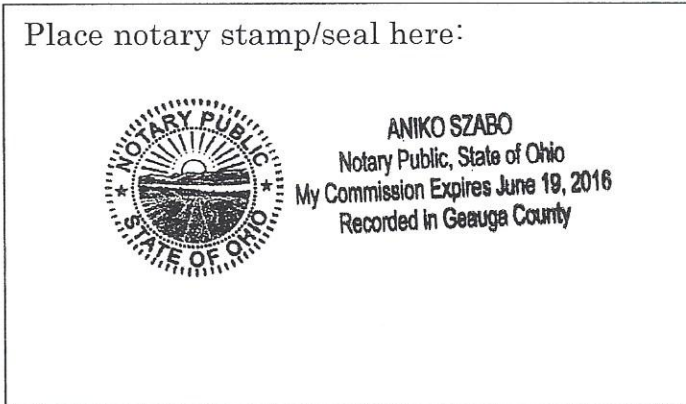
By: Marilyn Stratton
MARILYN STRATTON, its Secretary

STATE OF OHIO)
)
COUNTY OF Geauga) SS

BEFORE ME, a Notary Public, in and for said County, personally appeared the above named Chagrin Falls Townhouse Association, Inc., by its President and its Secretary, who acknowledged that they did sign the foregoing instrument, on Page 7 of 10, 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 Chagrin Falls, Ohio, this 27th day of February, 2013

Aniko Szabo
NOTARY PUBLIC



This instrument prepared by:
KAMAN & CUSIMANO, LLC, Attorneys at Law
2000 Terminal Tower
50 Public Square
Cleveland, Ohio 44113
(216) 696-0650
ohiocondolaw.com

EXHIBIT A

AFFIDAVIT

STATE OF OHIO)
)
COUNTY OF Geauga) SS

ANNE MASTERS, being first duly sworn, states as follows:

1. She is the duly elected and acting President of the Chagrin Falls Townhouse Association, Inc.
2. She caused copies of the Amendments to the Declaration to be mailed by certified mail to all mortgagees having bona fide liens of record against any Family Unit Ownerships of whose mortgage interests notice had been given to the Association.
3. Further affiant sayeth naught.


Anne Masters
ANNE MASTERS, President

BEFORE ME, a Notary Public, in and for said County, personally appeared the above named ANNE MASTERS 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 Chagrin Falls, Ohio, this 27th day of February, 2013.

Aniko Szabo
NOTARY PUBLIC

Place notary stamp/seal here:



ANIKO SZABO
Notary Public, State of Ohio
My Commission Expires June 19, 2016
Recorded in Geauga County

EXHIBIT B

CERTIFICATION OF SECRETARY

The undersigned, being the duly elected and qualified Secretary of the Chagrin Falls Townhouse 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 Declaration.

NONE


MARILYN STRATTON, Secretary

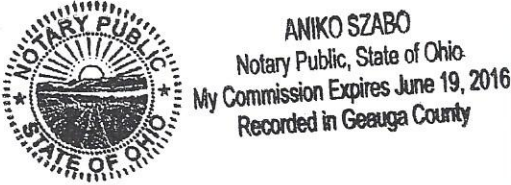
STATE OF OHIO)
) SS
COUNTY OF Geauga)

BEFORE ME, a Notary Public in and for said County, personally appeared the above named MARILYN STRATTON 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 Chagrin Falls, Ohio, this 27th day of February, 2013.


NOTARY PUBLIC

Place notary stamp/seal here:



CUYAHOGA COUNTY
OFFICE OF FISCAL OFFICER - 9
DECL 10/31/2012 11:11:09 AM
201210310377

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

PLEASE CROSS MARGINAL REFERENCE WITH THE DECLARATION OF
CONDOMINIUM OWNERSHIP FOR CARRIAGE HILL CHAGRIN
CONDOMINIUM RECORDED AT VOLUME 11656, PAGE 459 ET SEQ. OF
THE CUYAHOGA COUNTY RECORDS.

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

WHEREAS, the Declaration of Condominium Ownership for Carriage Hill Chagrin Condominium (the "Declaration") and the Bylaws of Carriage Hill Chagrin Condominium Owners' Association, Inc. (the "Bylaws"), Exhibit B of the Declaration, were recorded at Cuyahoga County Records Volume 11656, Page 459 et seq., and

WHEREAS, Section 5311.05(E)(1) of the Ohio Revised Code 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 and Bylaws as permitted by Chapter 5311 of the Ohio Revised Code and the Declaration of Condominium Ownership for Carriage Hill Chagrin Condominium have in all respects been complied with.

NOW THEREFORE, the Declaration of Condominium Ownership for Carriage Hill Chagrin 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) DELETE DECLARATION ARTICLE 8, entitled "Statutory Agent," in its entirety. Said deletion is to be made on Page 9 of the Declaration, as recorded at Cuyahoga County Records Volume 11656, Page 459 et seq.

INSERT a new DECLARATION ARTICLE 8, entitled "Statutory Agent." Said addition, to be made on Page 9 of the Declaration, as recorded at Cuyahoga County Records Volume 11656, Page 459 et seq., is as follows:

8. Statutory Agent.

The person to receive service of process for the Association shall be as designated by the Board. This designation will be accomplished by filing with the Ohio Secretary of State the required statutory agent designation form.

(5) INSERT a new DECLARATION ARTICLE 18, SECTION C, entitled "Enforcement Assessments." Said new addition, to be added on Page 24 of the Declaration, as recorded at Cuyahoga County Records Volume 11656, Page 459 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.

(6) INSERT a new 2nd PARAGRAPH to the end of DECLARATION ARTICLE 14, SECTION D, entitled "Lien of Association." Said new addition, to be added on Page 15 of the Declaration, as recorded at Cuyahoga County Records Volume 11656, Page 459 et seq., is as follows:

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

(7) INSERT a new 2nd PARAGRAPH to the end of DECLARATION ARTICLE 3, SECTION B(11), entitled "Rental of Family Units." Said new addition, to be added on Page 5 of the Declaration, as recorded at Cuyahoga County Records Volume 11656, Page 459 et seq., is as follows:

In accordance with Ohio law, the Association may initiate eviction proceedings to evict any tenant, for any violation of the Declaration, Bylaws, rules and regulations, or applicable laws, by the tenant, any occupant of the Family Unit, or the owner of the Family Unit. The action shall be brought by the Association, as the Owner(s)'s agent, in the name of the Owner(s). In addition to any procedures required by State law, the Association shall give the Owner(s) at least 10 days written notice of the intended eviction action. The costs of any eviction action, including reasonable attorneys' fees, shall be charged to the Owner(s) and shall be the subject of a special Assessment against the offending Owner and made a lien against that Family Unit.

(8) INSERT a new 2nd PARAGRAPH to the end of DECLARATION ARTICLE 14, SECTION A, entitled "General." Said new addition, to be added on Page 14 of the Declaration, as recorded at Cuyahoga County Records Volume 11656, Page 459 et seq., is as follows:

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

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

(9) INSERT a new DECLARATION ARTICLE 18, SECTION D, entitled "Suspended Rights." Said new addition, to be added on Page 24 of the Declaration, as recorded at Cuyahoga County Records Volume 11656, Page 459 et seq., is as follows:

D. Suspended Rights. In accordance with Ohio Revised Code Section 5311.081(B)(18), when a Owner is delinquent in the payment of assessments for more than 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.

(10) INSERT a new 2nd PARAGRAPH to the end of BYLAWS ARTICLE IV, SECTION 6, entitled "Special Services." Said new addition, to be added on Page 14 of the Bylaws, Exhibit B of the Declaration, as recorded at Cuyahoga County Records Volume 11656, Page 459 et seq., is as follows:

In accordance with Ohio Revised Code Section 5311.081(B)(15), the Board may impose reasonable charges to the 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.

(11) INSERT a new DECLARATION ARTICLE 3, SECTION B(12), entitled "Owner/Resident Information." Said new addition, to be added on Page 5 of the Declaration, as recorded at Cuyahoga County Records Volume 11656, Page 459 et seq., is as follows:

(12) Owner/Resident Information. In accordance with Ohio Revised Code Section 5311.09(A)(2) and (3), each Owner shall, within 30 days of the recording of this Amendment or within 30 days of title transferring to the Owner, provide to the Association the 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 Family Unit as an agent of that Owner. Any change in the information shall be provided to the Board, in writing, within 30 days of said change.

(12) INSERT a new 4th SENTENCE to the end of BYLAWS ARTICLE II, SECTION 7, entitled "Quorum; Adjournment." Said new addition, to be added on Page 7 of the Bylaws, Exhibit B of the Declaration, as recorded at Cuyahoga County Records Volume 11656, Page 459 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 V, SECTION 2, entitled "Preparation of Estimated Budget." Said new addition, to be added on Page 16 of the Bylaws, Exhibit B of the Declaration, as recorded at Cuyahoga County Records Volume 11656, Page 459 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 BYLAWS ARTICLE II, SECTION 10, entitled "Powers and Duties." Said new addition to be added on Page 8 of the Bylaws, Exhibit B of the Declaration, as recorded at Cuyahoga County Records Volume 11656, Page 459 et seq., is as follows:

Section 10. Powers and Duties. 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:

(a) Hire and fire managing agents, attorneys, accountants, and other independent contractors and employees that the Board determines are necessary or desirable in the management and/or operation of the Condominium Property and the Association;

(b) 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 Owners and relates to matters affecting the Condominium Property;

(c) Enter into contracts and incur liabilities relating to the operation of the Condominium Property;

(d) Adopt rules that regulate the use or occupancy of Family Units, the maintenance, repair, replacement, modification, and appearance of Family Units, Common Elements, and Limited Common Elements when the actions regulated by those rules affect Common Elements or other Family Units;

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

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

(g) Enter a Family Unit for bona fide purposes when conditions exist that involve an imminent risk of damage or harm to Common Elements, another Family Unit, or to the health or safety of the occupants of that Family Unit or another Family Unit;

(h) Purchase insurance and fidelity bonds the Board considers appropriate or necessary; and

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

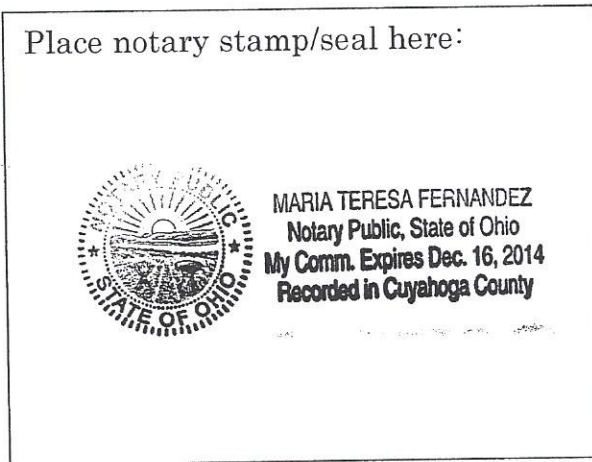
(15) Any conflict between the above provisions and any other provisions of the Declaration and Bylaws shall be interpreted in favor of the above amendments. The invalidity of any part of the above provision shall not impair or affect in any manner the validity or enforceability of the remainder of the provision. Upon the recording of these amendments, only Owners of record at the time of such

STATE OF OHIO)
)
COUNTY OF Cuyahoga) SS

BEFORE ME, a Notary Public, in and for said County, personally appeared the above named Chagrin Falls Town House Association, Inc., by Anne Masters, its President, who acknowledged that she did sign the foregoing instrument, on Page 8 of 9, 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 Chagrin Falls, Ohio, this 25 day of October, 2012.


NOTARY PUBLIC



This instrument prepared by:
KAMAN & CUSIMANO, LLC., Attorneys at Law
2000 Terminal Tower
50 Public Square
Cleveland, Ohio 44113
(216) 696-0650

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 Chagrin Falls Town House Association, Inc. has caused the execution of this instrument this _____ day of _____, 2012.

CHAGRIN FALLS TOWN HOUSE ASSOCIATION, INC.

By: Anne Masters, its President
ANNE MASTERS, its President

[THIS SPACE LEFT BLANK INTENTIONALLY.]

CUYAHOGA COUNTY RECORDER
PATRICK J. OMALLEY - 3
DECL 03/16/2006 01:06:16 PM
200603160562

AMENDMENT TO
BY-LAWS
OF
CHAGRIN FALLS TOWNHOUSE ASSOCIATION, INC.

(Formerly known as Carriage Hill Chagrin Condominium Owners' Association, Inc.)

Ellen Ferrone, Vice President, and Nancy Campbell, Secretary of the Chagrin Falls Townhouse Association, Inc., an Ohio nonprofit corporation, do hereby certify that a meeting of the voting members of the said Association was called and held for the purpose of adopting a resolution of amendment of the By-laws on the 28th day of November, 2005 at which all members were present and by receipt of 100% of voting members' ballots in favor of the amendment, a resolution of amendment was adopted:

RESOLVED: That By-Laws of the Chagrin Falls Townhouse Association, Inc., Article II, Section 1, entitled, "Number and Qualification" is modified. Said modification, to be made on Page 5 of the By-laws, Exhibit B of the Declaration, as recorded at Cuyahoga County Records is modified to read as follows:

Section 1. Number and Qualification. The Board of Directors shall consist of three (3) persons, except as otherwise provided, all of whom must be owners or persons who could be heirs-at-law of the owner under the Ohio statutes of descent and distribution and occupiers of a unit. For two years following filing the Declaration, if Westchester Estates Inc. which together with its successors and assigns is herein called "Westchester" shall own any units, no less than one member of the Board shall be designated by it who need not be an owner or occupier of a unit. For such period any nominees of Westchester, if elected to the Board of Directors, need not be owner or occupier of units. 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 fourth member of the Board of Directors. Such representative need not be an owner or occupier of a unit.

RESOLVED: That the Vice President and Secretary are hereby authorized and directed to execute the necessary amendments to corporate records and institute proper filing of Certificate of Amendment or other documents with the Secretary of State necessary to reflect the afore described changes.

IN WITNESS WHEREOF, said Ellen Ferrone, Vice President, and Nancy Campbell, Secretary of the Chagrin Falls Townhouse Association, Inc. setting for and on behalf of said corporation, have subscribed their names this 15 day of ~~January~~ Feb 2006.

CHAGRIN FALLS TOWNHOUSE ASSOCIATION, INC.

BY: Ellen Ferrone
ELLEN FERRONE, Vice President

BY: Nancy Campbell
NANCY CAMPBELL, Secretary

STATE OF ~~OHIO~~ FL)
)
COUNTY OF ~~CUYAHOGA~~ Collier) SS

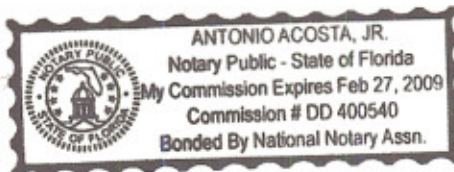
Before me, a Notary Public in and for said county and state, personally appeared the above named ~~Ellen Ferrone and~~ Nancy Campbell who did acknowledge to me that the foregoing instrument was signed by said persons and that the same was their free act and deed.

15th IN WITNESS WHEREOF, I have hereunto set my hand and official seal at ~~Chagrin Falls, Ohio~~ Collier County, FL, the 15th day of ~~January~~ Feb 2006.

Antonio Acosta, Jr.
Notary Public

This Instrument prepared by:

David E. Griffiths
Woodward & Griffiths
50 East Washington Street
Chagrin Falls, Ohio 44022
(440) 247-5585



STATE OF OHIO)
)
COUNTY OF CUYAHOGA) SS

Before me, a Notary Public in and for said county and state, personally appeared Ellen Ferrone who did acknowledge to me that the foregoing instrument was signed by said person and that the same was her free act and deed.

IN WITNESS WHEREOF, I have hereunto set my hand and official seal at Chagrin Falls, Ohio, the 24th day of February 2006.

Cindy Stephenson
Notary Public



CINDY E. STEPHENSON
Notary Public
In and for the State of Ohio
Cuyahoga County
My Commission Expires
August 29, 2009

Originally recorded at Cuyahoga County Records on July 26, 1966; Volume 11841;
Pages 113-173; AFN#196607260192

CUYAHOGA COUNTY RECORDER
200603160562 PAGE 3 of 3