

**AMENDED AND RESTATED  
DECLARATION OF COVENANTS,  
RESTRICTIONS AND EASEMENTS  
CAMBRIDGE COLONY HOMEOWNERS' ASSOCIATION**

("Declaration")

This Amended and Restated Declaration for **CAMBRIDGE COLONY HOMEOWNERS' ASSOCIATION** (hereinafter "Declaration") is made and executed in Cuyahoga County, Ohio, by **CAMBRIDGE COLONY HOMEOWNERS' ASSOCIATION, Inc.** an Ohio not for profit corporation (hereinafter "Association.")

**RECITALS:**

The Declaration for **CAMBRIDGE COLONY HOMEOWNERS' ASSOCIATION Inc.** was originally recorded on October 29, 1986 in Volume 86-7052, Page 58 of the Cuyahoga County Records by Ancrist Development Company, an Ohio corporation located in Strongsville, which together with its successors and assigns is hereinafter referred to as the "Corporation" or "Developer".

**WHEREAS**, the Corporation was owner in fee simple of certain real estate situated in the City of Strongsville, County of Cuyahoga and State of Ohio, which is more fully described in Exhibit A attached hereto and made a part hereof (the "Premises"); and

**WHEREAS**, the Premises are a part of that certain larger tract of land known as the High Point Development in Strongsville, Ohio, upon which High Point Development a Declaration of Covenants and Restrictions was imposed as recorded in Volume 14414, Page 677 of Cuyahoga County Records (the "High Point Declaration"). Pursuant to such High Point Declaration, there was created the High Point Association, an Ohio not-for-profit corporation to administer and exercise the functions and powers set forth in the HighPoint Declaration. Under the By-Laws of the High Point Association, said Association may delegate the performance of its functions and powers as they relate to specific portions of the High Point Development; and

**WHEREAS**, the Corporation desired to develop the Premises as Single Family Detached and Cluster Dwellings, under Section 1125.60 of the Zoning Code of the City of Strongsville, Ohio; and

**WHEREAS**, the Corporation, for its own benefit, and for the benefit of all future owners, mortgagees and occupants of said Premises or any part thereof, established the rights, easements, privileges and restrictions hereinafter set forth with respect to said Premises and the use, conduct and maintenance of the Common Properties located therein (the within rights, easements, privileges and restrictions being in addition to, and not in lieu of, any of the rights, easements, privileges and restrictions created upon the Premises by reason of the High Point Declaration).

**NOW, THEREFORE**, Developer declared that the Property, and the other property added to and subjected to this Declaration by Subsequent Amendment (hereafter defined), shall be owned, held, transferred, sold, conveyed, used, and occupied subject to the covenants, conditions, restrictions, easements, assessments, charges and liens (collectively, the "Covenants and Restrictions") provided in this Declaration, which Covenants and Restrictions shall run with the land and shall be binding on and inure to the benefit of all Persons (hereafter defined) having any right, title or interest in or to any part of the Property, or any other property as may by Subsequent Amendment be added to and subjected to this Declaration, and their respective heirs, personal representatives, successors and assigns; and,

**FURTHER**, Covenant and agree that, subject to the rights reserved to the Developer under the Declaration of Covenants and Restrictions and By-Laws of High Point Association and in Articles III and IV hereof, the Common Areas, as hereinafter defined, which are located within the Premises, shall, at all times during the term of this Declaration, remain and be used solely as common open space and for recreational purposes for the non-exclusive use of the Cluster Site Owners within the High Point Development, provided, however, that Developer may construct, install, use and maintain storm sewers and/or swales within the Common Area; and

**FURTHER**, Reaffirm and acknowledge that the Declaration of Covenants and Restrictions and By-Laws of High Point Association for High Point, Strongsville, Ohio, as recorded in Volume 14414, Page 677 of Cuyahoga County Records is incorporated herein by reference and made a part hereof as fully as if set forth herein at length and all of the terms, conditions and provisions therein, except as expressly amended herein, shall be and are binding upon and inure to the benefit of the Premises of Developer, its successors and assigns.

## ARTICLE I

### IMPOSITION OF RESTRICTIONS

In addition, High Point Association does hereby agree that the Cambridge Colony Homeowners' Association, as hereinafter provided, shall administer and exercise all of the functions and powers set forth in the Declaration and By-Laws of the High Point Association as same relate solely and only to the Premises, the Cluster Sites and housing Living Units constructed thereon and the Common Areas located exclusively in the Premises, solely at the cost of the Cambridge Colony Homeowners' Association

The Developer has created and granted or may create and grant easements for the installation and maintenance of sanitary sewers, storm sewers, drainage and swales to the City of Strongsville.

No structures (including, but not limited to, sidewalks and driveways), plantings or other materials shall be placed or permitted to remain within such easement areas which may damage or interfere with the installation and/or maintenance of such improvements in such easement areas or which may change, retard or increase the flow of water through the respective easement areas; the easement areas and all improvements therein shall be maintained continuously by the Association unless those easement areas are accepted by the City of Strongsville and which the City of Strongsville has formally undertaken to maintain. The City of Strongsville shall have the right to enter upon and across each Cluster Site at any place that the City deems necessary in order to install or maintain, or to perform any other function or operation in accordance with such easements.

## ARTICLE II

### DEFINITIONS

Section 1. "Association" shall mean and refer to the Cambridge Colony Homeowners' Association, an Ohio not-for-profit corporation, its successors and assigns.

Section 2. "Cluster Site Owner" shall mean and refer to the record owner, whether one or more persons or entities, of fee simple title to any Cluster Site which is a part of the Premises, but excluding those persons having such interest merely as security for the performance of an obligation.

Section 3. "Premises" shall mean and refer to that certain real property hereinbefore described in Exhibit A, and any and all additional premises as may be submitted to the within Declaration by Developer as hereinafter provided in Article III hereof.

Section 4. "Common Area" shall mean and refer to those areas of land within the

Premises, if any, which are intended to remain as open areas and buffer zones for the common use, benefit and enjoyment of all Cluster Site Owners and which are designated by the term "Common Area", "Common Properties" or any phrase containing those words on any subdivision plat filed upon the Premises. All Cluster Sites abut on publicly dedicated and accepted streets.

Section 5. "Cluster Site" shall mean and refer to any **sublot** (whether or not improved with a house) shown upon any recorded subdivision plat of the Premises with the exception of the Common Areas. Each Cluster Site shall have a separate permanent parcel number assigned to it by the Cuyahoga County Auditor for tax purposes after recording of the deed to a purchaser from Developer.

Section 6. "Member" shall mean and refer to every person or entity who holds membership in the Cambridge Colony Homeowners' Association, pursuant to the By-Laws of the Association. Each person or entity who is a record Owner of a fee or undivided fee simple interest in any Cluster Site shall automatically be a Member of the Association, provided that any such person or entity who holds such interest merely as security for the payment of money or performance of an obligation shall not be a Member.

Section 7. "Articles of Incorporation" and "By-Laws" shall mean the Articles of Incorporation and By-Laws of the Association. The Articles of Incorporation and By-Laws of the Association may contain any provisions not in conflict with this Declaration or any Supplemental Declaration as are permitted to be set forth in such Articles and By-Laws by the nonprofit corporation law of the State of Ohio as from time to time in effect.

Section 8. "City" shall mean the City of Strongsville, a municipal corporation organized and existing under the laws of the State of Ohio. It is specifically acknowledged by all parties to these Covenants and Restrictions that the "City" is a third-party beneficiary to these Covenants and Restrictions and has the same authority to administer and enforce these Covenants and Restrictions as they relate to the Common Areas, storm sewers and swales, as more fully set out herein, as does the Association or Developer. The City, as a third-party beneficiary to these Covenants and Restrictions and by giving its approval to these documents, shall in no way be deemed to have waived any of its zoning, building or other requirements of ordinances or general law which requirements shall still be binding upon the Premises if they are more restrictive than the requirements set out within these Covenants and Restrictions.

Section 9. The terms "he", "she", "his", "hers" shall be inclusive of the masculine or the feminine as appropriate, and the singular shall include the plural, and the plural shall include the singular.

Section 10. "Living Unit" shall mean and refer to any building situated within the properties, designed and intended for use and occupancy as a residence by a single family.

### **ARTICLE III**

#### **STRUCTURE OF ASSOCIATION**

The Association may be merged or consolidated with another Association as provided in its Articles, By-Laws or Rules and Regulations. Upon such merger or consolidation, the Association's properties, rights and obligations may, by operation of law, be added to the properties, rights and obligations of the 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. No such merger or consolidation, however, shall affect any revocation, change or addition to the covenants and restrictions established by this Declaration within the existing property except as hereinafter provided.

### **ARTICLE IV**

#### **OWNERSHIP, USE AND MANAGEMENT OF THE COMMON AREAS**

**Section 1.** Every Member shall have a non-exclusive right and easement of enjoyment and use of any Common Area which is owned by the Association for use as open space and/or green belt purposes and for recreational purposes, and such easement shall be appurtenant to and shall pass with the title to every Cluster Site, subject to the following provisions:

- A. The right of the Association to make reasonable rules and regulations regarding the use of the Common Area by the Members and other persons entitled to such use.
- B. The right of the Association to suspend a Member's voting rights and right to use of the Common Area (i) for any period during which any assessment against such Member's Cluster Site remains unpaid, or (ii) for a period not to exceed thirty (30) days, for an infraction of the Association's published rules and regulations by such Member or his family, guests, or tenants.
- C. The right of the Association to dedicate or transfer all or any part of the Common Area to any public agency, public authority or utility for such purposes and subject to such conditions as may be agreed to by the Board of Trustees of the Association.
- D. No use shall be made of the Common Area in violation of the provisions of the High Point Declaration.

**Section 2.** The right of use and enjoyment of the Common Area shall not commence as to any Cluster Site Owner, his guests, family and tenants until such Cluster Site Owner commences paying assessments pursuant to Article V.

## ARTICLE V

### COVENANT FOR MAINTENANCE AND ASSESSMENTS

Section 1. The Association shall have the duty to maintain all Common Areas, including storm sewers and swales contained within. Maintenance shall include, but not be limited to, painting, repairing, replacing, removing and caring for all appurtenances, exterior and interior building surfaces, trees, shrubs, grass areas, driveways, walls, concrete, and other improvements in and/or on the Common Areas. However, in the Association's discretion, it need not replace any trees located in any Common Area which may be damaged, or which may present a hazard. The Association shall have the duty to provide lawn service (cutting, trimming and edging of lawns in the front and back yards) and the trimming of shrubs and bushes located in the front yards for each Cluster Site (excluding trees). The Association shall have the duty to provide services to remove snow from the driveway and path leading to the front door of each Cluster Site, as deemed necessary.

Section 2. Each Cluster Site Owner shall maintain, including repair, removal and replacement, the exterior of the Living Unit on the Cluster Site, including all windows, skylights, and glass, all dead, damaged or fallen trees, all exterior lighting fixtures, exterior light bulbs, siding, trim, gutters, roof and/or roof shingles, foundation, outside concrete, sewer maintenance (plugged sewers), gas and electric service lines, exterior cooling and heating units and heat pumps, privacy fences and decks, at Cluster Site Owner's own cost and expense. In the event that a Cluster Site Owner fails to maintain such as herein provided after request by the Association, the Association may make such repairs, removal or replacements or painting, and the Cluster Site Owner shall reimburse the Association on demand, with interest not to exceed the highest prime rate then being charged in Cuyahoga County, Ohio, per annum until paid. Any such disbursement by the Association shall be deemed to be a Special Assessment subject to the provisions of Section 3 hereof.

- A. The Cluster Site Owner shall paint front entrance doors, garage doors, and necessary door trim and shutters as needed (approximately every 3 years) at Cluster Site Owner's expense. Any changes to a Cluster Site Owner's Living Unit for roof shingle color, siding color/type, garage door style and/or color, and lamp post and outdoor lighting fixtures must first be approved by the Trustees who will then identify options. Once this has been decided, the options will be voted upon by the Members of the Association with a 75% approval on the new standard. The Cluster Site Owner shall be permitted to purchase a replacement exterior front door of his choosing with the stipulation that it does not distract from the architecture of the Living Unit or the continuity of the other Living Units on the Premises. The Cluster Site Owner will have the option of painting his exterior front door and shutters, if applicable, one of 4 colors (check with the Trustees for any updates and choices). Garage door must be painted white and, if replacing the garage door, it must conform to the existing design and standard of the overhead garage doors and be white in color.

- B. Prior to making any changes to remodel a Cluster Site Owner's Living Unit's exterior or to make any addition to the Living Unit changing its appearance, it is mandatory to first contact the Association. An Architectural Review form must be completed and submitted with plans or drawings to the Trustees for approval of 75% of the Association Members. Once approved by the Association, the form must then be presented to High Point Association for review and approval. Only upon approval of both Cambridge Colony Homeowners' Association and High Point Association can the Cluster Site Owner proceed with the plans.
- C. In the event the Cluster Site Owner alters or makes changes/improvements to any Common Area that abuts his Cluster Site or is adjacent or behind his Cluster Site, notwithstanding the Covenants of High Point, which state in part: "Greenbelt areas benefit all residents and are maintained in a natural state. Residents may not dispose of landscape debris in common areas. Homeowners are NOT permitted to clear greenbelt areas or cut down trees. Weapons may not be discharged in the city, including common areas. Paintball guns and BB guns are illegal, and violators are subject to arrest. Forts and other structures may not be built in common areas." it will be the responsibility of the Cluster Site Owner or any subsequent Cluster Site Owner to maintain any such improvements, i.e., shrubbery, plantings, flowers, etc.
- D. The Cluster Site Owner shall be responsible for the removal and replacement of any dead or damaged shrubbery and/or trees on their front Cluster Site pursuant to Article 6 below.

Section 3. The City, as a Third-Party beneficiary, may, although under no obligation or duty to do so, compel compliance with Sections 1 or 2 of this Article as the City deems necessary, by Court action or any other means.

Section 4. Each Cluster Site Owner, by acceptance of a deed therefor, whether or not it shall be so expressed in any such deed or other conveyance, is deemed to covenant and agree to pay the Association "Annual Assessments" and "Special Assessments", such assessments to be fixed, established and collected from time to time as hereinafter provided. Annual Assessments are reviewed at the Annual Meeting each year, and Cluster Site Owners will be advised via United States mail, postage prepaid, of any changes in the Annual Assessments. The Annual Assessments and Special Assessments, together with any interest thereon and costs of collection thereof as hereinafter provided, allocable to each Cluster Site, shall be a charge on such Cluster Site and shall be a continuing lien upon the Cluster Site against which each such assessment is made until paid in full, but such lien shall be inferior to any prior recorded, valid, first-lien mortgage and/or vendor's lien. Each such assessment, together with such interest, costs and reasonable attorney fees, shall also be the personal obligation of the person who was the Cluster Site Owner at the time when the assessment or charge fell due. Such personal obligation shall not pass to his successors in title unless

expressly assumed by them; but, nevertheless, the lien above mentioned arising by reason of such assessment shall continue to be a charge and lien upon the Cluster Site as above provided.

Each Cluster Site Owner agrees, upon request of the Association, to execute and deliver to the Association in recordable form a mortgage covering the Cluster Site owned by him, subject only to a prior recorded valid first-lien mortgage and/or vendor's lien, to secure such assessment lien. In any event, such lien for nonpayment of assessments or charges may be enforced by the Association, in accordance with the provisions of law applicable to the exercising of powers of sale or foreclosure of mortgages or in any manner permitted by law. In any such foreclosure or sale, the Cluster Site Owner shall be required to pay the costs and expenses of such sale and other proceedings, including reasonable attorney fees.

**Section 5.** All assessments levied and collected by the Association shall be used exclusively for the purposes of:

- A. Effecting repairs, replacements, operation and maintenance of the items set forth in Article V, Section 1 hereof. The Association may contract with any person or entity for the performance of all or any portion of the duties of the Association provided herein;
- B. Paying *ad valorem* and other property taxes and assessments levied on any Common Area;
- C. Obtaining utility services for the Common Area;

It shall be the responsibility of the Association to provide such services for the benefit of the Cluster Site Owners, but only to the extent of the funds received by it from the aforesaid Annual and/or Special Assessments. In providing such services, the Association shall have the sole discretion as to when and to what extent and in what manner such services are to be provided. In addition, the Association shall be authorized and entitled to exercise and perform all of the functions, duties and powers delegated hereto by the High Point Association as same relate to the Premises.

**Section 6.** The Annual Assessments provided for herein shall commence as to each Cluster Site on the first day of the calendar month following the conveyance of the Cluster Site to the Cluster Site Owner. The Association shall, upon request of a Cluster Site Owner at any time, furnish a certificate in writing signed by an officer of the Association setting forth whether the assessment on the Cluster Site owned by such Owner has been paid. A reasonable charge may be made by the Association for the issuance of these certificates. Such certificate shall be conclusive evidence of payment of any assessment therein stated to have been paid. The assessment for each Cluster Site shall be the same for all Cluster Sites irrespective of differences in size of the Cluster Site or houses constructed thereon.

**Section 7.** Any assessment which is not paid within ten (10) days after due shall be



delinquent, and shall bear interest from the due date thereof at an interest rate not to exceed the highest prime rate currently being charged in Cuyahoga County, Ohio (but in no event higher than the highest rate which may be legally charged) per annum. The Association shall be entitled to bring an action at law against the Cluster Site Owner personally obligated to pay same and/or to foreclose the lien against the Cluster Site; and interest, costs and reasonable attorneys' fees for such action shall be added to the amount of such assessment and be secured by the lien against the Cluster Site. No Cluster Site Owner may waive or otherwise escape liability for the assessments provided for herein by non-use of the Common Area or abandonment of his Cluster Site.

**Section 8.** No diminution or abatement of assessments shall be allowed or claimed for inconvenience or discomfort arising from the making of repairs or improvements to the Common Area or from any action taken to comply with any law, ordinance or order of a governmental authority.

**Section 9.** The Association shall have the right to cause written notice of delinquency in payment of assessments to be mailed to the mortgagee of record, if any, of the Cluster Site on which assessments have not been paid. Such notice shall be deemed sufficient if mailed postage prepaid to said mortgagee at the last known address thereof as indicated on the recorded mortgage, within fifteen (15) days after due date of said assessment.

**Section 10.** After the transfer of title to the Common Area to the Association, the City shall have the right but not the obligation to impose any special assessments for improvements made by the City which would otherwise be a lien on the Common Area, on the Cluster Sites within the Development area or the real property on which said Cluster Sites are located, on an equitable basis to be determined by the City.

**Section 11.** The following property shall be exempted from the assessments and liens created herein:

- A. All properties to the extent of any easement or other interest therein dedicated and accepted by the City of Strongsville and devoted to public use.
- B. All properties of the City of Strongsville exempted from taxation by the laws of the State of Ohio, upon the terms and to the extent of such legal exemption.

## **ARTICLE VI**

### **RESTRICTIONS ON USE BY CLUSTER SITE OWNER**

No building, fence, hedge, garage, driveway, parking area, shed, wall or other structure or improvement shall be constructed and/or expanded except with the prior written consent of 75% of the Cluster Site Owners. No other porches, decks, awning, shutters, patios, trim, or other attachment, improvement or appurtenance to the house shall be constructed and/or expanded upon

any Cluster Site except with the prior written consent of 75% of the Cluster Site Owners. The exterior color of the house, shutters and/or trim, the color and material of the roof shingles, overhead garage doors, front lamp posts and lights on the fronts of the garage and front entry shall not be changed except with prior written consent of 75% of the Cluster Site Owners. The Trustees will maintain on record the available standards to be used for maintenance, replacement or repair of the aforesaid. Further, in order to maintain continuity and integrity of the neighborhood, the front yard landscaping shall not be changed dramatically in material or design, except with the Association's prior approval. In the event that any designated trees and or shrubbery dies or becomes overgrown or presents a danger and is removed from the front yard of the Cluster Unit, the Cluster Site Owner must replace the removed tree or shrubbery with a space appropriate planting if possible. The Cluster Site Owner must check with the Trustees prior to any replacement pursuant to the Rules & Regulations of the Association.

## **ARTICLE VII**

### **INSURANCE**

Each Cluster Site Owner shall maintain at least a homeowner's Class 3 policy of fire and extended coverage hazard insurance (with a malicious mischief and vandalism endorsement if the Living Unit would ever be rented/leased) upon the Living Unit located upon on the Cluster Site, plus any landscaping on the Cluster Site, with replacement cost endorsement, in an amount not less than ninety percent (90%) of the full insurable value of such Living Unit. Said policy shall include public liability insurance upon the Cluster Site. In the event of any damage to or destruction of the Living Unit, the Cluster Site Owner shall promptly commence repair and restoration of the Living Unit to the condition and exterior dimension existing prior to such damage or destruction, using the insurance proceeds to the extent available. If the Cluster Site Owner does not promptly commence said restoration and thereafter diligently complete said restoration, the Association shall have the right to take legal action against the Cluster Site Owner to ensure that the restoration is completed. The Cluster Site Owner will be assessed for all attorney fees and costs the Association incurs to bring legal action against the Cluster Site Owner. The Cluster Site Owner shall furnish the Association with a copy of the declaration page of said policy as proof of insurance which will be kept on file by the Association. The copy of the declaration page of the policy should be provided each year within 10 days of the date an insurance policy is renewed or changed.

## **ARTICLE VIII**

### **DURATION, WAIVER AND MODIFICATION**

**Section 1.** The covenants and restrictions of this Declaration and any Supplemental Declaration shall run with the land and shall inure to the benefit of and be enforceable by and against the Association, the Developer and any other Owner and their respective legal

representatives, heirs, devisees, successors and assigns until December 31, 2006, after which time, said covenants and restrictions shall be automatically renewed for successive periods of five (5) years each unless modified or cancelled, 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 three-fourths (75%) of the voting power of the Association, provided that such meeting shall be held at least one (1) year in advance of such effective date, and written notice of such meeting shall be given to each Member at least sixty (60) days in advance of the date of such meeting, stating that such modification or cancellation will be considered at such meeting. Promptly following the meeting at which such modification or cancellation is enacted, the President and Secretary of the Association will execute and record an instrument reciting such modification or cancellation.

Section 2. The covenants and restrictions of this Declaration may be modified effective on the ninetieth (90th) day following a meeting of the Members held for such purposes by the affirmative vote of Members entitled to exercise ninety percent (90%) of the voting power of the Association, provided that written notice shall be given to every Member at least sixty (60) days in advance of the date of such meeting stating that such modification will be considered at such meeting. Promptly following the meeting at which such modification or cancellation is enacted, the President and Secretary of the Association shall execute and record an instrument reciting such modification or cancellation.

Section 3. Notwithstanding anything in these Covenants and Restrictions to the contrary, the duties and obligations of the Association, as they relate to the Common Area and the authority to enforce these duties and obligations shall be of unlimited duration, shall be non-modifiable and shall be non-waiverable without the prior written consent of the City.

Section 4. In addition, for each day of any violation of any of the covenants herein, after the expiration of ten (10) days written notice to the Cluster Site Owner of such alleged violation, there shall be due and payable by the Cluster Site Owner a fine of \$50 and such fine shall be subject to collection and secured in the same manner as assessments not paid by the Cluster Site Owner under Article V, Section 4 hereof.

## **ARTICLE IX**

### **GENERAL PROVISIONS**

Section 1. All notices given or required to be given by the Association to its Members shall be deemed to have actually been given if actually received and, whether or not actually received, when deposited in the United States mail, postage prepaid, and addressed to the Member at his address as it appears on the books of the Association.

Section 2. If at any time all or any portion of the Common Area, or any interest therein, be taken for any public or quasi-public use, under any statute, by right of eminent domain or by private purchase in lieu of eminent domain, the entire award in condemnation shall be paid to the

holder or holders of the fee title to such areas as their interests may appear. Any such award to the Association shall be deposited into the operating fund of such Association. No Cluster Site Owner shall be entitled to participate as a party, or otherwise, in any proceeding relating to such condemnation, such right of participation being herein reserved exclusively to the Association or other holder of the fee title which shall, in its name alone, represent the interests of all Cluster Site Owners to the extent such Cluster Site Owners have any interest.

Section 3. The powers and duties herein specifically imposed upon the Association are imposed for the purposes of enabling and requiring the Association to administer, apply and enforce these covenants, agreements and restrictions so as to establish and maintain high and uniform social and moral standards in the Premises and to protect the value of property therein against impairment by any detrimental use, transfer occupancy. For such purpose, the Association shall have and use all powers herein specifically imposed, and also all other powers and duties properly incidental thereto or necessary or appropriate in the exercise thereof.

Section 4. If the Cluster Site Owners or any of them or their heirs or assigns shall violate or attempt to violate any of the covenants herein, it shall be lawful for any other Cluster Site Owner(s) or for the Association as representative of such Cluster Site Owners, to prosecute any proceedings at law or in equity against the person or persons violating or attempting to violate any such covenant, and either to prevent him or them from doing so or to recover damages for such violation. Failure to enforce any covenant shall not constitute a waiver of or acquiescence or consent to any current or subsequent violation of any of such covenant. In addition, for each day of any violation of any of the covenants herein after the expiration of ten days written notice to the Cluster Site Owner of such alleged violation, there shall be due and payable by the Cluster Site Owner a fine of \$50.00 and such fine shall be subject to collection and secured in the same manner as assessments not paid by the Cluster Site Owner under Article V, Section 4 hereof.

Section 5. Invalidation of any of these covenants by judgment or court order shall in no way affect any of the other provisions which shall remain in full force and effect.

Section 6. The Association shall have the right to waive or modify any of these restrictions and their application to any of the parcels with the consent of the Cluster Site Owner of the Cluster Site with respect to which such restrictions are waived or modified if, in the Association's judgment, which shall be conclusive, such waiver or modification will be in general keeping with the character of the then existing development of the Premises and desirable for its further development, but any such waiver or modification shall be in writing and delivered to each Cluster Site Owner.

Section 7. The herein enumerated restrictions, rights, reservations, limitations, agreements, covenants and conditions shall be deemed as covenants and not as conditions hereof, and shall run with the land, and shall bind the Developer and all parties and all persons claiming under it.

*It is understood and agreed that as of the date the Amended and Restated Declaration for Cambridge Colony Homeowners' Association and the Amended and Restated Bylaws are filed for record, the prior governing documents shall be unenforceable and any conflict between the provisions of the prior governing documents and the Amended and Restated Declaration for Cambridge Colony Homeowners' Association and the Amended and Restated Bylaws shall be interpreted and construed in favor of this Amended and Restated Declaration for Cambridge Colony Homeowners' Association and the Amended and Restated Bylaws. Upon recording of the Amended and Restated Declaration for Cambridge Colony Homeowners' Association and the Amended and Restated Bylaws only the Members of record at the time of such filing shall have standing to contest the validity of Amended and Restated Declaration for Cambridge Colony Homeowners' Association and the Amended and Restated Bylaws 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 (1) year of the recording of this Amended and Restated Declaration for Cambridge Colony Homeowners' Association and the Amended and Restated Bylaws.*

**[Remainder of this page left intentionally blank]**

**CAMBRIDGE COLONY HOMEOWNERS' ASSOCIATION**

The **CAMBRIDGE COLONY HOMEOWNERS' ASSOCIATION** joins in the execution of this Amended and Restated Declaration to express its consent and approval of the terms and provisions hereof, this 18 day of AUGUST, 2019.

By: Rose Miller  
**ROSE MILLER, PRESIDENT**

By: Patricia Soltesz  
**PATRICIA SOLTESZ, SECRETARY**

STATE OF OHIO                    )  
  ) **SS:**  
COUNTY OF CUYAHOGA        )

Sworn to before me and subscribed in my presence on this 18 day of AUGUST, 2019, **CAMBRIDGE COLONY HOMEOWNERS' ASSOCIATION**, by its President, **ROSE MILLER**, and its Secretary, **PATRICIA SOLTESZ**, did personally appear and acknowledge that they did sign the foregoing instrument 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.



Thomas M. Miller  
Notary Public, State of Ohio  
My Commission Expires  
October 6, 2020

Thomas M. Miller  
**NOTARY PUBLIC**

This instrument prepared by  
Ott & Associates Co., LPA  
Steven M. Ott, Esq.  
1300 E. 9<sup>th</sup> Street, Suite 1520  
Cleveland, OH 44114

**AFFIDAVIT**

STATE OF OHIO                    )  
  )   SS:  
COUNTY OF CUYAHOGA    )

**ROSE MILLER**, being first duly sworn, states as follows:

1.     She is the duly elected and acting President of Cambridge Colony Homeowners' Association.
2.     As such President, she caused copies of the Amended and Restated Declaration for Cambridge Colony Homeowners' Association to be distributed per the governing documents for review and vote on the same for adoption.
3.     All Owners shall receive recorded copies of the Amended and Restated Declaration for Cambridge Colony Homeowners' Association.

Further affiant sayeth naught.

  
**ROSE MILLER, PRESIDENT**

Sworn to before me and subscribed in my presence on this 16 day of August, 2019, **ROSE MILLER**, did personally appear and acknowledge that she did sign the foregoing instrument and that the same is her free act and deed.



Thomas M. Miller  
Notary Public, State of Ohio  
My Commission Expires  
October 6, 2020

  
**Notary Public**


**CERTIFICATION OF THE SECRETARY**

The undersigned, being the duly elected and qualified Secretary of the Cambridge Colony Homeowners' Association, hereby certifies that there are executed consents of the requisite number of Members to pass this Amended and Restated Declaration in the records of the Association. Further there are no mortgagees on file with the Association with regard to requiring consent.

*Patricia Soltesz*  
**PATRICIA SOLTESZ, SECRETARY**

Sworn to before me and subscribed in my presence on this 18 day of August, 2019, **PATRICIA SOLTESZ**, did personally appear and acknowledge that she did sign the foregoing instrument and that the same is her free act and deed.

*Thomas M. Miller*  
Notary Public



Thomas M. Miller  
Notary Public, State of Ohio  
My Commission Expires  
October 6, 2020



EXHIBIT "A"

THE HENRY G. REITZ ENGINEERING CO.

*Civil Engineers and Surveyors*

4214 ROCKY RIVER DRIVE

CLEVELAND, OHIO 44135

*John G. Saylor, President*  
*Donald E Woike, Vice-Pres.*  
*Paul T. Saylor, Sec'y-Treas.*

January 11<sup>th</sup>, 1980

Description of Land for the Cambridge Colony Subdivision  
High Point Block "M"

Situated in the City of Strongsville, County of Cuyahoga and State of Ohio, and known as being part of Original Strongsville Township Lot No. 42 and bounded and described as follows:

Beginning on the Southerly line of Drake Road, 60 feet wide, at its intersection with the Easterly line of a parcel of land conveyed to Charles Sperber and Grace Sperber, by deed recorded in Volume 6257, Page 561 of Cuyahoga County Records of Deeds;

Thence N. 89° 45' 00" E., along the Southerly line of Drake Road, a distance of 215.00 feet;

Thence S. 0° 10'42" W., a distance of 55.00 feet;

Thence S. 89° 49'18" E., a distance of 130.00 feet;

Thence S. 0° 10'42" W., a distance of 290.00 feet;

Thence S. 44° 49'18" E., a distance of 36.20 feet;

Thence S. 45° 10'42" W., a distance of 150.12 feet;

Thence N. 89° 49'18" W., a distance of 264.30 feet to the Easterly line of a parcel of land conveyed to the Pearl-Drake Development Co., by deed recorded in Volume 10144, Page 135 of Cuyahoga County Records of Deeds;

Thence N. 0° 10'42" E., along the Easterly line of land so conveyed to the Pearl-Drake Development Co., and along the Easterly line of land conveyed to Charles and Grace Sperber as aforesaid, a distance of 475.00 feet to the place of beginning and being further known as the High Point Block "M" Cambridge Colony Subdivision Proposed, according to a survey by The Henry G. Reitz Engineering Company dated January, 1980, be the same more or less but subject to all legal highways.

AMENDED AND RESTATED  
BYLAWS  
OF  
CAMBRIDGE COLONY HOMEOWNERS' ASSOCIATION, INC.

PREAMBLE

These Amended and Restated Bylaws are executed and incorporated in the Declaration of Cambridge Colony Homeowners' Association, (Inc.) which established an Owners' Association as defined in Chapter 5312 of the Ohio Revised Code for the administration of the Property (as defined in the Declaration).

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**ARTICLE I**  
**DEFINITIONS**

**SECTION 1.**

"Association" shall mean and refer to the Cambridge Colony Homeowners' Association, a nonprofit corporation organized and existing under the laws of the State of Ohio, its successors and assigns.

**SECTION 2.**

"Premises" shall mean and refer to Cambridge Colony Homeowners' Association, and the Cluster Sites appurtenant thereto as described in the recorded Declaration and such additions thereto as may hereafter be brought within the jurisdiction of the Association as provided in Article V, Section 6 of these By-Laws.

**SECTION 3.**

"Common Areas" shall mean and refer to those areas of land shown on any recorded subdivision plat of the Premises and intended to be devoted to the common use and enjoyment of the Cluster Site Owners of the Premises to the extent owned by the Association.

**SECTION 4.**

"Living Unit" shall mean and refer to any building situated within the Premises designed and intended for use and occupancy as a residence by a single family.

**SECTION 5.**

"Cluster Site" shall mean and refer to those areas of land shown on the plat of the Premises and intended to be devoted to the uses allowed by Section 1125.60 of the Codified Ordinances of the City of Strongsville, or any other successor ordinance regulating Single Family Detached Housing and Cluster Developments. Each "Cluster Site" shall be given a separate permanent parcel number by the County Auditor upon recording of the deed to said Cluster Site.

**SECTION 6.**

"Cluster Site Owner" shall mean and refer to the record owner, whether one or more persons or entities, of the fee simple title to any Living Unit or Cluster Site situated upon the Premises 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.

SECTION 7.

“The Developer” shall mean and refer to Ancrist Development Company, a corporation organized and existing under the laws of the State of Ohio, and its successors and assigns, including but not limited to Parkview Corp. and Ancrist Development Company, corporations organized and existing under the laws of the State of Ohio.

SECTION 8.

The terms “he”, “she”, “his”, “hers” shall be inclusive of the masculine or the feminine as appropriate, and the singular shall include the plural, and the plural shall include the singular.

SECTION 9.

Declaration shall mean Declaration of Covenants, Restrictions and Easements of Cambridge Colony Homeowner’s Association.

**ARTICLE II**  
**MEMBERSHIP**

SECTION 1. Membership

Each person or entity who is a record Cluster Site Owner of a fee or undivided fee simple interest in any Living Unit or Cluster Site, including the Developer, shall automatically be a Member of the 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 Living Unit or Cluster Site, all such persons shall be Members, but for quorum, voting, consenting and all other rights of Membership, such persons shall collectively be counted as a single Member, and entitled to one(1) vote for each such Living Unit or Unit Cluster Site, which vote for such Living Unit or Cluster Site 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 Living Unit or Cluster Site.

SECTION 2. Rights Subject to Payment of Assessments

The rights of membership are subject to the payment of annual and special assessments levied by the Association, the obligation of which assessments is imposed against each Cluster Site Owner of and becomes a lien upon the property against which such assessments are made as provided by Article V of the Declaration of Covenants and Restrictions to which the Premises are subject.

SECTION 3. Suspension of Membership Rights

The membership rights of any person whose interests in the Premises is subject to assessments under Section 2 of this Article II, whether or not he be personally obligated to pay such assessments, may be suspended by action of the Trustees during the period when the assessments remain unpaid; but, upon payment of such assessments, his rights and privileges shall be automatically restored. If the Trustees have adopted and published rules and regulations governing the use of the Common Areas and facilities, and the personal conduct of any person thereon, as provided in Article V, Section 2 of these By-Laws, they may in their discretion suspend the rights of any such person for violation of such rules and regulations for a period not to exceed thirty (30) days.

**ARTICLE III**  
**VOTING RIGHTS**

SECTION 1. Membership

"Member" shall mean and refer to every person or entity who holds membership in the Cambridge Colony Homeowners' Association, pursuant to the By-Laws of the Association. Each person or entity who is a record Owner of a fee or undivided fee simple interest in any Cluster Site shall automatically be a Member of the Association, provided that any such person or entity who holds such interest merely as security for the payment of money or performance of an obligation shall not be a Member.

**ARTICLE IV**  
**PROPERTY RIGHTS AND RIGHTS OF ENJOYMENT**

SECTION 1.

Each Member shall be entitled to the use and enjoyment of the Common Areas as provided by Article IV of the Declaration of Covenants and Restrictions applicable to the Premises.

SECTION 2. Delegation of Rights

Any Member may delegate his rights of enjoyment in the Common Areas to his immediate household and guests or to any of his lessees who reside upon the Premises under a leasehold interest for a term of one (1) year or more. Such Member shall notify the Secretary in writing of the name of any such person and of the relationship of the Member to such person. The rights and privileges of such person are subject to suspension under Article II, Section 3 hereof, to the same extent as those of the Member, and are further subject to the reasonable rules and regulations of the Association governing the use of the Common Areas.

**ARTICLE V**  
**GENERAL POWERS OF THE ASSOCIATION**

**SECTION 1. Payments from Assessment Funds**

The Association shall pay out of the fund hereinafter provided for, the following:

- (a) **Services.** Grass, trees, shrubs and other landscaping located outside of any privacy fence, removal of snow from the driveway and path leading to the front of each Cluster Site, cleaning, maintenance, repair and replacements of the Common Areas and any of its facilities, the operation, maintenance and repair of any recreational facilities on the Premises, a reasonable pro-rata share of the costs of operation, maintenance and repair of such other recreational areas and facilities as may be made available for the non-exclusive use of all Owners (whether or not located on the Premises), and such other common expenses as the Association shall determine are necessary and proper.
- (b) **Care of Common Areas.** The Association shall maintain all Common Areas, storm sewers and swales.
- (c) **Capital Additions and Improvements.** The Association's powers herein enumerated shall be limited in that the Association shall have no authority to acquire and pay for out of the maintenance fund any capital additions and improvements, having a total cost in excess of One Thousand Dollars (\$1,000.00), nor shall the Association authorize any structural alterations, capital additions to, or capital improvements of the Common Areas requiring an expenditure in excess of One Thousand Dollars (\$1,000.00) without in each case the prior approval of the Members of the Association entitled to exercise a majority of the voting power of the Association;
- (d) **Wages and Fees for Services.** The services of any person or firm employed by the Association, including without limitation, the services of any person or persons required for the maintenance or operation of the Common Areas (including a recreation director, if any) and legal and/or accounting services, necessary and proper in the operation of the Premises or the enforcement of the Declaration and these By-Laws and for the organization, operation and enforcement of the rights of the Association;
- (e) **Liability Insurance.** A policy or policies insuring the Association, the Trustee members and the Cluster Site Owners against any liability to the public or to the Cluster Site Owners of Living Units and their invitees or tenants, incident to the ownership and/or use of the Common Areas, the limits of which policy shall be reviewed annually;
- (f) **Workmen's Compensation.** Workmen's Compensation Insurance to the extent necessary to comply with any applicable laws;

(g) Discharge of Mechanic's Liens. Any amount necessary to discharge any mechanic's lien or other encumbrance levied against the Premises or any part thereof which may in the opinion of the Association constitute a lien against the Common Areas rather than merely against the interests of particular Owners; it being understood, however, that the foregoing authority shall not be in limitation of any statutory provisions relating to the same subject matter. Where one or more Cluster Site Owners are responsible for the existence of such lien, they shall be jointly and severally liable for the cost of discharging it and any costs incurred by the Association by reason of said lien or liens shall be specifically assessed to said Cluster Site Owners;

(h) Additional Expenses. Any other materials, supplies, labor, services, maintenance, repairs, alterations, insurance or assessments which the Association is required to secure or pay for pursuant to the terms of the Declaration and these By-Laws or by law or in the opinion of the Trustees shall be necessary or proper for the maintenance and operation of the Premises or the enforcement of the Declaration or these By-Laws.

## SECTION 2. Rules and Regulations

The Association, by greater than 50% vote of the Members entitled to exercise greater than 50% of the voting power of the Association, may adopt such reasonable rules and regulations and from time to time amend the same supplementing the rules and regulations set forth in the Declaration and these By-Laws as it may deem advisable for the maintenance, conservation and beautification of the Premises and for the health, comfort, safety and general welfare of the Owners and occupants of the Premises. Written notice of such rules and regulations shall be given to all Cluster Site Owners and the Premises shall at all times be maintained subject to such rules and regulations. In the event such supplemental rules and regulations shall conflict with any provisions of the Declaration or of these By-Laws, the provisions of the Declaration and of these By-Laws shall govern.

## SECTION 3. No Active Business to be Conducted for Profit

Nothing herein contained shall be construed to give the Association authority to conduct an active business for profit on behalf of all the Cluster Site Owners or any of them.

## SECTION 4. Delegation of Duties

Nothing herein contained shall be construed so as to preclude the Association, through its Trustees and Officers, from delegating to persons, firms or corporations of its choice such duties and responsibilities of the Association as the Trustees of the Association shall from time to time specify, and to provide for reasonable compensation for the performance of such duties and responsibilities.

SECTION 5. Applicable Laws

The Association shall be subject to and governed by the provisions of any statutes adopted at any time and applicable to the Premises, provided, however, that all inconsistencies between or among the permissive provisions of any statute and any provision of the Declaration and these By-Laws, shall be resolved in favor of the Declaration and these By-Laws, and any inconsistencies between any statute applicable to Associations formed to administer the Common Property shall be resolved in favor of the latter statute. In the event of any conflict or inconsistency between the provisions of the Declaration and the Articles or By-Laws of the Association, the terms and provisions of the Declaration shall prevail, and the Cluster Site Owners covenant to vote in favor of such amendments in the Articles or By-Laws will remove such conflicts or inconsistencies.

SECTION 6. Additions to Properties and Membership

Additions to the Premises may be made only in accordance with the provisions of the recorded Declaration of Covenants and Restrictions applicable to said Properties. Such additions, when properly made under the applicable covenants, shall extend the jurisdiction, functions, duties, and membership of the Association to such Properties.

**ARTICLE VI**  
**TRUSTEES**

SECTION 1. Number and Qualifications

The affairs of the Association shall be managed by three (3) Trustees, all of whom must be Members of the Association.

SECTION 2. Election of Trustees; Vacancies

The Trustees shall be elected at each annual meeting of Members of the Association or at a special meeting called for the purpose of electing Trustees. At a meeting of the Members of the Association at which Trustees are to be elected, only persons nominated as candidates shall be eligible for election as Trustees, and the candidates receiving the greatest number of votes shall be elected. In the event of the occurrence of any vacancy or vacancies in the Trustees, though less than a majority of the whole authorized number of Trustees, may, by the vote of a majority of their number, fill any such vacancy for the unexpired term.

SECTION 3. Term of Office; Resignations

Each Trustee shall hold office until the next annual meeting of the Members of the Association, following his election, and until his successor is elected, or until his earlier resignation, removal from office, or death. Any Trustee may resign at any time by oral



statement to that effect made at a meeting of the Trustees or in writing to that effect to take effect immediately, or at such other time as the Trustee may specify. Members of the Trustees shall serve without compensation. At the annual meeting of the Members of the Association, the term of office of three Trustees shall be fixed so that such term will expire on the date of the following annual meeting of Members of the Association. At the expiration of such term of office of each respective Trustee, his successor shall be elected to serve for a term of one (1) year.

#### SECTION 4. Organization Meeting

Immediately after each annual meeting of the Association, the newly elected Trustees and those Trustees whose terms hold over shall hold an organization meeting for the purposes of electing Officers and transacting any other business. Notice of such meeting need not be given.

#### SECTION 5. Regular Meetings

Regular meetings of the Trustees may be held at such times and places as shall be determined by a majority of the Trustees.

#### SECTION 6. Special Meetings

Special meetings of the Trustees may be held at any time upon call by the President or any two Trustees. Written notice of the time and place of each such meeting shall be given to each Trustee either by personal delivery or by mail, email, or telephone at least two (2) days before the meeting, which notice need not specify the purpose of the meeting; provided, however, that attendance of any Trustee at any such meeting without protesting, prior to or at the commencement of the meeting, the lack of proper notice shall be deemed to be waiver by him of notice of such meeting and such notice may be waived in writing either before or after the holding of such meeting, by any Trustee, 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 of the Trustees.

#### SECTION 7. Quorum: Adjournment

A quorum of the Trustees shall consist of a majority of the Trustees then in office; provided that a majority of the Trustees present at a meeting duly held, whether or not a quorum is present, may adjourn such meeting from time to time. If any meeting is adjourned, notice of such adjournment need not be given if the time and place to which such meeting is adjourned are fixed and announced at such meeting. At each meeting of the Trustees at which a quorum is present, all questions and business shall be determined by a majority vote of those present, except as may be otherwise expressly provided in the Declaration or in these By-Laws.

#### SECTION 8. Removal of Trustees

At any regular or special meeting of Members of the Association duly called, at which a quorum shall be present, any one or more of the Trustees may be removed with or without cause by the vote of Members entitled to exercise at least 75% of the voting power of the Association, and a successor or successors to such Trustee or Trustees so removed shall then and there be elected to fill the vacancy or vacancies thus created. Any Trustee whose removal has been proposed by the Members of the Association shall be given an opportunity to be heard at such meeting.

#### SECTION 9. Fidelity Bonds

The Trustees shall require that all Officers and employees of the Association handling or responsible for Association funds shall furnish adequate Fidelity Bonds. The premiums on such bonds shall be paid by the Association and shall be a common expense.

#### SECTION 10. Indemnification of Trustees

Each Trustee shall be indemnified by the Owners against all expenses and liabilities, including attorney fees, reasonably incurred or imposed upon him in connection with any proceeding to which he may be a party, or which he may become involved, solely by reason of his being or having been a Trustee, or any settlement thereof, whether or not he is a Trustee at the time the expenses are incurred, except in such cases wherein the Trustee is adjudged guilty of willful misfeasance or malfeasance in the performance of his duties, provided, that in the event of a settlement, the indemnification shall apply only when the Trustees approves such settlement and reimbursement as being for the best interests of the Trustees and the Association.

### **ARTICLE VII** **OFFICERS**

#### SECTION 1. Election and Designation of Officers

The Trustees shall elect a President, a Vice-President, and a Secretary/Treasurer. The Trustees may also appoint any such other Officers as in their judgment may be necessary. The President and the Secretary/Treasurer shall also be Trustees, and all Officers shall be Members of the Association.

#### SECTION 2. Term of Office; Vacancies

The Officers of the Association shall hold office until their successors are elected, except in the case of resignation, removal from office or death. The Trustees may remove any Officer at any time with or without cause by a majority vote of the Trustees then in office.

Any one of the Trustees shall have the authority to sign notes, checks, and other written documents for the Association, all of which will be kept on file by the Secretary/Treasurer of the Association.

SECTION 3. The President

The President shall preside at all meetings of the Trustees and shall see that orders and resolutions of the Board of Trustees are carried out.

SECTION 4. The Vice-President

The Vice-President shall perform all the duties of the President in his absence.

SECTION 5. The Secretary/Treasurer

The Secretary/Treasurer shall be ex officio the secretary for the Trustees and record the votes and keep the minutes of all proceedings in a book to serve as records of the Association.

The Secretary/Treasurer shall receive and deposit in appropriate bank accounts all monies of the Association and shall disburse such funds as directed by resolution of the Trustees, provided, however, that a resolution of the Trustees shall not be necessary for disbursements made in the ordinary course of business conducted within the limits of a budget adopted by the Trustees.

The Secretary/Treasurer shall keep proper books of account and shall prepare an annual budget and an annual balance sheet statement, and the budget and balance sheet statement shall be presented to the membership at its regular annual meeting.

SECTION 6. Other Officers

Any Officers which the Trustees may appoint shall have such authority and perform such duties as may be determined by the Trustees.

SECTION 7. Delegation of Authority and Duties

The Trustees are authorized to delegate the authority and duties of any Officer to any other Officer and generally to control the action of the Officers and to require the performance of duties in addition to those mentioned herein.

**ARTICLE VIII**  
**MEETINGS OF MEMBERS**

SECTION 1. Annual Meeting

The annual meeting of the Members shall be held during the month of January in each year at seven o'clock pm, or at such other time as may be designated in the notice of such meeting.

#### SECTION 2. Special Meetings

Special meetings of the Members for any purpose may be called at any time by the President, the Vice-President, or the Secretary/Treasurer, or by any two or more Trustees, or upon written request of the Members who have a right to vote 25% of all of the votes of the entire membership.

#### SECTION 3. Notices of Meetings

Not less than seven (7) nor more than sixty (60) days before the day fixed for a meeting of the Members of the Association, written notice stating the time, place and purpose of such meeting shall be given by or at the direction of the Secretary/Treasurer of the Association or any other person or persons required or permitted by these By-Laws to give such notice. The notice shall be given by US mail postage prepaid, to each Member who is a Member as of the day next preceding the day on which notice is given. The notice shall be addressed to the Members of the Association at their respective addresses as they appear on the records of the Association. 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, shall be deemed to be a waiver by him of notice of such meeting.

#### SECTION 4. Quorum; Adjournment

Except as may be otherwise provided by law or by the Declaration, at any meeting of the Members of the Association, the Members of the Association entitled to exercise a majority of the voting power of the Association present in person or by proxy shall constitute a quorum for such meeting, provided, however, that the Members of the Association entitled to exercise a majority of the voting power represented at a meeting of Members, whether or not a quorum is present, may adjourn such meeting from time to time. If any meeting is adjourned, notice of such adjournment need not be given if the time and place to which such meeting is adjourned are fixed and announced at such meeting.

#### SECTION 5. Majority Vote

The vote of a majority at a meeting at which a quorum is present shall be binding upon all Members for all purposes except wherein the Declaration, or these By-Laws, or

by law, a higher percentage vote is required.

**SECTION 6. Order of Business**

The order of business of meetings of the Members of the Association shall be as follows:

1. Calling of 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 Trustees.
8. Unfinished and/or old business.
9. New business.
10. Adjournment.

**ARTICLE IX**  
**PROXIES**

**SECTION 1. Authorized**

At all corporate meetings of Members of the Association, each Member may vote in person or by proxy.

**SECTION 2. Requirements and Duration**

All proxies shall be in writing and filed with the Secretary/Treasurer prior to commencement of the meeting at such proxy is to be voted. No proxy shall extend beyond a period of eleven (11) months, and every proxy shall automatically cease upon sale by the Member of his Living Unit or Cluster Site.

**SECTION 3. All Proxies Revocable**

All proxies shall be revocable at any time by actual notice to the Secretary/Treasurer of the Association by the Member making such 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 X**  
**DETERMINATION AND PAYMENT OF ASSESSMENTS**

**SECTION 1. Obligation to Pay Assessments**

Each Cluster Site Owner, by acceptance of a deed or conveyance therefor, whether or not it shall be so expressed in any such deed or conveyance, is deemed to covenant and agree to pay the Association "Annual Assessments" and "Special Assessments", such assessments to be fixed, established and collected from time to time as hereinafter provided. Annual Assessments are reviewed yearly at the Annual Meeting and any changes in Annual Assessments will be recorded in the minutes and mailed postage prepaid to all Members of the Association. The Annual Assessments and Special Assessments, together with any interest thereon and costs of collection thereof as hereinafter provided, allocable to each Cluster Site, shall be a charge on such Cluster Site and shall be a continuing lien upon the Cluster Site against which each such assessment is made until paid in full, but such lien shall be inferior to any prior recorded, valid, first-lien mortgage and/or vendor's lien.

#### SECTION 2. Preparation of Estimated Budget

Each year on or before December 31st, the Trustees shall estimate the total amount necessary to pay the cost of wages, materials, insurance, services and supplies which will be required during the ensuing calendar year for the rendering of all services, together with a reasonable amount considered by the Trustees to be necessary for a reserve for contingencies and replacements and shall notify the Cluster Site Owner of each such Living Unit and Cluster Site in writing as to the amount of such estimate, with reasonable itemization thereof. Said "estimated cash requirement" shall be assessed to said Cluster Site Owners according to the proportionate shares set forth in Section 1 of this Article X. On or before January 1st of the ensuing year, the Cluster Site Owner of each such Living Unit and Cluster Site shall be obligated to pay to the Association Trustees or as it may direct, the assessments made pursuant to this paragraph. On or before the date of the annual meeting of each calendar year, the Association Trustees shall supply to all Cluster Site Owners an itemized accounting of the maintenance expenses for the preceding calendar year actually incurred and paid, together with a tabulation of the amounts collected pursuant to the estimates provided, and showing the net amount over or short of the actual expenditures plus reserves.

#### SECTION 3. Reserve for Contingencies and Replacements

The Trustees shall build up and maintain a reasonable reserve for contingencies and replacements. Extraordinary expenditures not originally included in the annual estimate which may be necessary for the year, shall be charged first against such reserve. If the "estimated cash requirement" proves inadequate for any reason, including nonpayment of any Cluster Site Owner's assessment, the Trustees shall prepare an estimate of the additional cash requirements necessary, or necessary for the balance of the year, which additional amount of cash requirement shall be assessed to all of the Cluster Site Owners, and shall be considered as part of the annual assessment. The Trustees shall serve notice of such further assessment on all Cluster Site Owners by a statement in writing giving the amount and reasons therefor, and such further assessment shall become due and payable no later than

thirty(30) days after the mailing of such notice of further assessments.

#### SECTION 4. Failure to Prepare Annual Budget

The failure or delay of the Trustees to prepare or serve the annual or adjusted estimate on an Cluster Site Owner shall not constitute a waiver or release in any manner of such Cluster Site Owner's obligation to pay the maintenance costs and necessary reserves, as herein provided, whenever the same shall be determined, and in the absence of any annual estimate or adjusted estimate, the Cluster Site Owner shall continue to pay the annual charge at the existing rate established for the previous year until such new annual or adjusted estimate shall have been mailed or delivered.

#### SECTION 5. Books and Records

The Trustees shall keep full and correct books of account and the same shall be open for inspection by any Cluster Site Owner or any representative of a Cluster Site Owner duly authorized in writing, at such reasonable time or times during normal business hours as may be requested by the Cluster Site Owner. Upon ten (10) days' notice to the Trustees and payment of a reasonable fee, any Cluster Site Owner shall be furnished a statement of his account setting forth the amount of any unpaid assessments or other charges due and owing from such Cluster Site Owner.

#### SECTION 6. Status of Funds Collected

All funds collected hereunder shall be held and expended solely for the purposes designated herein, and (except for such special assessments as may be levied hereunder against less than all of the Cluster Site Owners, and for such adjustments as may be required to reflect delinquent or prepaid assessments) shall be deemed to be held for the use, benefit and account of all of the Cluster Site Owners as set forth in Section 1 of this Article X.

#### SECTION 7. Remedies for Failure to Pay Assessments

If a Cluster Site Owner is in default in the payment of the aforesaid charges or assessments for thirty (30) days, the Trustees may bring suit for and on behalf of themselves and as representatives of all of the Cluster Site Owners, to enforce collection thereof or to foreclose the lien therefor as provided in the Declaration; and, there shall be added to the amount due, the cost of said suit together with interest not to exceed the highest prime rate then being charged in Cuyahoga County, per annum, (but in no event higher than the highest rate which may be legally charged) and reasonable attorney's fees to be fixed by the Court to the extent permitted by the Declaration, any decision or any statute or law now or hereafter effective, the amount of any delinquent and unpaid charges or assessments, and interest, costs and fees as above provided, shall be and become a lien or charge against the ownership of the Cluster Site Owner involved when payable and may be foreclosed by action brought in the name of the Association as in the case of foreclosure of liens against real estate, as

provided in the Declaration.

## ARTICLE XI AMENDMENTS

### SECTION 1. Procedure

These By-Laws may be amended, at a regular or special meeting of the Members, by a vote of the majority of a quorum of Members present in person or by proxy, provided that any matter stated herein to be or which is in fact governed by the Declaration applicable to the Premises may not be amended except as provided in such Declaration.

### SECTION 2. Conflicts

In the case of any conflict between the Declaration applicable to the Premises and these By-Laws, the Declaration shall control.

### SECTION 3. Rights Not Impaired

No amendment shall be effective to impair or dilute any rights of Members that are governed by the recorded Declaration applicable to the Premises (for example, membership and voting rights) which are part of the property interests created thereby.

## ARTICLE XII GENERAL PROVISIONS

### SECTION 1. Copies of Notice to Mortgage Lenders

Upon written request to the Trustees of any duly recorded mortgage holder or trust deed holder against any Living Unit or Cluster Site, the Trustees shall give such mortgage holder or trust holder a copy of any and all notices permitted or required by the Declaration or these By-Laws to be given to the Cluster Site Owner or Cluster Site Owners whose Living Unit or Cluster Site ownership is subject to such mortgage or trust deed.

### SECTION 2. Service of Notice on Devisees and Personal Representatives

Notices required to be given any devisees or personal representatives, of a deceased Cluster Site Owner may be delivered either personally or by mail to such party at his, her or its address appearing on the records of the court wherein the estate of such deceased Cluster Site Owner is being administered.

### SECTION 3. Disposition of Assets Upon Dissolution

Upon dissolution of the Association, the assets, both real and personal of the



corporation, shall be dedicated to an appropriate public agency or utility to be devoted to purposes as nearly as practicable the same as those to which they were required to be devoted by the corporation. In the event that such dedication is refused acceptance, such assets shall be granted, conveyed and assigned to any nonprofit corporation, association, trust or other organization to be devoted to purposes as nearly as practicable the same as those to which they were required to be devoted by the corporation. No such disposition of Association properties shall be effective to divest or diminish any right or title of any Member vested in him under the recorded Covenants and Restrictions applicable to the Premises unless made in accordance with the provisions of the Declaration of such Covenants and Restrictions.

#### SECTION 4. Non-Waiver of Covenants

No covenants, restrictions, conditions, obligations, or provisions contained in the Declaration applicable to the Premises or these By-Laws shall be deemed to have been abrogated or waived by reason of any failure to enforce the same irrespective of the number of violations or breaches which may occur.

#### SECTION 5. Agreements Binding

All agreements and determinations lawfully made by the Association in accordance with the procedures established in the Declaration and these By-Laws shall be deemed to be binding on all Cluster Site Owners, their successors, heirs and assigns.

#### SECTION 6. Severability

The invalidity of any covenant, restriction, condition, limitation or any other provision of these By-Laws, or of any part of the same, shall not impair or affect in any manner the validity, enforceability or effect of the rest of these By-Laws.

**[Remainder of this page left intentionally blank]**

*It is understood and agreed that as of the date the Amended and Restated Declaration for Cambridge Colony Homeowners' Association and the Amended and Restated Code of Regulations are filed for record, the prior governing documents shall be unenforceable and any conflict between the provisions of the prior governing documents and the Amended and Restated Declaration for Cambridge Colony Homeowners' Association and the Amended and Restated Code of Regulations shall be interpreted and construed in favor of this Amended and Restated Declaration for Cambridge Colony Homeowners' Association and the Amended and Restated Code of Regulations. Upon recording of the Amended and Restated Declaration for Cambridge Colony Homeowners' Association and the Amended and Restated Code of Regulations only the Members of record at the time of such filing shall have standing to contest the validity of Amended and Restated Declaration for Cambridge Colony Homeowners' Association and the Amended and Restated Code of Regulations 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 (1) year of the recording of this Amended and Restated Declaration for Cambridge Colony Homeowners' Association and the Amended and Restated Code of Regulations.*

**[Remainder of this page left intentionally blank]**

**CAMBRIDGE COLONY HOMEOWNERS' ASSOCIATION**

The **CAMBRIDGE COLONY HOMEOWNERS' ASSOCIATION** joins in the execution of this Amended and Restated Declaration to express its consent and approval of the terms and provisions hereof, this 18 day of AUGUST, 2019.

By: Rose Miller  
**ROSE MILLER, PRESIDENT**

By: Patricia Soltesz  
**PATRICIA SOLTESZ, SECRETARY**

STATE OF OHIO                    )  
  ) SS:  
COUNTY OF CUYAHOGA )

Sworn to before me and subscribed in my presence on this 18 day of August, 2019, **CAMBRIDGE COLONY HOMEOWNERS' ASSOCIATION**, by its President, **ROSE MILLER**, and its Secretary, **PATRICIA SOLTESZ**, did personally appear and acknowledge that they did sign the foregoing instrument 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.



Thomas M. Miller  
Notary Public, State of Ohio  
My Commission Expires October 6, 2020  
Thomas M. Miller  
**NOTARY PUBLIC**

This instrument prepared by  
Ott & Associates Co., LPA  
Steven M. Ott, Esq.  
1300 E. 9<sup>th</sup> Street, Suite 1520  
Cleveland, OH 44114

**AFFIDAVIT**

STATE OF OHIO                    )  
  ) SS:  
COUNTY OF CUYAHOGA        )



**ROSE MILLER**, being first duly sworn, states as follows:

1. She is the duly elected and acting President of Cambridge Colony Homeowners' Association.
2. As such President, she caused copies of the Amended and Restated Declaration for Cambridge Colony Homeowners' Association to be distributed per the governing documents for review and vote on the same for adoption.
3. All Owners shall receive recorded copies of the Amended and Restated Code of Regulations for Cambridge Colony Homeowners' Association.

Further affiant sayeth naught.

  
**ROSE MILLER, PRESIDENT**

Sworn to before me and subscribed in my presence on this 18 day of August, 2019, **ROSE MILLER**, did personally appear and acknowledge that she did sign the foregoing instrument and that the same is her free act and deed.

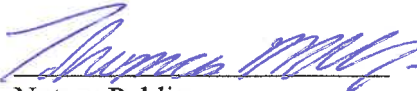
  
  
Thomas M. Miller  
Notary Public, State of Ohio  
My Commission Expires  
October 6, 2020

**CERTIFICATION OF THE SECRETARY**

The undersigned, being the duly elected and qualified Secretary of the Cambridge Colony Homeowners' Association, hereby certifies that there are executed consents of the requisite number of Members to pass this Amended and Restated Declaration in the records of the Association. Further there are no mortgages on file with the Association with regard to requiring consent.

  
**PATRICIA SOLTESZ, SECRETARY**

Sworn to before me and subscribed in my presence on this 18 day of August, 2019, **PATRICIA SOLTESZ**, did personally appear and acknowledge that she did sign the foregoing instrument and that the same is her free act and deed.

  
Notary Public



Thomas M. Miller  
Notary Public, State of Ohio  
My Commission Expires  
October 6, 2020