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CUYAHOGA COUNTY FISCAL OFFICE

**DECLARATION OF  
COVENANTS, RESTRICTIONS AND EASEMENTS OF  
GREYSTONE POINTE AT WESTWOOD FARMS**

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**DECLARATION OF  
COVENANTS, RESTRICTIONS, AND EASEMENTS OF  
GREYSTONE POINTE AT WESTWOOD FARMS**

This Declaration of Covenants, Restrictions, and Easements of Greystone Pointe at Westwood Farms (this "Declaration") made and entered into this 20<sup>th</sup> day July of 2022 by Greystone Pointe at Westwood Farms Homeowners Association, Inc., an Ohio corporation, located at PO Box 360331 Strongsville, Ohio, which together with its successors and assigns is hereinafter referred to as the "Association".

WHEREAS, the Developer was the 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 or designated as Westwood Farms in Strongsville, Ohio, upon a portion of which, Westwood Farms Subdivision No. 1, a Declaration of Covenants and Restrictions was imposed, as recorded as Document No. 00781860 of Cuyahoga County Records, dated July 22, 1993 and recorded on May 9, 1994, together with Amendments thereof recorded in the Cuyahoga County Records (the "Westwood Farms Declaration"); pursuant to such Westwood Farms Declaration, there was created the Westwood Farms Homeowners' Association (hereafter "Westwood Farms Association"), an Ohio not-for-profit corporation to administer and exercise the functions and powers set forth in the Westwood Farms Declaration; and

WHEREAS, pursuant to Article II of the Westwood Farms Declaration, the Premises were added to Westwood Farms Subdivision by the Declarant thereof, as Additional Property; and by such action the scheme of the Westwood farms Declaration was extended to the Premises; and

WHEREAS, the Developer, for the benefit of all future owners, mortgagees and occupants of the Premises or any part thereof, established the covenants, rights, easements, privileges and restrictions set forth in that certain declaration of covenants, restrictions and easements of Greystone Pointe at Westwood Farms recorded with the Cuyahoga County Recorder's Office as Document No. 2000-12010144 on or about December 1, 2000 (the "Original Declaration"), with respect to said Premises and the ownership, use, conduct and maintenance of the Common Properties located therein (the within covenants, rights, easements, privileges and restrictions being in addition to, and not in lieu of, any of the covenants, rights, easements, privileges and restrictions created upon the Premises by reason of the Westwood Farms Declaration); and

WHEREAS, the Original Declaration was amended by the Declarant by a document dated October 5, 2001 and recorded on October 15, 2001 with the Cuyahoga County Recorder as Instrument No. 2001-10151117, by which certain changes concerning lawn ornaments were made to the Original Declaration (the "First Amendment"); and

WHEREAS, the Original Declaration was amended by the Declarant by a document dated August 12, 2003 and recorded on September 9, 2003 with the Cuyahoga County Recorder as Instrument

No. 2003-09090465, by which certain changes concerning post lamps, irrigation systems, electric fences and other pet control devices, and common properties parking were made to the Original Declaration (the "Second Amendment"); and

WHEREAS, the Original Declaration was amended by the Declarant by a document dated June 18, 2003 and recorded on November 21, 2003 with the Cuyahoga County Recorder as Instrument No. 2003-11211151, by which certain changes concerning lawn ornaments were made to the Original Declaration (the "Third Amendment"); and

WHEREAS, the Original Declaration was amended by the Declarant by a document dated September 24, 2003 and recorded on November 21, 2003 with the Cuyahoga County Recorder as Instrument No. 2003-11211152, by which certain changes concerning lawn ornaments were made to the Original Declaration (the "Fourth Amendment"); and

WHEREAS, for the efficient preservation of the values and amenities in the Premises the Association was created to take title to the Common Properties of the Premises and to administer and enforce the Original Declaration, and to collect and disburse the assessments and charges thereby created; and

WHEREAS, the Association was duly incorporated under the laws of the State of Ohio as a non-profit corporation for the purposes of exercising the functions delegated to it pursuant to the Original Declaration; and

WHEREAS, pursuant to Article X, Section 3 of the Original Declaration, the Original Declaration may be amended by the affirmative vote of Members (defined below) entitled to exercise seventy-five percent (75%) of the voting power of the Association; and

WHEREAS, Members representing at least seventy-five percent (75%) of the voting of the Association have approved the amendment and restatement of the Original Declaration, as represented by this Declaration.

#### **ARTICLE I – IMPOSITION OF COVENANTS AND RESTRICTIONS**

NOW, THEREFORE, the Association, on behalf of itself and its Cluster Site Owners, successors, and assigns, does hereby:

1. Declare that the real property described in Exhibit A, is and must be held, transferred, sold, conveyed and occupied subject to the covenants, restrictions, easements, charges and liens (hereafter sometimes referred to as "Covenants") hereinafter set forth in this Declaration, and further declares that this Declaration must constitute covenants to run with the land and must be binding upon the Association, its successors and assigns, and all subsequent owners of all or any part of said real property, together with its and their grantees, successors, heirs, executors, administrators and assigns.

2. Covenant and agree that the Common Properties, located within the Premises, must, at all times during the term of this Declaration, remain and be used solely for the common nonexclusive

use of the Owners within the Premises, their lessees, members of their immediate household, and guests, subject to the following rights, reservations and easements:

(a) rights reserved to the Association, its successors and assigns in Articles III and IV hereof;

(b) rights of the Association, its successors and assigns to construct, install, use and maintain storm and sanitary sewers, swales, water lines, drainage facilities, retention areas, utilities, and cable lines in the Common Properties, and to reserve and grant easements for the same to itself, the public authorities, public agencies and public utilities.

3. Declare that the Association may administer and exercise certain of the functions and powers set forth in the Westwood Farms Declaration as may be delegated to it by the Westwood Farms Association, subject to agreement between the Westwood Farms Association and the Association as the same relates solely and only to the Premises, the Cluster Sites and houses constructed thereon and the Common Properties located exclusively in the Premises, or adjacent thereto.

4. Declare that the Association 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.

5. Declare that no structures (including but not limited to sidewalks and driveways), plantings or other materials must 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 must 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 must have the right to enter upon and across the Common Properties and each Cluster Site at any place that the City deems necessary in order to install or maintain, or to perform any function or operation in accordance with such easements.

## **ARTICLE II – DEFINITIONS**

1. "Association" will mean and refer to Greystone Pointe at Westwood Farms Homeowners' Association, Inc., an Ohio not-for-profit corporation, its successors and assigns.

2. "Cluster Site Owner" will 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.

3. "Premises " will mean and refer to that certain real property hereinbefore described in Exhibit A. "Premises" is sometimes hereafter referred to as "Properties ".

4. (a) "Common Properties", or "Common Property" will mean and refer to those areas of land within the Premises, if any, which are intended to remain as open areas and buffer zones, and for storm water retention areas, drainage, swales, storm and sanitary sewers, water main, utilities, guest parking, entrance ways, walls, earth mounds and landscaping, for the common use, benefit and enjoyment of all Cluster Site Owners and which are specifically designated as such on any subdivision plat recorded in the Cuyahoga County Records of the Premises, or which are designated or described as such in this Declaration, or on any drawing which is an Exhibit to this Declaration. The terms "Common Areas" and "Common Area", when appearing in this Declaration must convey the same meaning.

(b) "Common Easement Area" will mean and refer to those areas of the Cluster Sites within the Premises, which are intended for the common use, benefit and enjoyment of all Cluster Site Owners and which are designated as such on any such subdivision record plat of the Premises or are designated or described as such in this Declaration, or on any drawing which is an Exhibit to this Declaration. Payment of the real estate taxes and assessments on each Cluster Site, including the part thereof subject to any Common Easement Area or other easement, must be the obligation of the Cluster Site Owner.

5. "Cluster Site" will mean and refer to any subplot (whether or not improved with a house), including any Single Family Detached House constructed upon a Sublot shown upon any record subdivision plat of the Premises with the exception of the Common Properties. Each Cluster Site must 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.

6. "Articles of Incorporation and By-Laws" will 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. The By-Laws of the Association are attached hereto and incorporated herein as Exhibit C.

7. "City" will 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.

8. "Developer" will mean and refer to Parkview Homes, Inc.

9. "Development Period" will mean the period of the development of the Premises, together with any additions thereto by Developer, having ended on or about December 31, 2013.

10. "Living Unit" will include the term "house" and must mean and refer to any building or any portion of a building situated within the Premises, or any Cluster Site, designed and intended for

use and occupancy as a residence by a single family. A residential single-family housing unit situated on the Premises, whether attached or detached, is herein defined as a "Living Unit" or a "House".

### **ARTICLE III – PROPERTIES SUBJECT TO THE DECLARATION**

1. Premises. The real property which is and must be held, transferred sold, conveyed, and occupied subject to this Declaration is located in the City of Strongsville, Ohio, includes Greystone Pointe at Westwood Farms, all as is more particularly described in Exhibit A annexed hereto and made a part hereof.

2. Association Merger. The Association may be merged or consolidated with another Association as provided in its Articles, By-Laws or Rules of 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 plan. No such merger or consolidation, however, will 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 PROPERTIES**

1. Every Member, and each Lessee of a Cluster Site or Living Unit of a Member (for himself, his immediate household, and guests), must have a non-exclusive right and easement of enjoyment and use of the Common Properties owned by the Association for use as open space and/or green belt purposes, in common with all others entitled to use the same, and such easement must be appurtenant to and must pass with the title to every Cluster Site. Said right and easement must be subject to the following provisions:

(a) the right of the Association to borrow money for the purpose of improving the Common Properties and in aid thereof to mortgage said properties;

(b) the right of the Association to make reasonable rules and regulations regarding the use of the Common Properties and Common Easement Areas, including driveways, parking spaces, and access easements by the Members and other persons entitled to such use;

(c) the right of the Association to suspend a Member's voting rights and right to use of the Common Properties: (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 immediate household, lessee or guests;

(d) the right of the association to suspend a Member's services (landscaping, snow removal, painting, etc.): (i) for any period during which any dues or special 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 immediate household, lessee or guest;

(e) the right of the Association, to dedicate or transfer all or any part of the Common Properties 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;

(f) the right of the Association to take such steps as are reasonably necessary to protect the Common Properties against foreclosure.

2. The right of use and enjoyment of the Common Properties must not commence as to any Cluster Site Owner, his lessee(s), guests and family, until such Cluster Site Owner commences paying assessments pursuant to Article V.

(a) The Association must have the duty to maintain all Common Properties, Common Easement Areas, guest parking, storm water retention areas, easements, drives, storm sewers, and swales. Maintenance must include but not be limited to painting, repairing, replacing, and caring for all appurtenances, exterior and interior building surfaces, trees, shrubs, grass areas, driveways, paving, walls, concrete, and other improvements in and/or on the Common Properties and Common Easement Areas.

(b) The Association must pay for all real estate taxes and assessments on all Common Properties.

## **ARTICLE V – MEMBERSHIP AND VOTING RIGHTS IN THE ASSOCIATION**

Each person or entity who is a record owner of a fee or undivided fee simple interest in any Cluster Site will automatically be a member of the Association ("Member"), 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 must not be a Member. When more than one person holds such interest or interests, in any Cluster Site, all such persons will be Members, however, for quorum, voting, consenting and all other rights of Membership, such persons must collectively be counted as a single Member, and entitled to one vote for each such Cluster Site, which vote for such Cluster Site must be exercised as they among themselves deem. Each such Member must be jointly and severally liable for the payment of the assessments herein provided with respect to such Cluster Site.

## **ARTICLE VI – ASSESSMENTS**

1. Creation of the Assessments. Each Cluster Site Owner, by acceptance of a deed therefore, whether or not it is so expressed in any such deed or other conveyance, is deemed to covenant and hereby covenants and agrees to pay the Association:

(a) an annual assessment for the continued operation, care, maintenance and repair of the Common Properties and the Cluster Sites as provided in this Declaration, and for the Association's performance of its other functions and responsibilities; and



(b) special assessments for improvements or other capital expenditures, including the acquisition of additional property for use as Common Properties, for emergency, operating, maintenance or repair costs, and for other costs and expenses not anticipated in determining the applicable annual assessment. Each assessment must be in the same amount for each Cluster Site.

2. Annual Assessments. The annual assessment must be determined and levied annually by the Trustees of the Association prior to the date of the annual meeting of the Members, in such amounts as in their discretion must be reasonably necessary to meet expenses anticipated during the ensuing year and to accumulate reasonable reserves for anticipated future operating or capital expenditures. The annual assessments for each calendar year must be payable to the Association in semi-annual installments beginning on the first day of April of such ensuing year.

(a) The annual assessment is to be paid by the Member on the due dates without the need for an invoice or notification for each payment.

(b) Any invoices for Annual Assessments are to be considered a courtesy by the Board of Trustees and may be terminated at any time.

3. Special Assessments. Special Assessments may be levied by the Association from time to time at a meeting of the Members by the affirmative vote of Members entitled to exercise a majority of the voting power of the Association and, provided that written notice must be given to each Member at least thirty (30) days in advance of the date of such meeting stating that a special assessment will be considered at and discussed at such meeting. Special assessments may, if so stated in the Resolution authorizing such assessment, be payable in installments over a period of years.

All such Annual and Special Assessments must be in addition to any Annual or Special Assessments payable to the Westwood Farms Association pursuant to the Westwood Farms Declaration.

4. Due Dates of Assessments: Defaults: Lien Rights and Priority of Liens; Personal Liability:

(a) The due dates of the semi-annual installments of the annual assessments must be on the first day of April and the first day of October in each year. The due date of any special assessment or installment thereof must be fixed in the Resolution of the Members authorizing such assessment, and written notice of such special assessment or installment thereof must be given to each Owner subject thereto at least sixty (60) days in advance of such due date.

(b) If any installment of the annual assessment, or special assessment, or installment of a special assessment, or other assessment charged to a Cluster Site Owner by the Association, is not paid within thirty (30) days after the due date, such delinquent installment or assessment must bear interest from the due date at the rate of fifteen percent (15%) per annum (but in no event higher than the highest rate which may be legally charged) until paid. In addition, the Board of Trustees by appropriate Rule, may impose a charge for late payment not to exceed five percent (5%) of the amount due if not paid within said thirty (30) day period.

(c) The Annual Assessments and Special Assessments, and any other assessments authorized in the Declaration and charged by the Association to a Cluster Site Owner, together with any late charges, interest thereon and costs of collection thereof as hereinafter provided, applicable to a Cluster Site, must be a charge on such Cluster Site and upon perfection, as hereafter provided, must constitute a lien upon the Cluster Site against which each such assessment is made securing any such unpaid assessments, charges, costs, and interest, until paid in full.

(d) Payments made by the Record owner of any Cluster Site will satisfy outstanding balances in the following order of priority: (i) late fees due from previous obligations; (ii) interest assessed on previous obligations; (iii) previous unpaid dues; (iv) current amount due; (v) special assessments; (vi) attorney fees; (vii) remaining unpaid amounts.

Each such assessment, together with interest, costs and reasonable attorney's fees, will also be the personal obligation of the person who was the owner of such Cluster Site at the time when the assessment or charge fell due.

(e) If at any time an installment of an assessment or any other charge or assessment due hereunder remains unpaid for thirty (30) or more days after it has become due and payable, a Certificate of Lien for all or any part of the unpaid balance of the Assessment, together with interest, late payment charges and costs and reasonable attorney fees, may be filed for record with the Recorder of Cuyahoga County Ohio, pursuant to authorization by the Board. The Certificate must contain a description of the Cluster Site against which the lien must exist, the name or names of the record Owner(s), the amount of the unpaid portion of the Assessments and the interest, charges, and costs, and must be signed by the President or other chief officer of the Association. Such lien must become effective on the date the certificate or lien is filed for record in the office of the Cuyahoga County Recorder and must remain valid until released or satisfied in the same manner provided by law for the release and satisfaction of mortgages on real property or discharged by the final judgment or order of the court in an action brought to discharge such lien as hereinafter provided.

(f) The Association may, after such thirty (30) day period, bring an action at law against the Owner responsible for the payment of such assessment, and, additionally or alternatively may foreclose the lien against the Cluster Site of said owner for the amount of such assessment, plus interest on the assessment or installment amount as above provided, and together with the costs of the action and reasonable attorney fees in favor of the Association, for which amounts judgment may be rendered by a court of competent jurisdiction in favor of the Association.

(g) The lien provided for in this Section must have priority over any lien or encumbrance subsequently arising or created, except liens for real estate taxes and assessments and the lien of a bona fide first mortgage which has been filed for record prior to the filing of the certificate of lien for record. The lien may be foreclosed in the same manner as a mortgage on real property in an action of the Association brought by the President or other chief officer as authorized by the Board. During the pendency of any such foreclosure action, the owner or owners of the Living Unit on the Cluster Site affected must be required to pay a reasonable rental for such Living Unit commencing as of the date foreclosure proceedings are filed and continuing during the pendency of such action. The

plaintiff in such action must be entitled to the appointment of a receiver to collect the same. In any such foreclosure action, the Association must be entitled to become a purchaser at the foreclosure sale.

(h) Any Cluster Site Owner who believes that an Assessment against such Cluster Site has been improperly charged or a lien improperly filed may commence an action in the Court of Common Pleas for Cuyahoga County Ohio, for a termination or modification of the Assessment and/or the discharge or modification of any such lien.

(i) When the holder of a first mortgage on a Cluster Site acquires title by virtue of foreclosure of the mortgage or by deed in lieu of foreclosure, or any purchaser acquires the Cluster Site at a foreclosure sale of a first mortgage, such holder or purchaser must take the Cluster Site free of any claims for unpaid assessments and charges against the Cluster Site other than those assessments which were the subject of a certificate of lien filed for record prior to the recording of such mortgage.

(j) In the case of a bona fide sale of a Cluster Site, no grantee will be liable for, nor will the interest purchased be subject to a lien for any unpaid assessments, late charges, interest or attorney fees which became due prior to the date of transfer of title to said grantee, unless a lien has been filed for the same as hereinabove set forth in this Section, prior to the date of transfer of title to said grantee.

5. Computation and Application of Annual Assessments. The annual assessments to be levied against each Cluster Site Owner must be equal to the product of the total annual budget for the Association times a fraction, the numerator of which is one (1) and the denominator of which is the total number of Cluster Sites within the Premises. The assessments levied and collected by the Association must be applied by the Association toward payment of the following costs and expenses:

(a) all costs and expenses incurred by the Association in the performance of all Association functions and services, and for the discharge of all duties and obligations of the Association, as set forth in this Declaration, the By-Laws, or as established by the Association;

(b) the full amount of any taxes and assessments levied against the Common Properties;

(c) all legal and accounting services required by the Association;

(d) the cost of collecting assessments, and expenses of maintaining the Association; and

(e) any and all other purposes which the Association may determine from time to time to be for the general benefit of the owners of the Cluster Sites, and the Association.

It must 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 will have the sole discretion as to when and to what extent and in what manner such services are to be provided. The Association may delegate

the performance of any such services to any agent, contractor, or management company hired by the Association to perform any of such services.

Such assessments may be increased, decreased or adjusted from time to time by the Association as the interests of the Cluster Site Owners in the Premises may, in the judgment of the Board, require. The Association must exercise its discretion and judgment as to the amount of its funds to be expended in connection with each of the purposes for which its funds are collected, and its discretion in reference thereto must be binding upon all the interested parties.

6. Abatement. No diminution or abatement of assessments will be allowed or claimed for inconvenience or discomfort arising from the making of repairs or improvements to the Common Properties or from any action taken to comply with any law, ordinance, or order of a governmental authority.

7. Notice of Delinquency. The Association must 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 must 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.

8. Rights of City. After the transfer of title to the Common Properties to the Association, the City must 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 Properties, 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. The assessments set forth above are enforceable as provided by law or under this Article VI.

9. Exempt Property. The following property must 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 local public authority and devoted to public use;

(b) the Common Properties as defined in the Declaration;

(c) all properties of the City of Strongsville which are exempted from taxation by the laws of the State of Ohio.

## **ARTICLE VII – COVENANTS FOR MAINTENANCE**

1. The Association must have the duty to maintain all Common Properties, Common Easement Areas, guest parking, storm water retention areas, easements, drives, storm sewers, and swales beginning at such time as title has been conveyed to the Association. Maintenance must include, but not be limited to, painting, repairing, replacing, and caring for all appurtenances, exterior and interior building (located in or on the Common Properties or Common Easement Areas) surfaces, trees, shrubs,

grass areas, driveways, paving, walls, concrete, and other improvements in and/or on the Common Properties, and Common Easement Areas.

2. The Association must be further be responsible for:

(a) the care and maintenance of the Common Properties, Common Easement Areas, including but not limited to the parking improvements, driveways, structures, mailboxes and posts, landscaping, lawns, earth mounds, walls and fences, including landscape timber walls, located on the Common Properties, and Common Easement Areas;

(b) the payment of the real estate taxes and assessments assessed by the public authorities against the Common Properties;

(c) except for any landscaping installed or altered by a Cluster Site Owner within the ten (10) foot strip described in Article IX, Section 7, and except the area behind the Living Unit from the line co-extensive with the rear wall of the Living Unit (extending from each side boundary of the Cluster Site) to the rear boundary of the Cluster Site (provided, however, that the Association must be responsible for maintenance of grass located on said area to the rear of the Living Unit), maintenance of the landscaping, earth mounds and landscape timber walls for all Cluster Sites, and lawn mowing and general lawn care for all of the Cluster Sites, Common Properties, tree lawns, and easements, provided that in the discretion of the Board of Trustees, the Association need not replace any trees located in any Common Properties or on any Cluster Site which may be damaged or which may die;

(d) the maintenance, repair and replacement of the public sidewalks abutting the Premises, driveway aprons for each Cluster Site, and common easement areas for guest parking, driveways and landscaping, easements, storm sewers, drainage and swales (including catch basins therein and any other appurtenances, hard surfaces, or drives thereon) as said easements are shown in Exhibits to this Declaration, or as otherwise shown on any record plat, or created by any other instrument of record of the Premises;

(e) the care and maintenance of the following exterior portion of each Living Unit on a Cluster Site: the painting of exterior surface of all entrance doors, garage doors and exterior trim; except for minor repairs and touch up, all Living Units within the Premises must be repainted/retained approximately the same time, within the discretion of the Board of Trustees and subject to the approval of color and type of such painting or staining by the Board of Trustees; and

(f) snow removal of the common parking, walkways, public sidewalks and individual driveways of the Cluster Sites, or other areas of the Premises deemed necessary in the discretion of the Board of Trustees. The Association will not be responsible for snow removal or landscaping if the area is partially or fully blocked on the day that activity is scheduled.

4. Responsibility of Cluster Site Owners. Each Cluster Site Owner must maintain in good condition and repair (including replacements as necessary) all other portions of his Cluster Site, including any portion of the Living Unit thereon not maintained by Association as above provided, including but not limited to the individual driveways for the house, the private walkways and patios,

including all windows and glass, all exterior lighting fixtures, exterior light bulbs, exterior siding, gas and electric service lines, and exterior heating and cooling units. The Cluster Site Owner, must also periodically water the lawns and landscaping on his Cluster Site, for the proper maintenance and growth thereof, at said owner's expense and must maintain and replace (to the same standard as applies to the Association with respect to landscaping) all landscaping, whether installed by the Cluster Site Owner, the Developer or the Association, except for grass maintenance, located within the area to the rear of the Living Unit as defined in Section 2(c) of this Article VII, at said owner's expense.

In the event that a Cluster Site Owner fails to perform the obligations required of said owner as herein provided, after Notice by the Association to perform the same, the Association may perform such maintenance and make such repairs, replacements, or painting, and assess the cost thereof to said owner. The Cluster Site Owner must pay the cost assessed by the Association on demand with interest thereon at the rate of ten percent (10%) per annum (but in no event higher than the highest rate which may be legally charged) until paid. Until paid, such assessment must be a charge against said owner's Cluster Site and must constitute a lien thereon by the Association, upon perfection in the manner provided in Article VI, Section 4.

#### **ARTICLE VIII – INSURANCE**

1. Insurance to be Obtained by Cluster Site Owners. Each Cluster Site Owner must maintain at a minimum a homeowner's Class 3 policy of fire and extended coverage hazard insurance (with a malicious mischief and vandalism endorsement) upon the house located upon his, her or its Cluster Site, with replacement cost endorsement, in the full insurable value of such house, and coverage for loss or damage to contents and personal property. Said policy must include a policy of public liability insurance upon the Cluster Site and the Common Properties with such limits of coverage as the Association may select.

In the event of any damage to or destruction of the house, the Cluster Site Owner must promptly commence repair and restoration of the house to the condition existing prior to such damage or destruction, using the insurance proceeds to the extent available. Evidence of such insurance must be provided to the Association at the time of Closing of the purchase and sale of each Cluster Site.

2. Insurance to be Obtained by Association. The Association must obtain and pay out of the funds collected through assessments.

(a) Liability Insurance. A policy or policies insuring the Association, its officers and Trustees, and the owners against any liability to the public or to the owners of Cluster Sites and their invitees, guests or tenants, incident to the ownership and/or use of Common Properties, and Common Easement Areas, the limits of which policy must be reviewed annually by the Association, but must not be less than One Million Dollars (\$1,000,000.00) in respect of any one occurrence, and not less than Five Hundred Thousand Dollars (\$500,000.00) in respect to damage to or destruction of property arising out of any one occurrence.

(b) Casualty Insurance. All hazards casualty insurance insuring against loss or damage to any structure or improvements on the Common Properties.

(c) Errors and Omissions. The Board of Trustees is authorized to ensure its members and officers from liability resulting from an act or a failure to act, pursuant to the authority of office or an act or failure to act, intended to be committed pursuant to authority of office.

(d) Worker's Compensation Insurance. The Board of Trustees is authorized to obtain Worker's Compensation and unemployment insurance to the extent necessary to comply with any applicable laws.

(e) Fidelity Bonds. Fidelity Bonds must be required for all officers and employees of the Association handling or responsible for Association funds. The premiums on such bonds must be paid by the Association as a common expense.

All of said insurance to be obtained by the Association, must be subject to availability of said insurance by insurance carriers authorized to write such insurance in the State of Ohio.

#### **ARTICLE IX – PROTECTIVE COVENANTS AND EASEMENTS**

1. Protective Covenants of Westwood Farms Declaration. In addition to the provisions of this Declaration, the Premises are subject to the protective covenants of the Westwood Farms Declaration, as supplemented and modified from time to time. Not in limitation of the foregoing, nothing may be constructed or altered upon any Cluster Site without first obtaining the approval of the Westwood Farms Association as set forth in the Westwood Farms Declaration with such exceptions as are set forth therein.

2. Land Use. No industry, business, trade, occupation, or profession of any kind whether for commercial, religious, educational, charitable, or other purposes will be conducted, maintained or permitted on any Cluster Site except such as may be permitted by the Association, and except that:

(a) a Cluster Site Owner, or the Association, or their agents or representatives may perform or cause to be performed any maintenance, repair or remodeling work with respect to any Cluster Site, Living Unit, the Common Properties, or Association property.

(b) any business, trade, occupation or profession (the conduct of which does not violate any ordinance of the City); provided, however, that the business, trade, occupation or profession does not involve visits by business invitees to the Cluster Site or Living Unit and does not involve any activities outside of the Cluster Site or Living Unit and does not involve any activities (except for deliveries by the United States Postal Service or the United Parcel Service or Federal Express or similar delivery services) or anything visible outside of the Cluster Site or the Living Unit and does not involve any sounds, vibrations or odors noticeable outside of the Cluster Site or Living Unit.

3. Architectural Control. No building or other structures will be erected, constructed, reconstructed, placed, altered or suffered to remain upon any Cluster Site on the Premises by any person, contractors or employees, unless and until the plans and specifications showing the size, height, type and materials of construction thereof and the location of the same must have been submitted to the

Association and the Westwood Farms Association and approved in writing as to the harmony of the external design and the location in relation to surrounding structures and topography. Submission of plans and specifications must be made to the Association for approval.

Such plans and specifications must be complied with as approved in all material respects. Notwithstanding anything to the contrary in the Westwood Farms Declaration, or in this Declaration, the Association, as the case may be, must have the right hereunder to refuse to permit any "out-building", to be erected, constructed, reconstructed, placed or replaced on any Cluster Site and/or the right to refuse to permit the construction of or expansion of any deck which extends to a depth beyond the depth of such deck originally approved by the Planning Commission of the City of Strongsville at the initial approval of the Westwood Farms site plan.

The Association's right of review and approval hereunder must be exercised by the Board of Trustees, or by an Architectural Committee of three representatives appointed by said Board (the "Architectural Committee"). If said Board, or its designated Committee, as the case may be, fails to approve or disapprove any such plans and specifications within forty-five (45) days after the same have been submitted to it, approval will be deemed to have been granted, and this Article will be deemed to have been fully complied with. Notwithstanding approval by the Association, the request may be denied by the Westwood Farms Association in accordance with the Westwood Farms Declaration.

Not in limitation of the foregoing, the Board of Trustees and/or Architectural Committee, as the case may be, may, but is not obligated to, approve fences (at such locations and with such dimensions and designs and constructed of such materials as it deems appropriate) on Cluster Sites or on Common Properties which are adjacent to real estate which is not subject to these covenants and restrictions and at such other locations with respect to which the Board may, from time to time, authorize fences or authorize an Architectural Committee to approve fences.

4. Utility Easements. Easements for installation and maintenance of utilities, storm and sanitary sewers, water main and drainage facilities and swales are reserved in favor of the Association, in and over the front ten (10) feet and rear fifteen (15) feet of each Cluster Site, in and over the Common Properties, and in and over easement areas as shown on any record plat of the Premises, approved by the City and recorded in the Cuyahoga County Records. Within these easements, no structure, planting or other material will be placed or permitted to remain, without the approval of the City, which may damage or interfere with the installation and maintenance of utilities, storm and sanitary sewers, and water main, or which may change the direction of flow of drainage channels, or which may obstruct or retard the flow of water through drainage channels. The easement area of each Cluster Site and all improvements therein must be maintained continuously by the owner thereof, except for those areas and improvements for which the Association, a public authority or public utility is responsible. Association must be empowered to assign such easements to the municipality or to the appropriate public authorities or public utilities. Such easements must entitle the holder thereof to enter upon and across each Cluster Site, or Common Property at any place as required in order to make any such installation or maintenance within the easement, provided that such holder must restore the Premises to the condition existing prior to such installation or maintenance.



5. Drainage Easement. Each Cluster Site Owner and the Association must have the non-exclusive right and easement in common to utilize the waterways, lakes, courses, storm sewers, drainage pipes and retention basins in, over and upon the Common Properties for the purpose of the drainage of surface waters on the Premises, said rights-of-way and easements being hereby established for said purposes. It must be the obligation of the Association to properly maintain, repair, and operate such drainage system, retention basins and storm sewers existing on the Common Properties.

6. Television Dishes. Notwithstanding any provision of this Declaration to the contrary, a Cluster Site Owner may install, on the Cluster Site or Living Unit, one (1) direct television dish or other reception appliance, provided, however, that the dish or reception appliance does not exceed eighteen (18) inches as measured in a straight line from any point on the dish or other reception appliance to any other point thereon.

7. Landscaping. No Cluster Site Owner may alter, remove, or replace any landscaping located in, on, above or about the Premises, including, but not limited to, the Cluster Site of the Cluster Site Owner. With respect to the portion of the Cluster Site consisting of a ten (10) foot wide strip immediately adjacent to the rear wall of the Living Unit extending between lines which are extensions of the side walls of the Living Unit, each Cluster Site Owner may modify or alter or replace the landscaping within said portion of the Cluster Site, provided, however, that the alteration or replacement is not a nuisance as then defined under the common law of the State of Ohio. At the expense of the Cluster Site Owner, the Cluster Site Owner may replace any portion of the landscaping (on said owner's Cluster Site) which has died or has become diseased with a replacement of the same species which is not substantially larger than the item replaced.

8. Post Lamps. Notwithstanding any provision to the contrary in this Declaration, each Cluster Unit Owner must be solely and exclusively responsible for all repair, replacement and maintenance of the post lamp located within the owner's Cluster Site, or, in the event the post lamp is not located within the owner's Cluster Site, the post lamp that is nearest or most immediately adjacent and/or contiguous to the owner's Cluster Site regardless whether the post lamp is in an area otherwise dedicated as Common Property or Common Easement Area. If there is no post lamp on a Living Unit, the Cluster Site Owner must be similarly responsible for any lighting systems on the exterior of the Living Unit, including, but not limited to, photocell lights affixed to a wall of the Living Unit. No Cluster Site Owner must permit any post lamp or other exterior lighting to be inoperable for more than fourteen (14) consecutive days.

9. Irrigation Systems. Notwithstanding any provision to the contrary in the Declaration, each Cluster Site Owner must be solely and exclusively responsible for all repair, replacement and maintenance of any irrigation system installed on, within or around said owner's Cluster Site and any installation of said irrigation system on Common Property or Common Easement Area. The Association will have no responsibility whatsoever with respect to said irrigation system, including, but not limited to, responsibility for any replacement or repair due to any activities of the Association. The foregoing provision must not be deemed to authorize the installation or extension of an irrigation system on a Cluster Site or the Common Properties.

10. Electric Fences and Pet Control Devices. Not in limitation of any other prohibition, no electrified fence (whether above or below ground) or other pet control devices, herein called "Electric Fences", may be installed, or maintained on any Cluster Site except in the portion of the Cluster Site between the rear wall of the Living Unit and the rear boundary of the Cluster Site. The term "Electric Fences" must include, but not be limited to, any fence or other appliances or improvements intended for the purpose of restraining animals or the demarcation of an area to which pets are or are intended to be restricted. The Association will have no responsibility whatsoever with respect to the maintenance, repair, or replacement of any Electric Fences, including, but no limited to, any obligation to repair or replace any Electric Fences or portions thereof damaged due to any actions of the Association.

11. Common Properties Parking. Not in limitation of any other prohibitions, no vehicle will be parked on the Common Properties except in areas designated for parking by the Association. Vehicles otherwise permitted to be parked with visitor or guest parking spaces must not be parked anywhere within the Common Properties for more than three (3) consecutive days nor more often than three (3) times per calendar year. Vehicles violating this section will be towed at the owner's expense.

12. Roofing. Each Cluster Site Owner is responsible for roof repairs and replacement. The original roofing materials used by the Developer are "CertainTeed Landmark" shingles and the color is "Weathered Wood". Any new roof should be this color and style. New roofs must be submitted to the Trustees for approval prior to any work.

13. House Paint. Painting of the front door, any wood in the front of the house and the garage door is the responsibility of the Association. Each street will be scheduled to be painted every 4 – 5 years. Each Cluster Site Owner may change the color of the front door, but it must be one of the following Sherwin Williams (SW) colors consistent with the other Living Units.

2040 (Tan)  
SW 2294 (Carriage Door red/marron)  
SW 2049 (Window Box dark brown)  
SW 2272 (Bar Harbor blue)  
SW 2237 (Village Green)  
SW 2126 (Tricorn black)

The outside wood and garage door are "Antique Parchment" (Satin finish), or "Nacre" (Satin finish). Each Cluster Site Owner is responsible for repairing any damaged areas prior to being scheduled for painting.

14. Solar Panels. Solar panels or other solar energy systems May not be visible from the street. Solar panel systems must be approved by the Trustees prior to any work.

15. Renting and Leasing. All leases must be approved by the Association prior to execution. No Residence or part thereof will be rented or used for purposes other than in accordance with the local Zoning Ordinance. No lease may be for less than an entire Residence or for less than one (1) year. Whether or not such provisions are included in a lease of a Residence, any tenancy of a Residence will be subject to termination for a violation by the Occupants of any covenant, condition or

restriction contained in this Amended Declaration, or the Code of Regulations of the Association, or the Rules of the Association, all as may be lawfully amended from time to time. All such tenancies must be subject to termination by legal proceedings in eviction brought by the Association pursuant to Ohio Revised Code Chapters 5321 and 1923, as agent for and in the name of the Owner, for any such violation, provided that the Association gives the Owner written notice, opportunity for curing such violation, and opportunity for hearing, all following the same procedures described in Article XII hereof. The costs of any eviction action brought by the Association, including reasonable attorney fees, must be a special assessment against the Owner of the Residence at issue, enforceable in the same manner as all other assessments.

## **ARTICLE X – DURATION, WAIVER AND AMENDMENT**

1. Duration and Provision for the Periodic Modification. All covenants of this Declaration (as it may be amended from time to time) must run with the land and must inure to the benefit of and be enforceable by and against the Association, and any other Cluster Site Owner and their respective legal representatives, heirs, devisees, successors and assigns until December 31, 2032, after which time, said covenants must be automatically renewed for successive periods of five (5) years each, unless amended, modified or canceled, effective on the last day of the then current term or renewal term, at a meeting of the Members by the affirmative vote of Members entitled to exercise sixty percent (60%) of the voting power of the Association, provided that such meeting must be held at least ninety (90) days in advance of such effective date, and written notice of such meeting must be given to each Member at least sixty (60) days in advance of the date of such meeting, stating that such amendment, modification or cancellation will be considered at such meeting. Promptly following the meeting at which such amendment, modification or cancellation is enacted, the President and Secretary of the Association will execute and record an instrument reciting such modifications or cancellation.

2. Other Amendments. This Declaration may be amended or modified, effective on the date set forth in the amendment, following a meeting of the Members held for such purposes by the affirmative vote of Members entitled to exercise sixty percent (60%) of the voting power of the Association, provided that written notice must be given to every Member at least sixty (60) days in advance of the date of such meeting stating that such amendment or modification will be considered at such meeting; or this Declaration may be amended or modified in a writing adopted without a meeting, signed by Members entitled to exercise sixty percent (60%) of the voting power of the Association. Promptly following the meeting at which such amendment, modification or cancellation is enacted, or promptly following the adoption of such amendment, modification or cancellation in a writing adopted without a meeting and signed by the members entitled to exercise sixty percent (60%) of the voting power of the Association as aforesaid, the President and Secretary of the Association must execute and record an instrument reciting such amendment, modification or cancellation in the office of the Cuyahoga County Recorder.

3. Duration of Common Property Obligations. Notwithstanding anything in this Declaration to the contrary, the duties and obligations of Association, as they relate to the Common Properties, and the authority to enforce these duties and obligations must be of unlimited duration, must be non-modifiable and must be non-waivable without the prior written consent of the City.

4. Dissolution or Termination. Notwithstanding anything in this Declaration to the contrary, the Association may be dissolved or terminated only with the express written consent of the City.

## **ARTICLE XI – GENERAL PROVISIONS**

1. Notices. All notices hereunder must be in writing. All notices given or required to be given by the Association to its Members must 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.

2. Enforcement. Enforcement of the covenants of this Declaration, as may be amended from time to time, will be by any proceeding at law or in equity against any person or persons violating or attempting to violate any covenant, either to restrain violation or to recover damages, or both, and against the land to enforce any lien created by the covenants of this Declaration, and failure by the Association or any Cluster Site Owner to enforce any covenant herein contained must in no event be deemed a waiver of the right to do so thereafter.

3. The City, as a third-party beneficiary, may, but is not required to, compel compliance with Article IV, Section 2(b) or Article VII, Section 1 hereof as the City deems necessary by court action or any other means.

4. The City, as a third-party beneficiary to this Declaration and by giving its approval to these documents, must in no way be deemed to have waived any of its zoning, building or other requirements of ordinances or general law which requirements must still be binding upon the Premises if they are more restrictive than the requirements set out within these Covenants and Restrictions.

5. Service Provided by Association. The Association, in addition to its performance of the functions and responsibilities hereinabove provided for it, may but must not be required to, provide other services determined by the Trustees to be of general benefit or utility to the Cluster Site Owners, including, without limitation, the services of snow removal and refuse collection and disposal supplementary to or in lieu of such municipal services, and the expense of any such service or services must be met by the levy of assessments pursuant to Article VI.

6. Liability of Association. In executing this Declaration and the By-Laws, or any documents or instruments necessary to fully perform the obligation of the Association under this Declaration and the By-Laws, no personal liability will arise or be enforceable against the Association, or its Members, or against the Managers, Directors, officers, Agents, or Employees individually or personally and the liability of such persons and entities will be limited to the real property owned by Association and described in Article III. All claimants must look solely to said Property for satisfaction of claims or judgments of any nature arising in connection with the affairs of the Association and its Members, and no claim or judgment in tort, contract, or otherwise will be enforceable against the Association, or against the Managers, Directors, officers, Agents, or Employees or its Members, individually or personally, arising out of the ownership, management, development, construction, operation or maintenance of the property by the Association, but only against said property.

7. Invalidation of any of these covenants by judgment or court order will in no wise effect any of the other provisions which must remain in full force and effect.

8. Variances. The Association, for so long as it owns the Common Properties, or any interest therein, will 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 with respect to which such restrictions are waived or modified if, in the judgment of the Association, as the case may be, which judgment must 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 must be in writing and delivered to such Cluster Site Owner.

9. Perpetuities and Restraints on Alienation. If any of the options, privileges, covenants or rights created by this Declaration is unlawful or void for violation of: (a) the rule against perpetuities or some analogous statutory provision; (b) the rule restricting restraints on alienation; or (c) any other statutory or common law rules imposing time limits, then such provision will continue only until twenty-one (21) years after the death of the survivor of the now living descendants of Mike DeWine, Governor of the State of Ohio.

10. Articles 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 as amended from time to time and as are permitted to be set forth in such Articles and By-Laws by the nonprofit corporation law of the State of Ohio as in effect from time to time.

11. Construction of Terms. The paragraph headings contained in this Declaration are for reference purposes only and will not affect in any way the meaning or interpretation of this instrument. The use herein of the singular number must be deemed to include the plural, and vice versa, and the masculine must be deemed to mean the feminine or neuter, and vice versa, wherever the sense of this instrument so requires.

IN WITNESS WHEREOF, Greystone Pointe at Westwood Farms Homeowners Association, Inc. has executed this Declaration this 16 day of Sept, 2022.

**Greystone Pointe at Westwood Farms  
Homeowners Association, Inc.**

By: Anna H. Baumgartner

Anna H. Baumgartner, President

STATE OF OHIO )  
COUNTY OF Cuyahoga ) SS:

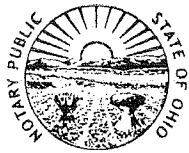
This is an acknowledgment. No oath or affirmation was given.

BEFORE ME, a Notary Public in and for said County and State, personally appeared the above named Greystone Pointe at Westwood Farms Homeowners Association, Inc., by and through Anna K. Brumister, its duly authorized President, who acknowledged that he/she did sign the foregoing Declaration and that the same is his/her free act and deed individually and as such officer and the free act and deed of said Corporation. I hereby state that either: (i) she is personally known to me or (ii) provided sufficient identification (driver's license, passport, etc.) to me.

IN TESTIMONY WHEREOF, I have hereunto set my hand and official seal at

Strongsville, Ohio, this 16 day of Sept, 2022.

Writing and Seal Must Not Exceed Box Boundaries



CYNTHIA L. PRIOLETTI  
Notary Public  
State of Ohio  
My Comm. Expires  
October 23, 2024

Cynthia L. Prioletti  
Notary Public

*This Instrument Prepared By:*  
Attorney Brandon J. Leal  
WICKENS HERZER PANZA  
35765 Chester Road  
Avon, OH 44011-1262

Exhibit A

**THE HENRY G. REITZ ENGINEERING CO.**

*Civil Engineers and Surveyors*

4214 ROCKY RIVER DRIVE

CLEVELAND, OHIO 44135-1948

Donald E. Wolke, P.S., *President*

Stuart W. Saylor, P.E., P.S., *Vice Pres.*

James T. Saylor, P.E., P.S., *Vice Pres.*

Linda S. Rerko, *Sec.-Treas.*

TELEPHONE: (216) 251-3033

FACSIMILE: (216) 251-5149

EMAIL: reitzeng@suratos.net

May 12<sup>th</sup>, 2000 rev. 7-6-00

**Description of Westwood Farms Subdivision No. 11**

Situated in the City of Strongsville, County of Cuyahoga and State of Ohio, and known as being part of Block "A" in the Fairview Fuel Corporation Lot Split & Assembly Plat, of part of Original Strongsville Township Lots Nos. 87 and 94, as shown by the recorded plat in Volume 299 of Maps, Page 63 of Cuyahoga County Records, and bounded and described as follows:

Beginning at a 3/8" drill hole in a stone at the Northeasterly corner of said Original Lot No. 94, which point is also the Northwesterly corner of the Westwood Farms Subdivision No. 6, as shown by the recorded plat in Volume 297 of Maps, Page 95 of Cuyahoga County Records, and also the Southeasterly corner of the Still Meadow Subdivision Phase 1, as shown by the recorded plat in Volume 300 of Maps, Pages 33 and 34 of Cuyahoga County Records;

Thence S. 88d 33' 15" W., along the Northerly line of said Original Lot No. 94, which line is also the Southerly line of said Still Meadow Subdivision Phase 1, a distance of 383.28 feet to the principal place of beginning;

Thence S. 1d 26' 45" E., a distance of 40.00 feet to a 5/8" capped (Reitz Eng) iron pin found;

Thence S. 18d 33' 15" W., a distance of 138.28 feet to a 5/8" capped (Reitz Eng) iron pin found;

Thence S. 1d 26' 45" E., a distance of 375.06 feet to the Westerly end of Cooper's Run;

Thence S. 88d 33' 15" W., a distance of 369.95 feet to a 5/8" capped (Reitz Eng) iron pin found;

## Exhibit A

Thence N. 0d 02' 04" E., a distance of 545.18 feet to a 5/8" capped (Reitz Eng) iron pin found on the Northerly line of said Original Lot No. 94, which line is also the Southerly line of said Still Meadow Subdivision Phase 1;

Thence N. 88d 33' 15" E., along the Northerly line of said Original Lot No. 94, which line is also the Southerly line of said Still Meadow Subdivision Phase 1, a distance of 403.16 feet to the principal place of beginning, and containing 4.6545 acres (202,749 square feet) of land, according to a survey by The Henry G. Reitz Engineering Company, Stuart W. Sayler, Registered Surveyor No. S-8028, dated rev. 6-23-00, be the same more or less, but subject to all legal highways and easements of record.

All bearings are to an assumed meridian and used to denote angles only.



## Exhibit A

### THE HENRY G. REITZ ENGINEERING CO.

*Civil Engineers and Surveyors*

4214 ROCKY RIVER DRIVE

CLEVELAND, OHIO 44135-1948

Ronald E. Wolke, P.S., *President*  
Stuart W. Sayler, P.E., P.S., *Vice Pres.*  
James T. Sayler, P.E., P.S., *Vice Pres.*  
Linda S. Rerko, *Sec.-Treas.*

TELEPHONE: (216) 251-3033

FACSIMILE: (216) 251-5149

EMAIL: reitzeng@stratos.net

May 16<sup>th</sup>, 2001

#### Description of Westwood Farms Subdivision No. 12

Situated in the City of Strongsville, County of Cuyahoga and State of Ohio, and known as being part of Block "B-1" in the Elder-West Lot Split and Consolidation Plat, of part of Original Strongsville Township Lot No. 94, as shown by the recorded plat in Volume 310 of Maps, Page 4 of Cuyahoga County Records, and bounded and described as follows:

Beginning at a 1" iron pin in a monument box on the centerline of Greystone Pointe, 50 feet wide, at its intersection with the centerline of Cooper's Run, 60 feet wide;

Thence S. 88d 33' 15" W., along the centerline of Cooper's Run, a distance of 181.13 feet to the Westerly end of Cooper's Run and the principal place of beginning;

Thence S. 0d 02' 04" W., along the Westerly end of Cooper's Run, a distance of 30.01 feet to the Southerly line thereof;

Thence S. 88d 33' 15" W., along the Southerly line of Cooper's Run, a distance of 372.42 feet to a 5/8" capped (Reitz Eng) iron pin set;

Thence N. 1d 26' 45" W., a distance of 605.00 feet to a 5/8" capped (Reitz Eng) iron pin set on the Northerly line of said Original Lot No. 94;

Thence N. 88d 33' 15" E., along the Northerly line of said Original Lot No. 94, a distance of 388.06 feet to a 5/8" capped (Reitz Eng) iron pin found at the Northwestern corner of the Westwood Farms Subdivision No. 11, as shown by the recorded plat in Volume 309 of Maps, Page 52 of Cuyahoga County Records;

Thence S. 0d 02' 04" W., along the Westerly line of said Westwood Farms Subdivision No. 11, passing through a 5/8" capped (Reitz Eng) iron pin found at 545.18 feet, a distance of 575.19 feet to the principal place of beginning, and containing 5.2811 acres (230,047 square feet) of land, according to a survey by The Henry G. Reitz Engineering Company, Stuart W. Sayler, Registered Surveyor No. S-8028, dated May, 2001, be the same more or less, but subject to all legal highways and easements of record.

All bearings are based on the centerline of Cooper's Run being N. 88d 33' 15" E. and are used to denote angles only

Exhibit A

**THE HENRY G. REITZ ENGINEERING CO.**

*Civil Engineers and Surveyors*

4214 ROCKY RIVER DRIVE  
CLEVELAND, OHIO 44135-1948

Stuart W. Sayler, P.E., P.S., *President*  
James T. Sayler, P.E., P.S. *Vice Pres.*  
Linda S. Rerko, *Sec.-Treas.*

TELEPHONE: (216) 251-3033  
FACSIMILE: (216) 251-5149  
EMAIL: reitzeng@stratos.net

June 18<sup>th</sup>, 2003

**Description of Block "A1A" in the Westwood Farms Subdivision No. 14**

Situated in the City of Strongsville, County of Cuyahoga and State of Ohio, and known as being all of Block "A1A" in the Westwood Farms Subdivision No. 14, of part of Original Strongsville Township Lot No. 93, as shown by the recorded plat in Volume      of Maps, Page      of Cuyahoga County Records, and containing 2.2805 acres (99,337 square feet) of land, according to a survey by The Henry G. Reitz Engineering Company, Stuart W. Sayler, Registered Surveyor No. S-8028, dated Rev. 04-15-03, be the same more or less, but subject to all legal highways and easements of record.

A small map showing the location of the site relative to the county line and the town of Otis. The map indicates the site is located in Otis County, near the town of Otis.

1-14 PRE USED  
LORAIN  
CUYAHOGA  
TO 96  
1705.27 REG.  
5/10  
(DET)  
PROB

CURVE DATA:

(A)	(B)
R=20.00	R=20.00
D=90°00'00"	D=49°58'41"
L=31.42	L=17.45
C=28.28	C=15.90

N43°30'15"E T=20.00	(C) R=50.00 D=25°09'37"	N23°33'06"W T=9.33	(D) R=50.00 D=49°50'05"
------------------------	-------------------------------	-----------------------	-------------------------------

	(E)	(F)
L=21.96	L=43.49	
C=27.78	C=42.13	
N38°51'38"W	N 01°21'47"W	
T=11.16	T=23.23	

R=50.00 D=31°35'19" L=27.57 C=27.22 N39°20'54"E	R=50.00 D=66°04'32" L=57.66 C=54.52 N88°10'50"E
---	---

15' PUBLIC STORM SEWER SWALE EASEMENT	<p>(G) R=50.00 D=3220'09" L=28.22</p> <p>(H) R=50.00 D=49'50"05" L=47.49</p>	<p>T=14.14</p> <p>T=32.52</p>
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Q=27.85 N42°36'49"W T=14.50	Q=42.13 N.01°31'43"W T=23.23
R=50.00 (1)	R=20.00 (2)

D=25°09'37"  
 L=21.96  
 C=21.78  
 N35°08'E  
 T=11.16  
 D=49°59'41"  
 L=17.45  
 C=16.90  
 N26°26'36"E  
 T=9.33

(K)  
R=20.00  
O=90°00'00"  
L=31.42  
C=28.23


N46°26'45" W  
T=20.00

—Z

~~SUMED~~

GRAPHIC SCALE

**LEGEND:**



SCALE 1" = 50'

● DENOTES 5/8" CAPPED (REITZ ENG.)  
IRON PIN FOUND

○ DENOTES 5/8" CAPPED (REITZ ENG.)  
IRON PIN SET.

**2** DENOTES 1" IRON PIN  
IN MONUMENT BOX SET.

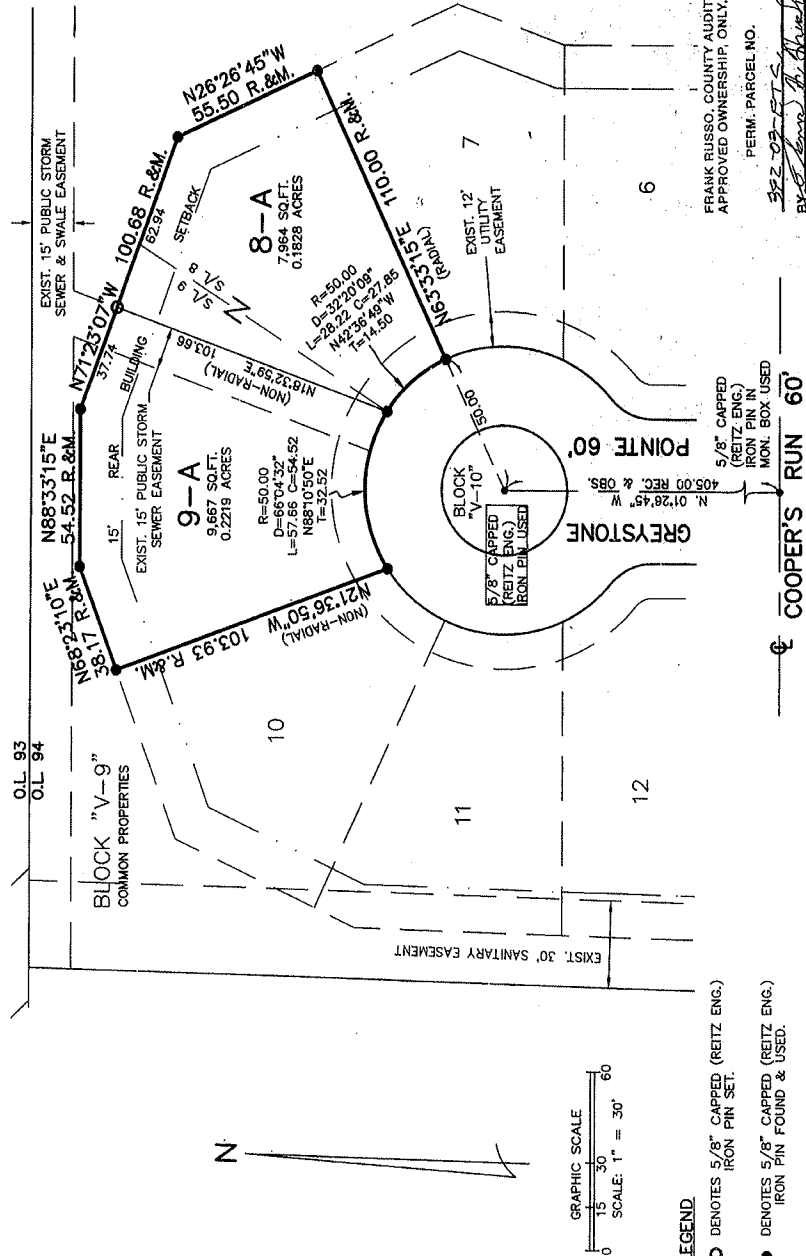
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# GREYSTONE POINTE LOT SPLIT AND ASSEMBLY PLAT

BEING ALL OF SUBLOTS NOS. 8 AND 9 IN THE TAX SPLIT MAP OF GREYSTONE POINTE AT WESTWOOD FARMS, OF PART OF ORIGINAL STRONGSVILLE TOWNSHIP LOT NUMBER 94, AS SHOWN BY THE RECORDED PLAT IN VOLUME OF MAPS, PAGE OF CUYAHOGA COUNTY RECORDS, NOW IN THE CITY OF STRONGSVILLE, COUNTY OF CUYAHOGA, AND STATE OF OHIO. PERMANENT MONUMENTS WERE FOUND OR 5/8" CAPPED (REITZ ENG.) IRON PINS WERE SET AT ALL POINTS INDICATED HEREON. BEARINGS ARE BASED ON THE CENTERLINE BEARING OF GREYSTONE POINTE, AS SHOWN BY SAID TAX SPLIT MAP. DISTANCES ARE GIVEN IN FEET AND DECIMAL PARTS THEREOF. ALL OF WHICH WE CERTIFY TO BE CORRECT.

SCALE: 1" = 30'  
JANUARY, 2001  
THE HENRY G. REITZ ENGINEERING CO.  
4214 ROCKY RIVER DR., CLEVELAND, OHIO 44135  
PHONE: (216) 251-3033 FAX: (216) 251-5149

BY: Stuart W. Sayler VICE PRESIDENT  
STUART W. SAYLER, REG. SURVEYOR NO. 8028



FRANK RUSSO, COUNTY AUDITOR  
 APPROVED OWNERSHIP ONLY, OF  
 PERM. PARCEL NO.  
392-03-105  
 BY: Stuart W. Sayler  
 Deputy Auditor

## ACCEPTANCE

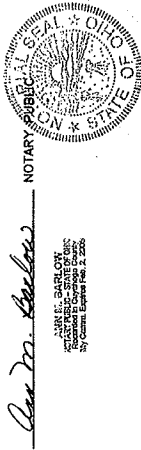
WE, THE UNDERSIGNED OWNERS OF THE WITHIN PLATTED LAND, DO HEREBY ASSENT TO AND ADOPT THIS PLAT OF THE SAME, ACKNOWLEDGING THAT SAID PLAT WAS PREPARED AT OUR REQUEST, AND AUTHORIZE THE RECORDING THEREOF.

Parkview Homes, Inc.

COUNTY OF CUYAHOGA ) SS  
 STATE OF OHIO )

BEFORE ME, A NOTARY PUBLIC IN AND FOR SAID COUNTY AND STATE, PERSONALLY APPEARED Parkview Homes, Inc., BY Richard A. Hartzell, Jr., WHO ACKNOWLEDGED THAT HE DID SIGN THE FOREGOING INSTRUMENT AND THAT THE SAME WAS HIS FREE ACT AND DEED OF SAID CORPORATION.

IN TESTIMONY WHEREOF, I HAVE HEREUNTO SET MY HAND AND OFFICIAL SEAL AT Strongsville, OHIO THIS 24th DAY OF March, 2001



EX-105  
 301-133 W  
 3-106

Plat No. 18, 24  
 RECEIVED FOR RECORD  
 Recorded in Cuyahoga County Records  
 On April 9, 2001  
 At 1:05 P.M.  
 File # 20010409081  
 Vol. 311 Pg. 48  
 COUNTY RECORDER  
 PATRICK J. O'WALLEY

ROBERT KLAIBER P.E., P.S.  
 This Survey Plat complies with Cuyahoga County  
 Conveyance Standards and is hereby approved.

Plat Vol. 311 Pg. 48  
 T.M. Robert Klaiber APR 09 2001  
 Agent Robert Klaiber Date APR 09 2001

## APPROVALS

THIS PLAT APPROVED BY THE ENGINEER OF THE CITY OF STRONGSVILLE, OHIO, THIS 22nd DAY OF February, 2001

Robert Klaiber ENGINEER

THIS PLAT APPROVED BY THE PLANNING COMMISSION OF THE CITY OF STRONGSVILLE, OHIO, THIS 22nd DAY OF February, 2001

Robert Klaiber SECRETARY

Jeffrey A. De... CHAIRMAN

PARCEL NO. 392-03-105  
 CONVEYANCE IS IN COMPLIANCE WITH SEC. 319.202 O.R.C.

PAID

APR 09 2001

Conveyance Fee 7  
 TYPE ARM'S LENGTH (S.O.P. NOT)  
 FRANK RUSSO, Cuyahoga County Auditor By Stuart W. Sayler

**EXHIBIT C**

**BY-LAWS  
OF  
GREYSTONE POINTE AT WESTOOD FARMS  
HOMEOWNERS' ASSOCIATION, INC.**

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**BY-LAWS**  
**OF**  
**GREYSTONE POINTE AT WESTWOOD FARMS**  
**HOMEOWNERS ASSOCIATION, INC.**

**ARTICLE I – DEFINITIONS**

The definitions of the Declaration of Greystone Pointe at Westwood Farms (the "Declaration") are incorporated herein by reference and made a part hereof.

**ARTICLE II – MEMBERSHIP**

1. **Membership.** Each person or entity who is a record owner of a fee or undivided fee simple interest in any Cluster Site of the Properties must 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 must not be a Member. When more than one person holds such interest, or interests, all such persons must be Members, but for quorum, voting, consenting and all other rights of Membership, such persons must collectively be counted as a single Member, and entitled to one (1) vote for each such Cluster Site, which vote must be exercised as they among themselves deem. Each such Member will be jointly and severally liable for the payment of the assessments hereinafter provided with respect to such Cluster Site.

2. **Rights Subject to Payment of Assessment.** 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 Owner of and becomes a lien upon the property against which such assessments are made as provided by Article V of the Declaration to which the Properties are subject.

3. **Suspension of Membership Rights.** The membership rights of any person whose interest in the Properties 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 must be automatically restored. If the Trustees have adopted and published rules and regulations governing the use of the Common Areas, and the personal conduct of any person thereon, as provided in Article V, Section 2, of these Bylaws, 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 ninety (90).

**ARTICLE III – VOTING RIGHTS**

All Members must be entitled to one (1) vote for each Cluster Site owned by them. When more than one person holds such interest or interests, in any Cluster Site, all such persons will be Members, however, for quorum, voting, consenting and all other rights of Membership, such persons must collectively be counted as a single Member, and entitled to one vote for each such Cluster Site, which

vote for such Cluster Site must be exercised as they among themselves deem. Each such Member must be jointly and severally liable for the payment of the assessments herein provided with respect to such Cluster Site.

#### **ARTICLE IV – BOARD OF TRUSTEES**

1. **Number and Qualification.** The affairs of the Association must be managed by a board of three (3) trustees (each, a "Trustee" and together, the "Board of Trustees"), all of whom must be Members of the Association and residents of their cluster within the Association.

2. **Election of Trustees; Vacancies.** The Trustees must 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 Members of the Association at which Trustees are to be elected, only persons nominated as candidates must be eligible for election as Trustees, and the candidates receiving the greatest number of votes must be elected. In the event of the occurrence of any vacancy or vacancies in the Board of Trustees, however caused, the remaining 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.

3. **Term of Office; Resignations.** Each Trustee must hold office for a term of two (2) years following his election, except as hereafter provided, 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 Board of Trustees or in a writing to that effect to take effect immediately or at such other time as the Trustee may specify. Members of the Board of Trustees must serve without compensation. At the first annual meeting of the Members of the Association, the term of office of two Trustees must be fixed so that such term will expire on the date of the second annual meeting of Members of the Association, and the term of office of three Trustees must be fixed so that such term will expire on the date of the third annual meeting of the Members of the Association. At the expiration of such initial term of office of each respective Trustee, his successor must be elected to serve for a term of two (2) years.

4. **Organization Meeting.** Immediately after each annual meeting of the Association, the newly elected Trustees and those Trustees whose terms hold over must hold an organization meeting for the purpose of electing officers and transacting any other business. Notice of such meeting need not be given.

5. **Regular Meetings.** Regular meetings of the Board of Trustees may be held at such time and places as must be determined by a majority of the Trustees; but at least one (1) meeting must be held during each fiscal year.

6. **Special Meetings.** Special meetings of the Board of Trustees may be held at any time upon call by the President or any two (2) Trustees. Written notice of the time and place of each such meeting must 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 must be deemed to be a 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 must 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 meetings of the Trustees.

7. **Quorum; Adjournment.** A quorum of the Board of Trustees must 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 Board of Trustees at which a quorum is present, all questions and business must be determined by a majority vote of those present, except as may be otherwise expressly provided in the Declaration or in these By- Laws.

8. **Removal of Trustees.** At any regular or special meeting of Members of the Association duly called, at which a quorum must 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 sixty percent (60%) of the voting power of the Association in attendance at the meeting, and a successor or successors to such Trustee or Trustees so removed must 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 must be given an opportunity to be heard at such meeting.

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

10. **Indemnification of Trustees and Officers.** Each Trustee and officer must be indemnified by the Association against all expenses and liabilities, including attorneys' 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 officer, or any settlement thereof, whether or not he is a Trustee or officer at the time the expenses are incurred, except in such cases wherein the Trustee or officer is adjudged guilty of willful misfeasance or malfeasance in the performance of his duties, provided, that in the event of a settlement, the indemnification must apply only when the Board of Trustees approves such settlement and reimbursement as being for the best interests of the Board of Trustees and the Association.

## **ARTICLE V – OFFICERS**

1. **Election and Designation of Officers.** The Board of Trustees must elect a President, a Vice-President, a Secretary and a Treasurer. The Board of Trustees may also appoint an Assistant Treasurer, an Assistant Secretary and such other officers as in their judgment may be necessary. All officers must be Trustees and Members of the Greystone Pointe of Westwood Farms Homeowners Association and their permanent residence be within this HOA community.

2. **Term of Office: Vacancies.** The officers of the Association must hold office until the next organizational meeting of the Board of Trustees and until their successors are elected, except in the case of resignation, removal from office or death. The Board of Trustees may remove any officer at any time with or without cause by a majority vote of the Trustees then in office. Any vacancy in any office may be filled by the Board of Trustees.

3. **The President.** The President must preside at all meetings of the Board of Trustees, must see that orders and resolutions of the Board of Trustees are carried out and must sign all notes, checks, leases, mortgages, deeds and all other written instruments, which must be countersigned as provided below.

4. **The Vice-President.** The Vice-President must perform all the duties of the President in his absence.

5. **The Secretary.** The Secretary must be ex officio the secretary of the Board of Trustees, must record the votes and keep the minutes of all proceedings in a book or online to be kept for the purpose. He must sign all certificates of membership. He must keep the records of the Association. He must record in a book, or online, kept for that purpose the names of all Members of the Association together with their addresses as registered by such Members. He must countersign all leases, mortgages, deeds and all other written instruments, along with the President, or in the absence of the President, the Vice-President.

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

The Treasurer must keep proper books of account and cause an annual audit of the Association books to be made by a certified public accountant at the completion of each fiscal year. He must prepare an annual budget and an annual balance sheet statement, and the budget and balance sheet statement must be presented to the membership at its regular annual meeting.

7. **Other Officers.** The Assistant Secretaries and Assistant Treasurers, if any, and any other officers which the Board of Trustees may appoint will, respectively, have such authority and perform such duties as may be determined by the Board of Trustees.

8. **Delegation of Authority and Duties.** The Board of Trustees is 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 VI – MEETINGS OF MEMBERS

1. **Annual Meeting.** The regular annual meeting of the Members must be held during the month of January in each year or at such other date and time as may be designated by the Board in the notice of such meeting.

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

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 must be given by or at the direction of the Secretary of the Association or any other person or persons required or permitted by these By-Laws to give such notice. The notice must be given by personal delivery, email or by mail to each member of the Association who is an Owner of record of a Cluster Site or Living Unit located in The Properties as of the day next preceding the day on which notice is given. If mailed, the notice must 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 must 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, must be deemed to be a waiver by him or notice of such meeting.

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 must 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.

5. **Majority Vote.** The vote of a majority of the Members in attendance at a meeting at which a quorum is present will be binding upon all Members for all purposes except where in the Declaration, or these By-Laws or by law, a higher percentage vote is required.

6. **Order of Business.** The order of business of meetings of the Members of the Association must be as follows:

- (a) calling of meeting to order;
- (b) proof of notice of meeting or waiver of notice;

- (c) reading of minutes of preceding meeting;
- (d) reports of officers;
- (e) reports of committees;
- (f) election of Trustees;
- (g) unfinished and/or old business;
- (h) new business;
- (i) adjournment.

## **ARTICLE VII – PROXIES**

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

2. **Requirements and Duration.** All proxies must be in writing and filed with the Secretary prior to commencement of the meeting at which such proxy is to be voted. No proxy will extend beyond a period of eleven (11) months, and every proxy will automatically cease upon sale by the Member of his Cluster Site.

3. **All Proxies Revocable.** All proxies must be revocable at any time by actual notice to the Secretary 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 must not affect any vote or act previously taken or authorized.

## **ARTICLE VIII – DETERMINATION AND PAYMENT OF ASSESSMENTS**

1. **Preparation of Estimated Budget; Annual Assessments.** Each year on or before December 1st, the Association must 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 Association to be necessary for a reserve for contingencies and replacements and must be on or before December 15th notify the Owner of each Living Unit in writing as to the amount of such estimate, and reasonable itemization thereof. Said "estimated cash requirements" must be assessed to said Owners according to the proportionate shares set forth in the Declaration. Said annual assessments must be paid to the Association by the Owners above specified in two (2) equal semi-annual installments. On or before the date of the annual meeting of each calendar year, the Association must supply to all 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.

2. **Reserve for Contingencies and Replacements.** The Association must 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, must be charged first against such reserve. If the "estimated cash requirement" proves inadequate for any reason, including non-payment of any Owner's assessment, the Association must prepare an estimate of the additional cash requirements necessary, or necessary for the balance of the year, which additional amount of cash requirement must be assessed to all of the Owners, and must be considered as part of the annual assessment. The Association must serve notice of such further assessment on all Owners by a statement in writing giving the amount and reasons therefor, and such further assessment must become due and payable no later than thirty (30) days after the delivery or mailing of such notice of further assessments.

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

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

5. **Status Funds of Collected by Association.** All funds collected hereunder must 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 Owners, and for such adjustments as may be required to reflect delinquent or prepaid assessments) must be deemed to be held for the use, benefit, and account of all of the Owners in the proportion set forth in the Declaration.

6. **Remedies Failure to Pay Assessments.** If an Owner is in default in the payment of the aforesaid charges or assessments, or other charges authorized by the Declaration, for thirty (30) days, the Board of Trustees may bring suit for and on behalf of themselves and as representatives of all of the Owners, to enforce collection thereof or to foreclose the lien therefor as provided in the Declaration; and, there must be added to the amount due, the cost of said suit together with interest at fifteen percent (15%) per annum and reasonable attorneys' 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, will be and become a lien or charge against the ownership of the Owner involved when payable and may be foreclosed by action brought in the name of the Board of Trustees as in the case of foreclosure of liens against real estate, as provided in the Declaration. Any mortgagee will be entitled to written notice of such failure to pay such assessment.

## ARTICLE IX – AMENDMENTS

1. **Procedure.** These By-Laws may be amended, at a regular meeting or special meetings of the Members, by a vote of a 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 of Covenants and Restrictions applicable to The Properties may not be amended except as provided in such Declaration.
2. **Conflicts.** In the case of any conflict between the Declaration applicable to The Properties and these By-Laws, the Declaration must control.
3. **Rights Not Impaired.** No amendment will be effective to impair or dilute any rights of Members that are governed by the recorded Declaration applicable to The Properties (as, for example, membership and voting rights) which are part of the property interests created thereby.

## ARTICLE X – GENERAL PROVISIONS

1. **Copies of Notice to Mortgage Lenders.** Upon written request to the Board of Trustees of any duly recorded mortgage or trust deed against any Living Unit, the Board of Trustees must give such mortgage holder a copy of any and all notices permitted or required by the Declaration or these By-Laws to be given to the Owner or Owners whose Living Unit ownership is subject to such mortgage or trust deed.
2. **Service of Notice on Devisees and Personal Representatives.** Notices required to be given any devisees or personal representatives, of a deceased 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 Owner is being administered.
3. **Disposition of Assets Upon Dissolution.** Upon dissolution of the Association, the assets, both real and personal of the corporation, must 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 must be granted, conveyed, and assigned to any non-profit 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 will be effective to divest or diminish any right or title of any Member vested in him under the recorded Declaration applicable to the Properties unless made in accordance with the provisions of the Declaration of such Covenants and Restrictions.
4. **Non-Waiver of Covenants.** No covenants, restrictions, conditions, obligations, or provisions contained in the Declaration applicable to The Properties or these By-Laws will 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.

5. **Agreements Binding.** All agreements and determinations lawfully made by the Association in accordance with the procedure established in the Declaration and these By-Laws will be deemed to be binding on all Owners, their successors, heirs, and assigns.

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, must not impair or affect in any manner the validity, enforceability or effect of the rest of these By-Laws.

7. **Action Without a Meeting.** Any action which may be authorized or taken at a meeting of the Members or of the Trustees, as the case may be, may be authorized or taken without a meeting with the affirmative vote or approval of, and in a writing or writings signed by, all of the Members or all of the Trustees, as the case may be, who would be entitled to notice of a meeting for such purpose, or, in the case of Members, such other proportion or number of voting members, not less than a majority, as the Articles of Incorporation, Declaration, or By-Laws permit. Any such writings must be filed with or entered upon the records of the corporation. Any certificate with respect to the authorization or taking of any such action which is required to be filed in the office of the Secretary of State must recite that the authorization or taking of such action was in a writing or writings approved and signed as specified in this Section. This Section is pursuant to Section 1702.25 of the Ohio Revised Code.

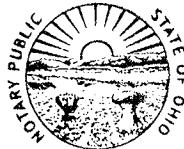
IN WITNESS WHEREOF, Greystone Pointe at Westwood Farms Homeowners' Association, Inc., has executed these By-Laws this 16 day of Sept, 2022.

**Greystone Pointe at Westwood Farms  
Homeowners Association, Inc.**

By: ANNA K. BRUNO

Anna K. Bruno, President

State of OHIO  
Cuyahoga County.  
I swear + Subscribed before me  
this 16 of SEPT 2022  
Cynthia L. Prioletti



CYNTHIA L. PRIOLETTI  
Notary Public  
State of Ohio  
My Comm. Expires  
October 23, 2024