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CUYAHOGA COUNTY RECORDER
PATRICK J. O'MALLEY
DEED 07/23/2001 03:56:57 PM
200107230948

CUYAHOGA COUNTY RECORDER
200107230948 PAGE 1 of 19

DECLARATION
OF
COVENANTS OF
TIMBER CREEK HOMEOWNERS ASSOCIATION
STRONGSVILLE, OHIO

RECORDED AT THE COUNTY CLERK'S OFFICE
63-8347/1-136822 KD

DECLARATION
OF
COVENANTS OF
TIMBER CREEK HOMEOWNERS ASSOCIATION
STRONGSVILLE, OHIO

TABLE OF CONTENTS

	<u>Page</u>
ARTICLE I Imposition of Covenants.....	1-2
ARTICLE II Definitions.....	2-3
ARTICLE III Properties Subject to the Declaration, and Additions Thereto.....	3
ARTICLE IV Membership and Voting Rights in the Association.....	3-4
ARTICLE V Maintenance Assessments.....	4-7
ARTICLE VI Covenants for Maintenance.....	7
ARTICLE VII Insurance.....	7-8
ARTICLE VIII Duration, Waiver and Amendment.....	8-9
ARTICLE IX General Provisions.....	9
EXHIBIT "A" Legal Description of The Villas at Timber Creek Subdivision	

DECLARATION
OF
COVENANTS OF
TIMBER CREEK HOMEOWNERS ASSOCIATION

THIS DECLARATION OF COVENANTS (the "Declaration") made and entered into this _____ day of _____, 2001, by the undersigned Owners who, together with their heirs, administrators, successors and assigns are hereinafter referred to as the "Owners".

WHEREAS, the Owners are owners of certain real estate consisting of cluster lots situated in The Villas at Timber Creek Subdivision, 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 "Properties"); and

WHEREAS, the Owners, for their own benefit, and for the benefit of all future owners, mortgagees and occupants of said Properties or any part thereof, desire to establish the covenants, rights and privileges hereinafter set forth with respect to said Properties (the within covenants, rights and privileges being in addition to the Covenants, and Restrictions for the Meadowood Subdivisions on the Properties in Vol. 14420, Page 389 of Cuyahoga County Records, Amendment thereto by the Meadowood Association and Christopher Development Corp. in Vol. 97-01201, Page 49 of Cuyahoga County Records, and the Declaration of Christopher Development Corp. in Vol. 97-01201, Page 29 of Cuyahoga County Records); and

WHEREAS, the Owners have deemed it desirable for the efficient preservation of the values and amenities in the Properties to create an agency to which should be delegated and assigned the obligations for administering and enforcing the Declaration, and collecting and disbursing the assessments and charges hereinafter created; and

WHEREAS, the Owners have caused or intend to cause the incorporation under the laws of the State of Ohio of a non-profit corporation, the Timber Creek Homeowners Association, Inc. (hereafter the "Association") for the purposes of exercising the functions delegated to it pursuant to this Declaration.

ARTICLE I

IMPOSITION OF COVENANTS

NOW, THEREFORE, the Owners, on behalf of themselves, their heirs, administrators, successors, and assigns, do hereby:

1. Declare that the real property described in Exhibit "A" is and shall be held, transferred, sold, conveyed and occupied subject to the covenants, assessments, charges and liens (hereafter sometimes referred to as "Covenants") set forth in this Declaration, and further declare that this Declaration shall constitute covenants to run with the land which shall be binding upon the Owners, their heirs, administrators, 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. Declare that the Association may administer and exercise certain of the functions of the Meadowood Association as may be delegated to it by the Meadowood Association, and accepted by the Association by agreement between the Meadowood Association and the Association; provided that the same relates to the Properties, including the Common Properties in The Villas at Timber Creek.

ARTICLE II

DEFINITIONS

Section 1. "Association" shall mean and refer to the Timber Creek Homeowners Association, Inc., an Ohio not-for-profit corporation.

Section 2. "Cluster Lot Owner" shall mean and refer to the record owner, whether one or more persons or entities, of the fee or undivided fee simple title to or beneficial interest in any Cluster Lot subject to this Declaration, but excluding those persons having such interest merely as security for the performance of an obligation.

Section 3. "Properties" shall mean and refer to the Cluster Lots in the Villas at Timber Creek Subdivision described in Exhibit "A", and any Cluster Lots hereafter made subject to this Declaration by the Owner thereof with the consent of the Association.

Section 4. "Common Properties", or "Common Property" shall mean and refer to those areas of land within The Villas of Timber Creek Subdivision and which are specifically designated as Common Properties on the subdivision plat of The Villas at Timber Creek recorded in the Cuyahoga County Records.

Section 5. "Cluster Lot" shall mean and refer to any subplot (whether or not improved with a Living Unit) shown upon the record subdivision plat of the Villas at Timber Creek Subdivision, with the exception of the Common Properties.

Section 6. "Articles of Incorporation and Code of Regulations" shall mean the Articles of Incorporation and Code of Regulations of the Association.

Section 7. "Member" shall mean and refer to all those Cluster Lot Owners, called Members of the Association as provided in Article IV, hereof.

Section 8. "Owner" shall mean and refer to the record owner, whether one or more persons or entities, of the fee or undivided fee simple title to or beneficial interest in any Cluster Lot or Living Unit situated upon the Properties, but shall not mean or refer to any mortgagee thereof unless and until such mortgagee has acquired title pursuant to foreclosure, or any proceeding in lieu of foreclosure.

Section 9. "City" shall mean the City of Strongsville, a municipal corporation organized and existing under the laws of the State of Ohio.

Section 10. "Living Unit" shall mean and refer to any building or any portion of a building situated upon a Cluster Lot within the Properties designed and intended for use and occupancy as a residence by a single family. The Term "Living Unit" shall include the terms "house" and "home" and vice versa.

ARTICLE III

PROPERTIES SUBJECT TO THE DECLARATION, AND ADDITIONS

THERE TO:

Properties. The Cluster Lots which are and shall be held, transferred sold, conveyed and occupied subject to this Declaration are located in the City of Strongsville, Ohio, as more particularly described in Exhibit "A" annexed hereto and made a part hereof (hereafter "existing Properties").

Additions. Cluster Lots in the Villas at Timber Creek additional to the existing Properties may be added and made subject to this Declaration by written consent of the Owner of any such Cluster Lot and the Trustees of the Association. Any such addition shall be made by filing in the Cuyahoga County Recorders Office an amendment to the Declaration, which shall extend the scheme of the Covenants, assessments, rights, and privileges of this Declaration to such additional Cluster Lot, executed by the Owner thereof and by the Trustees, or by the President and Secretary of the Association.

ARTICLE IV

MEMBERSHIP AND VOTING RIGHTS

IN THE ASSOCIATION

Each person or entity who is a record Owner of the fee or undivided fee simple title or beneficial interest in any Cluster Lot which is subject to this Declaration shall automatically

be a Member of the Association, provided that any such person or entity who holds such interest merely as a security for the payment of money or performance of an obligation shall not be a Member.

A Member shall be entitled to one (1) vote for each Cluster Lot owned by such Member.

When more than one person or entity holds such fee interest or beneficial interest in any Cluster Lot, all such persons or entities shall be Members, but for quorum, voting, consenting and all other rights of Members, such persons or entities shall collectively be counted as a single Member, and entitled to one (1) vote for such Cluster Lot, which vote shall be exercised as they among themselves determine. Each such Member shall be jointly and severally liable for the payment of the assessments hereinafter provided with respect to such Cluster Lot.

ARTICLE V

MAINTENANCE ASSESSMENTS

Section 1. Creation of the Obligation for Assessments. Each Cluster Lot Owner, by acceptance of a deed therefore, whether or not it shall be 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 care and maintenance of the landscaping, lawn mowing, and snow plowing for the Cluster Lots improved with Living Units and for guest parking as provided in this Declaration, and for the Association's performance of its other functions and responsibilities; and

(b) Special assessments for emergency, operating, maintenance or repair costs, and for other costs and expenses not anticipated in determining the applicable annual assessment. Each assessment shall be in the same amount for each Cluster Lot.

Section 2. Annual Assessments. The annual assessment shall be determined and levied annually by the Trustees of the Association in December of each year, in such amounts as in their discretion shall be reasonably necessary to meet expenses anticipated during the ensuing calendar year and to accumulate reasonable reserves. The annual assessments for each calendar year shall be payable to the Association in monthly installments beginning on the first day of January of such calendar year. The assessment for the period beginning June 1, 2001 and ending December 31, 2002 shall be not less than \$75.00 per month for each Cluster Lot improved with a Living Unit.

Section 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 not less than seventy-five percent (75%) of the voting power of the Association,

provided that written notice shall 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 ten (10) months minimum, or over a period of years.

All such Annual and Special Assessments shall be in addition to any assessments payable to the Meadowood Association pursuant to the Covenants and Restrictions for the Meadowood Subdivisions.

Section 4. Due Dates of Assessments; Defaults.

(a) The due dates of the monthly installments of the annual assessments shall be on the first day of each month commencing January 1 in each year, provided that initially the due date shall commence June 1, 2001. In the case of a Cluster Lot Owner acquiring a Living Unit after January 1 of any calendar year, the monthly installments of the annual assessments shall commence on the first day of the calendar month following the conveyance of such Living Unit to the Owner. The due date of any special assessment or installment thereof shall be fixed in the Resolution of the Members authorizing such assessment, and written notice of such special assessment shall 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 Lot Owner by the Association, is not paid within thirty (30) days after the due date, such delinquent installment or assessment shall bear interest from the due date at the rate of eight percent (8%) per annum (but in no event higher than the highest rate which may be charged by law) until paid. In addition the Board of Trustees may impose a charge for late payment not to exceed five per cent (5%) of the amount due if not paid within ten (10) days of the due date ("late charge").

(c) 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, the Association may, after such thirty (30) day period and written notice to the Owner, bring an action at law against the Owner for the collection of the amount of such assessment, plus interest and late charges due as above provided, together with costs of suit, and reasonable attorney's fees in favor of the Association, for which amounts judgment may be rendered by a court of competent jurisdiction in favor of the Association.

Section 5. Computation and Application of Annual Assessments. The annual assessments to be levied against each Cluster Lot Owner shall 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 Lots subject to assessment within the Properties. The assessments levied and collected by the Association shall be applied by the Association toward payment of the following costs and expenses:

- (a) For all costs and expenses incurred by the Association in the performance of all Association, functions and services, and for the discharge and performance of all responsibilities of the Association, as set forth in this Declaration;
- (b) for all legal and accounting services required by the Association;
- (c) for the cost of collecting assessments, and expenses of maintaining the Association; and
- (d) for any and all other purposes which the Association may determine from time to time to be for the general benefit of the Cluster Lot owners.

It shall be the responsibility of the Association to provide such services for the benefit of the Cluster Lot Owners, but only to the extent of the funds received by it from the aforesaid Annual and/or Special Assessments. In providing such services, the Association shall have the sole discretion as to when and to what extent and in what manner such services are to be provided. 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.

Section 6. Statement of Unpaid Assessments or Charges. Any prospective grantee or mortgagee of a fee interest in a Cluster Lot or Cluster Living Unit may rely upon a written statement from the President, Vice President or Treasurer of the Association setting forth the amount of unpaid assessments or charges with respect to such fee interest. In the case of a sale of any such interest, no grantee shall be liable for, nor shall the interest purchased be subject to any unpaid assessments or charges which become due prior to the date of such statement and which are not set forth in such statement. The Association is authorized to collect any such unpaid assessments or charges in the case of a sale of any such interest from the Seller's proceeds on the closing or from the escrow of any such sale.

Section 7. Notice of Delinquency. The Association shall have the right to cause written notice of delinquency in payment of assessments to be mailed to the mortgagee of record, if any, of the Cluster Lot on which assessments have not been paid. Such notice shall be deemed sufficient if mailed postage prepaid to said mortgagee at the last known address thereof as indicated on the recorded mortgage, within fifteen (15) days after due date of said assessment. All current and future Owners of living units shall give the name and address of the mortgagee to the Board of Trustees.

Section 8. Exempt Property. The following property shall be exempted from the assessments and lien 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, if any;

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

(d) Any Cluster Lot held by a builder for sale, or as a model home and not leased or rented to another person or used and occupied as a residence. Any builder holding such an exempt Cluster Lot shall nevertheless, at its expense, maintain any landscaping, lawn mowing, and snow plowing with respect to such Cluster Lot held for sale, or as a model home; provided that if such builder holding such an exempt lot does not maintain any landscaping or any lawn mowing with respect to any landscaping or lawns installed said builder, then the Association, after thirty (30) days written notice to said builder may perform said maintenance and invoice the builder for the cost thereof.

ARTICLE VI

COVENANTS FOR MAINTENANCE

Section 1. The Association shall be responsible for:

(a) maintenance of the landscaping and lawn mowing for all Cluster Lots (excepting in any private courtyard), provided that the Association shall not be responsible for the replacement of any trees, shrubs, or lawn areas which may be damaged or which may die.

(b) snow removal of the individual driveways of the Cluster Lots and guest parking, or other areas of the Properties deemed necessary in the discretion of the Board of Trustees.

Section 2. Responsibility of Cluster Lot Owners. Each Cluster Lot Owner shall periodically water the lawns and landscaping on his Cluster Lot for the proper maintenance and growth thereof, at said Owner's expense.

ARTICLE VII

INSURANCE

Bond to cover money handling

The Association is authorized to obtain and pay out of funds collected through assessments:

(a) Liability Insurance. A policy or policies insuring the Association, its officers and Trustees, against any liability, the limits of which policy shall be reviewed annually by the Board of Trustees, but which shall not be less than \$1,000,000.00 in respect to personal injury (including death) arising out of any one occurrence, and not less than \$1,000,000.00 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 property of the Association.

(c) Errors and Omissions. The Board of Trustees is authorized to insure 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 required to obtain Worker's Compensation and unemployment insurance to the extent necessary to comply with any applicable laws, for any employee hired by the Association.

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

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

ARTICLE VIII

DURATION, WAIVER AND AMENDMENT

Section 1. Duration and Provision for Periodic Modification. All covenants of this Declaration and any Supplemental Declaration shall run with the land and shall inure to the benefit of and be enforceable by and against the Association, any Owner and their respective legal representatives, heirs, devisees, successors and assigns until December 31, 2025, after which time, said covenants shall 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 eighty percent (80%) of the voting power of the Association, provided that such meeting shall be held at least one (1) year in advance of such effective date, and written notice of such meeting shall be given to each Member at least sixty (60) days in advance of the date of such meeting, stating that such 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 Association will execute and record an instrument reciting such amendment, modification or cancellation.

Section 2. Amendments. This Declaration may be amended or modified effective on the ninetieth (90th) day following a meeting of the Members held for such purposes by the affirmative vote of Members entitled to exercise seventy-five per cent (75%) of the voting power of the Association, provided that written notice shall be given to every Member at least sixty (60) days in advance of the date of such meeting stating that such amendment or modification 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 shall execute and record an instrument reciting such amendment, modification or cancellation in the office of the Cuyahoga County Recorder.

ARTICLE IX

GENERAL PROVISIONS

Section 1. Notices. All notices hereunder shall be in writing. All notices given or required to be given by the Association to any Member or Owner shall be deemed to have been given if actually received and, whether or not actually received, when deposited in the United States mail, postage prepaid, to the last known address of the person who appears as Member or Owner on the records of the Association at the time of such mailing.

Section 2. Enforcement. Enforcement of the covenants of this Declaration or any amendments thereto shall 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 Owner to enforce any covenant herein contained shall in no event be deemed a waiver of the right to do so thereafter.

Section 3. Service Provided by Association. The Association, in addition to its performance of the functions and responsibilities hereinabove provided for it, may but shall not be required to, provide other services determined by the Trustees to be of general benefit or utility to the Owners of the Properties, 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 shall be met by the levy of assessments pursuant to Article V.

Section 4. Invalidation of any of these covenants by judgment or court order shall in no way affect any of the other provisions which shall remain in full force and effect.

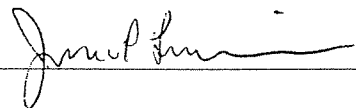
Section 5. Perpetuities and Restraints on Alienation. If any of the options, privileges, covenants or rights created by this Declaration shall be unlawful or void for violation of (a) the rule against perpetuities or some analogous statutory provision, (b) the rule restricting restraints on alienation, or (c) any other statutory or common law rules imposing time limits, then such provision shall continue only until twenty-one (21) years after the death of the survivor of the now living descendants of George W. Bush, President of the United States.

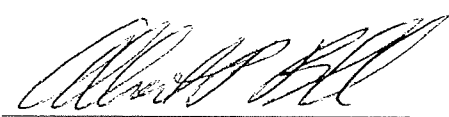
Section 6. Construction of Terms. The paragraph headings contained in this Declaration are for reference purposes only and shall not affect in any way the meaning or interpretation of this instrument. The use herein of the singular number shall be deemed to include the plural, and vice versa, and the masculine shall be deemed to mean the feminine or neuter, and vice versa, wherever the sense of this instrument so requires.

IN WITNESS WHEREOF, the undersigned Owners have executed this
Declaration this 25TH day of JUNE, 2001.

Signed in the Presence of:


FIRST PLACE BANK



By: 
Albert P. Blank, Sr. Vice President

Print Name: JOSEPH P. FINCKEL

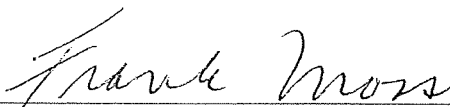
and By: 
Craig Carr, Secretary



Print Name: FRANK MOSS

STATE OF OHIO)
) SS:
COUNTY OF CUYAHOGA)

The foregoing instrument was acknowledged before me this 25TH day of
JUNE, 2001 by First Place Bank, a Federal Charter Savings Association,
_____, by Albert P. Blank, Sr. Vice President, and by Craig Carr, its Secretary, on
behalf the Bank.


Notary Public

FRANK MOSS, Attorney at Law
Notary Public, State of Ohio
My Commission has no Expiration
Sec. 147.03 RC

My Commission Expires:

(ADDITIONAL SIGNATURES CONTINUED ON NEXT PAGE)

This Instrument Prepared by:
Frank Moss, Esq.
Frank Moss Co., L.P.A.
75 Public Square, Suite 650
Cleveland, Ohio 44114
(216) 696-5211

Signed in the Presence of:

SUMMER HILL HOMES, INC.

[Signature]

By: [Signature]
Richard J. DeAnna, President

Print Name: KATHLEEN A CLAY

and By: [Signature] ASST Sec.
ASSISTANT Secretary

[Signature]

Print Name: KATY D. HUMMELBERGER

STATE OF OHIO)
) SS:
COUNTY OF CUYAHOGA)

The foregoing instrument was acknowledged before me this 13th day of July, 2001 by Summer Hill Homes, Inc., an Ohio Corporation, by Richard J. DeAnna, its President, and by RICHARD DEANNA its PRESIDENT, on behalf of the corporation

[Signature]
Notary Public

My Commission Expires:

Aug 30, 2004

OWNERS SIGNATURES TO DECLARATION OF COVENANTS OF
TIMBER CREEK HOMEOWNERS ASSOCIATION, CONTINUED

WITNESSES OWNERS SUBLOT NO.

[Signature] Vincent R. Wise 8

Print Name: KATHLEEN A CLAYO

Kathy D. Hummelberger Sandy F. Wise 8

Print Name: KATHY D. HUMMELBERGER

STATE OF OHIO)
) SS:
CUYAHOGA COUNTY)

CUYAHOGA COUNTY RECORDER
200107230948 PAGE 14 of 19

The foregoing instrument was acknowledged before me this 13th day of July, 2001 by VINCENT WISE and SANDY WISE.

Kathy D. Hummelberger
Notary Public
My Commission Expires:
Aug. 30, 2004

[Signature] Marlene McCann 23

Print Name: KATHLEEN A CLAYO

Kathy D. Hummelberger Richard F. McCann 23

Print Name: KATHY D. HUMMELBERGER

STATE OF OHIO)
) SS:
CUYAHOGA COUNTY)

The foregoing instrument was acknowledged before me this 13th day of July, 2001 by RICHARD MCCANN and MARLENE MCCANN.

Kathy D. Hummelberger
Notary Public
My Commission Expires:
Aug. 30, 2004

OWNERS SIGNATURES TO DECLARATION OF COVENANTS OF
TIMBER CREEK HOMEOWNERS ASSOCIATION, CONTINUED

WITNESSES

OWNERS

SUBLOT NO.

Kathy D. Hummelberg

[Signature]

9

Print Name: Lisa Ramadan
KATHI D. HUMMELBERG

Craig P. Metzler

Print Name: CRAIG P. METZLER

CUYAHOGA COUNTY RECORDER
200107230948 PAGE 16 of 19

STATE OF OHIO)
) SS:
CUYAHOGA COUNTY)

The foregoing instrument was acknowledged before me this 12th day of July, 2001 by Lisa Ramadan and _____.

Kathy D. Hummelberg
Notary Public
My Commission Expires:
Aug. 30, 2004

[Signature]

X Robert J. Corey

SL 21

Print Name: KATHLEEN A CLAYO

Kathy D. Hummelberg

Kathleen A. Corey

Print Name: KATHY D. HUMMELBERG

STATE OF OHIO)
) SS:
CUYAHOGA COUNTY)

The foregoing instrument was acknowledged before me this 13th day of July, 2001 by Robert Corey and KATHLEEN COREY.

Kathy D. Hummelberg
Notary Public
My Commission Expires:
Aug. 30, 2004

OWNERS SIGNATURES TO DECLARATION OF COVENANTS OF
TIMBER CREEK HOMEOWNERS ASSOCIATION, CONTINUED

WITNESSES

OWNERS

SUBLOT NO.

[Signature]

Eileen L. Perotti

10

Print Name: KATHLEEN A CLAYO

Kathy D. Hummelberger

Print Name: KATHY D. HUMMELBERGER

CUYAHOGA COUNTY RECORDER
200107230948 PAGE 16 of 19

STATE OF OHIO)
) SS:
CUYAHOGA COUNTY)

The foregoing instrument was acknowledged before me this 13th day of July,
2001 by Eileen Perotti and _____.

Kathy D. Hummelberger
Notary Public
My Commission Expires:
Aug. 30, 2004

Eileen L. Perotti James Mokarem 5.2.11

Print Name: EILEEN L. PEROTTI

Kathy D. Hummelberger Carolyn M Mokarem 3.4.11

Print Name: KATHY D. HUMMELBERGER

STATE OF OHIO)
) SS:
CUYAHOGA COUNTY)

The foregoing instrument was acknowledged before me this 13th day of July,
2001 by JAMES MOKAREM and CAROLYN MOKAREM.

Kathy D. Hummelberger
Notary Public
My Commission Expires:
Aug. 30, 2004

OWNERS SIGNATURES TO DECLARATION OF COVENANTS OF
TIMBER CREEK HOMEOWNERS ASSOCIATION, CONTINUED

WITNESSES

OWNERS

SUBLOT NO.

Bernadette Tascar

Karen Bates [Signature]

18

Print Name: Bernadette C. Tascar

Kathy D. Hummelberge

Print Name: Kathy D. Hummelberge

CUYAHOGA COUNTY RECORDER
200107230948 PAGE 17 of 19

STATE OF OHIO)
) SS:
CUYAHOGA COUNTY)

The foregoing instrument was acknowledged before me this 16th day of July,
2001 by Karen Bates and _____.

Kathy D. Hummelberge
Notary Public
My Commission Expires:
Aug. 30, 2004

Print Name: _____

Print Name: _____

STATE OF OHIO)
) SS:
CUYAHOGA COUNTY)

The foregoing instrument was acknowledged before me this _____ day of _____,
2001 by _____ and _____.

Notary Public
My Commission Expires:

OWNERS SIGNATURES TO DECLARATION OF COVENANTS OF
TIMBER CREEK HOMEOWNERS ASSOCIATION, CONTINUED

WITNESSES

Eileen Perotti

Print Name: ~~Eileen Perotti~~ EILEEN PEROTTI

Kathy D. Hummelberger

Print Name: ~~Lynn Nelson~~ KATHY D. HUMMELBERGER

OWNERS

Gloria Gaddis Nelson

Lynn Nelson

SUBLOT NO.

5/20

5/20

STATE OF OHIO)
) SS:
CUYAHOGA COUNTY)

CUYAHOGA COUNTY RECORDER
200107230948 PAGE 18 of 19

The foregoing instrument was acknowledged before me this 16th day of July, 2001 by GLORIA GADDIS NELSON and LYNN NELSON.

Kathy D. Hummelberger
Notary Public
My Commission Expires:
Aug 30, 2004