

COUNTY OF LAKE

2006R000274

LAKE COUNTY OHIO
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01-04-2006 11:39 AM

FRANK A SUPONCIC
LAKE COUNTY RECORDER

REC. FEE: 148.00
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RECORDER

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A handwritten signature in black ink, appearing to read "Frank A. Suponic".



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NJTS/jkk

RESTRICTIONS

DEED OF DECLARATION OF

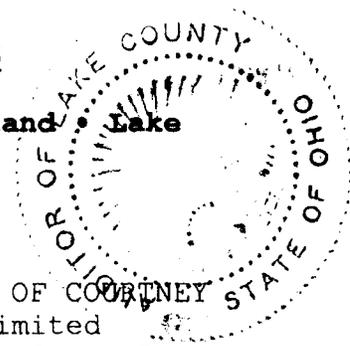
OF

COURTNEY LANE

City of Kirtland, Lake

County

SUBDIVISION



THIS DEED OF DECLARATION OF RESTRICTIONS OF COURTNEY LANE is made by COURTNEY LANE, LLC, an Ohio Limited Liability Company, whose address is 7300 Arbor Glenn Place, Concord, Ohio 44060, (hereinafter referred to as "Declarant").

W I T N E S S E T H:

WHEREAS, Declarant owns in fee simple, certain real property situated in the City of Kirtland, County of Lake, and State of Ohio (hereinafter referred to as the "premises", excluding that portion of the real property dedicated for roadway purposes), and described in the legal description attached hereto as "Exhibit A."

WHEREAS, Declarant proposes to develop and improve the premises for single family residential purposes under a general plan or scheme of development and does also hereby desire to create and establish certain restrictions, and obligations pursuant to such plan or development with respect to the premises.

WHEREAS, the Declarant has or will file for record with the Lake County Auditor and Lake County Recorder, a Subdivision Plat for the Courtney Lane Subdivision, creating individual sublots, all of which are jointly and individually referred to as "sublot" and/or "building lot";

NOW, THEREFORE, Declarant, as owner of the premises, for itself, and its successors and assigns, declares that the premises are held, and hereafter shall be conveyed, subject to the following covenants, rights, terms, reservations, limitations and restrictions.

1) ARTICLE

SCANNED IMAGE LEGIBILITY IS POOR

2006 Road 274

The owner or owners of record of each subplot of COURTNEY LANE Subdivision shall automatically become a member of the COURTNEY LANE HOMEOWNERS ASSOCIATION, an incorporated non-profit organization formed under the laws of the State of Ohio, (hereinafter referred to as "Association") for purposes set forth in Article 2 and shall be entitled to participate in the operation of the Association and shall be bound by the regulations and restrictions set forth herein. Said regulations and restrictions shall be binding on all successors and assigns, occupants or renters. Membership in the Association shall lapse and terminate when an owner ceases to be the owner of record.

Each lot shall have one vote, which shall be exercised by the owner or owners of record unless said owner or owners assigns the voting right to someone else and the assignment of voting rights is filed in writing with the Vice-President/Secretary of the Association. Renters shall not have voting rights unless duly assigned to them by the owner of the property.

2) ARTICLE

The Association shall be formed for the following purposes:

1. To accept ownership of easements of the real estate along with any improvements or equipment located or to be located thereon; as shown on the COURTNEY LANE Subdivision Plat.

2. To maintain such real estate for the use and benefit of the members of the Association and further to provide for the perpetual maintenance of entrance plantings.

3. To represent and promote the welfare of the residents of COURTNEY LANE Subdivision as aforesaid generally; and to cooperate with the officials of the city, county, state and other public authority for the promotion and betterment of the interests of the said Subdivision as aforesaid, including, without limitation, the dedication of drainage ways for the purpose of carrying off storm water or granting easements thereto, to the appropriate city, county or state authority requesting said dedication or easement in any part of the real estate located in the Subdivision as aforesaid, in order to permit said requesting authority to properly maintain and regulate said drainage ways and easements.

4. To maintain and manage the sewage disposal system

with the financial responsibility for the proper operation of the sewer systems until such time as sanitary sewers are installed.

5. To enforce all deed restrictions contained within this Declaration of restrictions.

3) ARTICLE

The premises, and each building lot, shall be used only for private, single family, residential purposes and for no other purpose whatsoever. Each residence shall be occupied by no more than one family and members of its domestic staff, if any. Nothing contained herein shall be construed to prohibit the use of portion of the premises for street or utility purposes. No building or structure intended for or adapted to business or commercial purposes shall be erected, placed, permitted or maintained on the premises. No dwelling or other building shall be constructed upon the premises unless the building plans, plot plan and specifications (including the exterior color of any such improvement) shall have been approved in writing by the Declarant. The Declarant shall consider in approving or disapproving, but need not be limited to such factors as conformity and harmony of architectural design with existing structures in the subdivision and location and adaptability with respect to established elevations, topography, lot lines and natural features. All dwellings shall meet the following minimum requirements:

1. No dwelling other than a single family dwelling, with at least 2,200 square feet of finished living area (floor area), excluding basements, garages, breezeways and porches for a one story dwelling, or at least 2,800 square feet of finished living area (floor area), excluding basements, garages, breezeways and porches for a dwelling other than a one-story dwelling shall be constructed on the premises.

2. Each dwelling shall have at least a two-car attached side or rear entry garage with minimum outside dimensions of twenty feet by twenty feet (20' x 20'). Each garage shall have a concrete floor. All garage openings shall be equipped with garage doors.

3. All buildings shall have a sloping roof with a minimum pitch of 8 to 12.

4. Roofs shall be of slate or wood shingles or shakes, or asbestos, asphalt or fiberglass shingles.

5. All structures shall be provided with gutters and down spouts conducting water away from walls and foundations.

6. All front elevations of exposed foundations will be "brick to grade" and all other exposed portions of foundation walls shall be brick, stone, cement stucco or cement block.

7. Glass block or similar materials shall not be permitted as an exterior material on the front of any structure and shall be used only for basement (foundation) windows.

8. Construction of the exterior of the dwelling shall be completed before occupancy of the dwelling. Construction of the interior of the dwelling shall be completed no later than six (6) months from the date of occupancy.

9. Lawns and shrubbery between the roadway and dwelling shall be installed within six (6) months after the occupancy permit of dwelling is issued, or twelve (12) months after the external completion of the dwelling whichever occurs first.

10. All homes shall be of a "traditional" and/or "transitional" style architecture as interpreted by COURTNEY LANE, LLC. No raised ranch, A-frames, log homes or domes may be constructed. Approval in writing of the front elevation of every dwelling by COURTNEY LANE, LLC, is required. Approval shall be solely at the discretion of COURTNEY LANE, LLC.

11. The building line, set back line, location of the dwelling, front elevation, building plans, building specifications (including color and all other details) for the dwelling to be constructed shall be approved in writing by COURTNEY LANE, LLC, prior to the start of construction. Approval shall be solely at the discretion of COURTNEY LANE, LLC.

12. Declarant shall provide and install a mailbox for each subplot of a design approved by the Declarant. Each lot owner shall pay the sum of \$250.00 to the Declarant for the mailbox and the installation thereof prior to the installation of said mailbox. No other mailbox or boxes shall be permitted other than the mailbox specified and provided by the Declarant.

13. Each lot owner shall install a driveway lamppost

and light as specified herein in "Exhibit B."

14. The approved driveway lamppost and light shall be installed forty (40) feet from the centerline of the road and within ten (10) feet of the adjoining edge of the driveway. The installation of said post and light shall be completed no later than six months from the date of occupancy.

15. COURTNEY LANE, LLC shall have the right to assign its approval rights herein as it may deem appropriate.

16. No fence or fencing of any type or nature shall be permitted without the written approval of the Declarant.

4) ARTICLE

All dwellings or other structures shall be serviced by underground electric, telephone, and television facilities. No building lot shall be serviced by overhead electrical poles and wires. No exterior satellite dishes shall be permitted exceeding 36" in diameter.

5) ARTICLE

Nothing contained herein shall be deemed to preclude the construction and maintenance of a pool house or bath house upon any building lot upon which there is then located a swimming pool or to preclude the construction of a compatible accessory building. Written approval prior to the construction of a pool house, bath house, or accessory building shall be received from Declarant. A tennis court shall be permitted.

6) ARTICLE

- a. No vegetables or grains shall be grown upon the premises for commercial purposes.
- b. No trees greater than five inches in diameter shall be cut, destroyed, or removed without the Declarant's prior, written approval. The cutting and removal of trees for the drive, house, and septic system shall be submitted to the Declarant with the initial house plans and plot plan.

7) ARTICLE

No signs, billboards, or advertising device shall be erected, placed, or suffered to remain upon any building

lot, except "for sale" or political signs.

8) ARTICLE

No industry, business, trade, occupation or profession of any kind, whether it be commercial, agricultural, religious, charitable, educational or otherwise, whether or not organized for profit, shall be conducted, maintained or permitted on any portion of any building lot.

9) ARTICLE

No recreational type truck, trailer or vehicle and no boat shall be stored or parked on any building lot, except as may be parked in a closed garage or concealed from the roadway and other building lots by hedges, lattice work, or other screening.

10) ARTICLE

No commercial vehicles or commercial trailers of any kind shall be stored or parked on any building lot.

11) ARTICLE

All necessary maintenance of the dwelling or other permitted structures shall be done in a manner to conform to the original architectural design. Each owner of a subplot shall, at his sole cost and expense, repair his dwelling, keep the same in condition comparable to the condition of such dwelling at the time of its initial construction, excepting only normal wear and tear.

12) ARTICLE

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

13) ARTICLE

COURTNEY LANE, LLC, the developer of the COURTNEY LANE

Subdivision, hereby provides notice that jurisdictional wetland areas are located on portions of some sublots in the COURTNEY LANE Subdivision as indicated on the preliminary subdivision plat filed with the Lake County Planning Commission.

14) ARTICLE

Federal law at 40 CFR Part 122 prohibits point source discharges of storm water associated with construction activity to a water body(ies) of the United States without a National Pollutant Discharge Elimination System (NPDES) permit.

The development of the COURTNEY LANE Subdivision is covered by Ohio EPA General Storm Water NPDES Permit(s) For Construction.

The developer, COURTNEY LANE, LLC, is required to inform the lot purchaser of the lot purchaser's obligation to file an Individual Lot Notice Of Intent (Individual Lot NOI), and advise that the lot purchaser is required to abide by the terms and conditions of the NPDES Permit.

Each property owner in the COURTNEY LANE Subdivision is required to submit an Individual Lot Notice Of Intent for coverage under Ohio EPA Storm Water Construction General Permit. If you have questions regarding the form or need the form, contact the Ohio EPA Storm Water Unit at (614) 644-2001. The NOI must be sent to the following address:

Ohio Environmental Protection Agency
General Permit Program
P.O. Box 1049
Columbus, Ohio 43266-0149

Each purchaser/owner of the individual sublots at the COURTNEY LANE Subdivision hereby is notified of the foregoing requirements and by purchase of the individual sublots at the COURTNEY LANE Subdivision agrees to comply with all of the foregoing requirements and to indemnify and hold COURTNEY LANE, LLC, and its Members absolutely harmless from any loss, claim or liability in any manner connected with the individual lot NOI and/or purchaser's (or purchaser's contractor's) failure to comply with the applicable regulations now in effect or as hereafter modified.

15) ARTICLE

If it shall be held that any restriction or

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

16) ARTICLE

In the event of a breach, or attempted or threatened breach by any owner of a building lot of any of the terms, covenants and conditions hereof, any one or all of the owners of any building lots, the Courtney Lane Homeowner's Association, Inc., or the Declarant shall be entitled, forthwith, to full and adequate relief by injunction and/or all such other available legal and equitable remedies from the consequences of such breach, except that no owner of a building lot may terminate this Agreement with respect to its building lot because of such breach, and any deed, lease, assignment, conveyance or contract made in violation of this Declaration shall be void and may be set aside upon petition of one or more of the owners of the building lots or of the Declarant. All costs and expenses (including attorneys fees, which fees shall be based upon the usual, customary and reasonable hourly rate at the time incurred) of any such suit or proceeding shall be assessed against the defaulting owner and shall constitute a lien, until paid, against the real estate or the interest of such defaulting owner as of the date it was deeded, leased, signed, conveyed or contracted for in violation of this Declaration, effective upon recording of an Affidavit To Obtain A Mechanic's Lien thereof in the office of the Recorder of Lake County, Ohio. The remedies of any one or all such owners of building lots, the COURTNEY LANE HOMEOWNERS ASSOCIATION, INC., or of the Declarant specified herein shall be cumulative as to each and as to all others permitted at law or in equity. Provided, however, that the City of Kirtland shall also have the right to enforce any of the deed restrictions contained herein relating to drainage and maintenance of drainage easements. Failure or neglect to enforce the foregoing restrictions, rights or easement shall in no event be construed, taken or held to be a waiver thereof.

17) ARTICLE

The provisions of this Declaration may be modified or amended in whole or in part only as follows:

1. With the consent of the owners of a majority of the building lots, by Declaration, in writing, executed and acknowledged by the owners of a

majority of said building lots, duly recorded in the office of the Recorder in and for Lake County. Notwithstanding the foregoing, so long as COURTNEY LANE, LLC, is the owner of twenty-five percent (25%) of the building lots in the COURTNEY LANE Subdivision, no modification or amendment in whole or in part to the provisions of this Declaration may be made without the written consent of COURTNEY LANE, LLC.

2. Notwithstanding the foregoing, so long as COURTNEY LANE, LLC, is the owner of twenty-five percent (25%) of the building lots and for a period of five (5) years from the date of transfer of title of the last building lot from COURTNEY LANE, LLC, COURTNEY LANE, LLC, reserves the right to modify, amend, or waive any or all of the COURTNEY LANE Subdivision Restrictions as to any individual building lot or as to all building lots, as COURTNEY LANE, LLC, in its sole discretion, deems advisable.
3. Notwithstanding the foregoing, any modification or amendments of the Declarations herein relating to drainage easements and/or detention ponds shall be subject to the prior approval by the City of Kirtland.

18) ARTICLE

This Deed of Declaration of Restrictions of COURTNEY LANE Subdivision shall continue and the obligations hereunder shall remain binding from the date of the filing of this Declaration in the Lake County Recorder's office and for twenty (20) years thereafter, and shall be automatically extended for successive ten (10) year periods thereafter, unless on or before expiration of one (1) such extension period the owners of a majority of the building lots shall by written instrument, duly recorded in the Lake County Recorder's office, declare a termination of the same.

19) ARTICLE

The covenants, rights, terms, reservations, limitations, agreements and restrictions contained in this Declaration shall be deemed to be covenants running with the land herein described as the premises, and not conditions and shall bind Declarant and all owners of building lots, their respective heirs, successors and assigns. This Declaration shall create privity of contract and/or estate with and among all owners of all or any part of the

premises, their heirs, executors, administrators, successors or assigns.

20) ARTICLE

Covenant for Maintenance Assessments:

1. Creation of the Lien and Personal Obligation of Assessments. The Declarant for each lot owned within the Properties, hereby covenants, and each owner of any lot by acceptance of a deed therefore, whether or not it shall be so expressed in such deed, is deemed to covenant and agree to pay to the Association annual assessments or charges which shall be established and collected as hereinafter provided.
2. Purpose of Assessment. The assessments levied by the Association shall be used exclusively to promote the health, safety, and welfare of the residents of the subdivision and for the improvement and maintenance of the COURTNEY LANE Subdivision sewage disposal systems, drainage ways, landscaping, subdivision signs, fences, and other items, which are the responsibility of the Association.
3. Minimum Annual Assessment. The annual assessment for each lot shall be \$200.00. The annual assessment may be increased or decreased by a majority vote of the Board of Directors at the time the amount is fixed for the calendar year, provided that an increase may not exceed ten percent (10%) of the previous year's assessment. Increases in excess of ten percent (10%) for any one calendar year shall be made only if approved by two-thirds (2/3) vote of the voting members. Under no circumstances shall the annual assessment be decreased to an amount less than fifty percent (50%) of the original assessment.
4. Date of Commencement of Annual Assessments: Due Dates. The annual assessments provided for herein shall commence as to all lots on a date to be determined by the Board of Directors, but not later than April 1, 2006. The Board of Directors shall fix the amount of the annual assessment period. Written notice of the annual assessment shall be sent to every owner subject thereto. The due dates shall be established by the Board of Directors. The Association shall upon demand, and for a reasonable charge, furnish a certificate signed by an officer of the Association setting forth whether the assessments on a specified lot has been paid. For purposes of this document, the annual assessment period shall be the calendar year.

5. Effect of Nonpayment of Assessments: Remedies of the Association. Any assessment not paid within thirty (30) days after the due date shall bear interest from the due date at the rate of twelve percent (12%) per annum plus reasonable attorneys fees, if any. A certificate of lien for all or any part of the unpaid balance of that assessment, and interest, costs, and reasonable attorney's fees, may be filed with the Recorder of Lake County, Ohio, pursuant to authorization given by the Board. The certificate shall contain a description of the lot against which the lien exists, the name or names of the record owner or owners thereof, and the amount of the unpaid portion of the assessments, and shall be signed by the President or other chief officer of the Association. The Association may take appropriate legal action to collect the delinquent liens, including but not limited to foreclosing the lien against the property of the owner obligated to pay the same. No owner may waive or otherwise escape liability for the assessments provided for herein by non-use of the common Area or abandonment of his lot.

6. Subordination of the Lien to Mortgages. The lien of the assessments provided for herein shall be subordinate to the lien of any first mortgage. Sale or transfer of any lot shall not affect the assessment lien. However, the sale or transfer of any lot pursuant to mortgage foreclosure or any proceeding in lieu thereof shall extinguish the lien of such assessments as to payments, which became due prior to such sale or transfer. No sale or transfer shall relieve such lot from liability for any assessments thereafter becoming due from the lien thereof.

7. Major Improvements. All major improvements requiring expenditures over and above the regular maintenance and operating expenses shall be made only upon the affirmative vote of two thirds (2/3) of the total voting membership of the Association and the membership shall be assessed for the same.

8. Exempt Property. The following property shall be exempt from assessments created herein:

1. All properties dedicated to and accepted by local public authorities.
2. Any vacant land owned by the COURTNEY LANE HOMEOWNERS ASSOCIATION.
3. Vacant lots owned by builders, the first 24 months after transfer.

4. COURTNEY LANE HOMEOWNERS ASSOCIATION, INC., an Ohio Corporation, Not-for profit, formed by the Declarant, shall be responsible for all of the items listed in Article 20. The responsibilities of COURTNEY LANE HOMEOWNERS ASSOCIATION, INC., relating to sewage disposal systems shall include the responsibility for the inspection, maintenance, and repair of the individual on lot sewage system serving each subplot, hereinafter referred to as "system" as provided herein. Such inspection, maintenance, and repair shall be performed in accordance with the Lake County General Health District requirements, as now in effect or as may be from time to time amended.

The Declarant shall be responsible for the enforcement of the inspections, maintenance and repair of the individual sewage disposal systems, which may be assigned by the Declarant to the Association, but the Declarant shall be legally and financially responsible for the inspection, repair, and maintenance of the sewage systems until 50% of the sublots have been transferred to individual homeowners.

The sewage disposal system must be designed in accordance with the sewage disposal system design manual, which shall include the following approved details:

1. The function and design of the sewage disposal systems; and
2. Explains proper system function and operation. A copy fo the sewage disposal system manual is attached hereto and is included in Appendix C.

The Declarant shall have the responsibility of conducting inspections of each system semi-annually. A written report of the semi-annual inspection shall be produced, and a copy submitted to the Lake County General Health District, the Association and the lot owner. In the event that maintenance or repair of any system is found to be necessary as a result of the routine inspection conducted by the Association, or the Lake County General Health District or its successor, the Association shall have the right upon fourteen (14) days of written notice to the owner to

maintain, repair or replace the system.

The inspection shall be performed only by "qualified" individuals. A qualified individual shall be defined as a person having such qualifications and/or licenses as the Lake County General Health District or its successors, may reasonably adopt from time to time, and shall be trained and/or certified by the manufacturer of the aeration system.

The Association shall have the authority to order and contract for on behalf of the Owner for the maintenance, repair or replacement of any system which needs maintenance or repair as a result of the failure by the owner to comply with the lawful orders of the Lake County General Health District. The full costs of such maintenance, replacement and/or repair shall be borne by the Owner.

By acceptance of a deed for a building lot or any other interest in the real property subject to these restrictions, each owner and/or subsequent owner consents to the entry upon the owner's property by the Association, its agents or employees to perform such inspections, maintenance, repairs, or replacement, and waives any right the owner may have to object to such entry upon the property, provided, however, that such entry upon the property by the Association, its agents, or employees shall be reasonable in all respects. Declarant further reserves to the Association such easements as may be necessary to perform such inspections, maintenance, or repairs as may become necessary to keep the system in proper working order.

By acceptance of a deed for a subplot or any other interest in the real property subject to these restrictions, each owner and/or subsequent owner waives any rights or claims the owner may then or at any time in the future have against the Lake County General Health District and/or Declarant which result from the approval by the Lake County General Health District of the systems being used by each subplot.

The following provisions shall also constitute restrictions to which each lot is subject and which must be complied with by the owner of each lot prior to or in the

construction of a residence on the lot.

- (a) Each lot will be considered separately for the installation of an individual household sewage disposal system. If a lot is found to be unsuitable, a sewage disposal system installation permit will not be issued and the lot will be considered not feasible.
- (b) A soil report prepared by a certified professional soil scientist will be provided at the request of the Health District for any or all lots to determine soil characteristics and to determine the depth to the limiting conditions.
- (c) The subdivision of lots shall be constructed in accordance with the approved plan. All changes must be reported to and approved by the Lake County General Health District.
- (d) Each residence constructed on a lot within the proposed subdivision of lots must utilize water saving toilets, shower heads and faucets.
- (e) A sewage disposal system installation permit must be obtained for each lot. Prior to permit issuance, a site inspection will be conducted by a representative of the Lake County General Health District. Once the type, size and location of the sewage disposal system to be utilized is determined, the applicant must submit a plot plan drawn by a registered engineer or surveyor depicting the location and design of the sewage disposal system, house location, existing and final grades, downpour drainage and any other information deemed necessary by the Lake County General Health District.
- (f) Drainage improvements or changes from existing grade notes on the approved plan shall be installed prior to sewage disposal system installation permit issuance.
- (g) Off-lot disposal of sewage effluent will not be permitted.
- (h) All laws and rules of the Lake County General Health District and the Ohio Department of Health pertaining to individual sewage disposal and water supply systems shall be followed.

- (i) All sewage effluent lift pumps must be designed to lift residential sewage effluent to meet the necessary head and rate requirements. Check valves must be used. A visual or audible alarm must be placed in the building served by the pump to indicate any electrical or mechanical failure. The pump must be readily removable from the manhole in case of pump failure.
- (j) Systems shall be installed only by installers approved by the Lake County General Health District.
- (k) Systems shall be designed in accordance with the plans and specifications approved by the Lake County General Health District.
- (l) No open burning will occur during land development or construction.
- (m) A copy of this Declaration of Covenants and Restrictions shall be furnished to the purchaser of each lot within the subdivision of lots prior to the sale of a lot and receipt shall be acknowledged in the sales agreement.
- (n) The deed restrictions contained in Article 20 shall remain in force and apply to each lot until the lot, if ever, is served by a sanitary sewer system.
- (o) In the event that a homeowner's association dissolves, terminates or is otherwise rendered defunct, any environmental covenants, easements, servitude, deed restrictions or other interests that created responsibilities of the homeowners' association regarding sewage systems shall continue to apply to each subplot and become the responsibility of the subplot's owner until the subplot, if ever, is tied into a sanitary system. Any amendment, annulment, waiver, and/or dissolution of the restrictions required by the Lake County General Health District may not occur unless approved in writing by the Lake County General Health District prior to the amendment, annulment, waiver and/or dissolution.

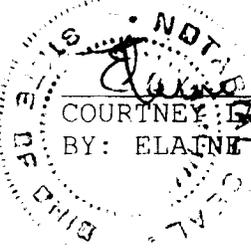
IN WITNESS WHEREOF, COURTNEY LANE, LLC, by its member, ELAINE COURTNEY, has duly executed this DEED OF DECLARATION

Signed and acknowledged
in the presence of:

Courtney Lane LLC
Print name:

Elaine Courtney
Print name:

Elaine Courtney
COURTNEY LANE, LLC
BY: ELAINE COURTNEY, Manager



STATE OF OHIO

~~SEADICA~~ ^{Lake Co.} COUNTY ss.

Before me, a Notary Public, in and for said County and State, personally appeared the above named COURTNEY LANE, LLC, by ELAINE COURTNEY, its manager, who acknowledged that she did sign the foregoing instrument and that the same is her free act and deed and the free act and deed of COURTNEY LANE, LLC.

IN TESTIMONY WHEREOF, I have hereunto set my hand and official seal, at ~~Chardon~~ ^{Painesville}, Ohio, on 4th January, 2006, ~~2004~~.

Richard D. Jackman

NOTARY PUBLIC

Prepared by:
JOSEPH T. SVETE (0001618)
SVETE, MCGEE & CARRABINE CO., LPA
100 Parker Court
Chardon, Ohio 44024
(440) 286-9571

RICHARD D. JACKMAN
Notary Public, State of Ohio
My Commission Expires April 22, 2006
(Recorded in Lake County)