

THE CLIFFS CONDOMINIUM

City of Strongsville

Cuyahoga County

State of Ohio

CUYAHOGA COUNTY RECORDER

PATRICK J. OMALLEY

DECL 09/03/2003 04:07:47 PM

**200309032175**

EIGHTH AMENDMENT TO DECLARATION OF CONDOMINIUM OWNERSHIP

This will certify that copies of this Eighth Amendment to the Declaration of Condominium Ownership for the Cliffs Condominium have been filed in the Cuyahoga County Recorder's Office this \_\_\_\_ day of \_\_\_\_\_, 2003

Patrick O'Malley, County Recorder

By: \_\_\_\_\_

Prepared by:  
John N. Neal, Esq.  
Gallagher, Sharp, Fulton & Norman  
1501 Euclid Ave.  
Cleveland, Ohio 44115.

WHEREAS, BOB SCHMITT HOMES, INC., an Ohio Corporation, of Strongsville, Ohio (the "Corporation"), on October 19, 1974, executed a Declaration of Condominium Ownership for The Cliffs Condominium (the "Original Declaration"), which Original Declaration with the Drawings and By-Laws attached thereto was on October 21, 1974, filed with the Recorder of Cuyahoga County, and which Original Declaration and By-Laws were recorded in Volume 13679 at Page 715 et. seq. of the Cuyahoga County Deed Records and which Drawings were recorded in Volume 22 at Page 31 et. seq. of the Cuyahoga County Condominium Map Records; and,

WHEREAS, the Corporation on October 24, 1974, executed the "First Amendment to Declaration of Condominium Ownership for The Cliffs Condominium" (the "First Amendment"), which First Amendment with the amended Drawings attached thereto was on October 25, 1974, filed with the Recorder of Cuyahoga County, and which First Amendment was recorded in Volume 13681 at Page 313 et. seq. of the Cuyahoga County Deed Records and which amended Drawings were recorded in Volume 22 at Page 63 et. seq. of the Cuyahoga County Condominium Map Records; and,

WHEREAS, the Corporation on December 9, 1974, executed the "Second Amendment to Declaration of Condominium Ownership for The Cliffs Condominium" (the "Second Amendment"), which Second Amendment with the amended Drawings attached thereto was on December 12, 1974, filed with the Recorder of Cuyahoga County, and which Second Amendment was recorded in Volume 13693 at Page 793 et. seq. of the Cuyahoga County Deed Records and which amended Drawings were recorded in Volume 22 at Page 94 et. seq. of the Cuyahoga County Condominium Map Records; and,

WHEREAS, the Corporation on May 15, 1975, executed the "Third Amendment to Declaration of Condominium Ownership for The Cliffs Condominium" (the "Third Amendment"),



which Third Amendment with the amended Drawings attached thereto was on May 20, 1975, filed with the Recorder of Cuyahoga County, and which Third Amendment was recorded in Volume 13834 at Page 57 et. seq. of the Cuyahoga County Deed Records and which amended Drawings were recorded in Volume 23 at Page 44 et. seq. of the Cuyahoga County Condominium Map Records; and,

WHEREAS, the Corporation on August 19, 1975, executed the "Fourth Amendment to Declaration of Condominium Ownership for The Cliffs Condominium" (the "Fourth Amendment"), which Fourth Amendment with the amended Drawings attached thereto was on August 20, 1975, filed with the Recorder of Cuyahoga County, and which Fourth Amendment was recorded in Volume 13864 at Page 701 et. seq. of the Cuyahoga County Deed Records and which amended Drawings were recorded in Volume 23 at Page 69 et. seq. of the Cuyahoga County Condominium Map Records and,

WHEREAS, the Corporation on May 19, 1976, executed the "Fifth Amendment to Declaration of Condominium Ownership for The Cliffs Condominium" (the "Fifth Amendment"), which Fifth Amendment with the amended Drawings attached thereto was on June 3, 1976, filed with the Recorder of Cuyahoga County, and which Fifth Amendment was recorded in Volume 14252 at Page 279 et. seq. of the Cuyahoga County Deed Records and which amended Drawings were recorded in Volume 25 at Page 32 et. seq. of Cuyahoga County Condominium Map Records; and,

WHEREAS, the Corporation on August 16, 1976, executed the "Sixth Amendment to Declaration of Condominium Ownership for The Cliffs Condominium" (the "Sixth Amendment"), which Sixth Amendment with the amended Drawings attached thereto was on August 18, 1976, filed with the Recorder of Cuyahoga County, and which Sixth Amendment was recorded in Volume 14280 at Page 673 et. seq. of the Cuyahoga County Deed Records and which amended Drawings were

recorded in Volume 26 at Page 11 et. seq. of the Cuyahoga County Condominium Map Records; and,

WHEREAS, the Corporation on December 18, 1980, executed the "Seventh Amendment to Declaration of Condominium Ownership for The Cliffs Condominium" (the "Seventh Amendment"), which Seventh Amendment with the amended Drawings attached thereto was on April 20, 1981, filed with the Recorder of Cuyahoga County, and which Seventh Amendment was recorded in Volume 15444 at Page 117 et. seq. of the Cuyahoga County Deed Records and which amended Drawings were recorded in Volume 43 at Page 42 et. seq. of Cuyahoga County Condominium Map Records; and,

WHEREAS, The Cliffs Association on November 14, 1983, executed the "Correction to Seventh Amendment to Declaration of Condominium Ownership" (the "Corrected Seventh Amendment"), which Corrected Seventh Amendment was on November 14, 1983, filed with the Recorder of Cuyahoga County, and which Seventh Amendment was recorded in Volume 15445 at Page 117 et. seq. of the Cuyahoga County Deed Records; and,

WHEREAS, Article XX of the Declaration permits the Association unit owners to amend all provisions of the Declaration, other than Articles VI, VII, Paragraph (6) of Article XIII, and Article XX, at a meeting held for such purpose by the affirmative vote of those entitled to exercise not less than seventy-five percent (75%) of the voting power, so long as no amendment conflicts with Chapter 5311 of the Ohio Revised Code;

WHEREAS, Article XI of the Bylaws permits the Association unit owners to amend all provisions of the Bylaws at a meeting held for such purpose by the affirmative vote of those entitled to exercise not less than seventy-five percent (75%) of the voting power, so long as no amendment conflicts with the provisions of the Declaration or with Chapter 5311 of the Ohio Revised Code;



WHEREAS, the Board of Managers of the Association gave proper notice to unit owners of a meeting to take place on June 25, 2003, for the purpose of amending the Declaration and the Bylaws, along with copies of the proposed amendments, pursuant to Article I, Section 3 of the Bylaws;

WHEREAS, a meeting of the unit owners of the Association took place on June 25, 2003, where the proposed amendments to the Declaration and Bylaws were discussed and voted upon;

WHEREAS, a quorum was present at the June 25, 2003 meeting, either in person, or through proxy, pursuant to Article I, Section 5 and Article I, Section 7 of the Bylaws;

WHEREAS, out of a total of forty-six (46) total possible votes, thirty-nine (39) votes were cast in favor of adopting the proposed amendments to the Declaration and the Bylaws, and one (1) vote was cast in opposition to adopting the amendments at the June 25, 2003 meeting;

WHEREAS, the proposed amendments to the Declaration and the Bylaws passed by well over seventy-five (75) percent, the proposed amendments to the Declaration and the Bylaws were adopted;

NOW, THEREFORE, the Declaration of Condominium Ownership for The Cliffs Condominium and the Bylaws are amended as follows:

A. Article I of the Declaration is hereby amended as follows:

“Rules . . .” is deleted and replaced with:

Rules - Such rules and regulations governing the operation, use, and maintenance responsibilities of the condominium property or any portion thereof as may be adopted and amended by the Board from time to time.

B. Article VIII of the Declaration is hereby amended as follows:

Subparagraph (a) of VIII(1)(a) is deleted and replaced with:

(a) Any courtyard, other yard or open area, deck, patio, privacy fences, and steps to which such



unit is shown on the Drawings to have immediate access from within the boundaries of such unit, the adjacent portion of the driveway to which such unit is shown by the Drawings to have immediate access to the unit, and any plantings or other landscaping reserved for the use of the unit.

Subparagraph (b) of VIII(1)(b) is deleted and replaced with:

(b) All of the other limited common areas and facilities as may be located within the boundaries of such unit which are intended for the exclusive service of the unit, the use, occupancy, and maintenance of which shall in each case be limited and reserved to such unit. Questions regarding whether an area or facility is a limited common area or facility is reserved to the discretion of the Board.

VIII(2) is deleted and replaced with:

(2) Use and Maintenance.

A unit owner's use, occupancy, and maintenance responsibilities of the limited common areas and facilities shall be subject to and in accordance with this Declaration and the Rules. Each unit owner shall in accordance with the Rules maintain any limited common area or facility as described in Article VIII(1)(a)-(b).

C. Article XI of the Declaration is hereby amended as follows:

XI(3) is deleted and replaced with:

(3) Management, Maintenance, Repairs and Replacement of Common Areas and Facilities.

Except as otherwise provided herein in Article VIII or in the Rules, the management, maintenance, repair, and replacement of the common areas and facilities shall be the responsibility of the Association. The Board may delegate all or any portion of its authority to discharge the responsibility to one or more independent contractors or to a managing agent.

D. Article XIX of the Declaration is hereby amended as follows:

XIX(4) is deleted and replaced with:

(4) Compliance with Covenants, Declarations, Bylaws, and Rules.

All unit owners and occupants shall comply with all covenants, conditions, and restrictions set forth in any deed to which they are subject. All unit owners and occupants shall also comply with all provisions set forth in the Declaration of Condominium Ownership, the Bylaws, and the Rules, as any of the same may be amended from time to time. If in the discretion of the Board of Managers (as



determined by the approval of a majority of the managers at a meeting thereof) it is necessary to enforce any of said covenants, conditions, restrictions, or the provisions set forth the Declaration, the Bylaws, or the Rules by means of legal action brought (including but not limited to actions to enforce collection of assessments), or if it is necessary for the Association to defend itself against a unit owner(s) or occupant(s) who:

- (a) fails or refuses to comply with any or all of said covenants, conditions, restrictions, or the provisions set forth the Declaration, the Bylaws, or the Rules;
- (b) after written notice of such noncompliance setting forth the remedy thereof, continues to fail or refuses to comply therewith; and
- (c) is found by such Court or administrative agency to be in noncompliance and/or in violation therewith;

then such unit owner(s) or occupant(s) may be assessed by the Association (as determined by the Board of Managers at a meeting thereof), and if so assessed and upon notification by the Board of such assessment, shall pay to the Association an amount equal to all costs and expenses of the Association or such part thereof as the Association shall assess with respect to said legal action, including but not limited to reasonably attorney fees except as prohibited by law. The Association shall have a lien upon the estate or interest in the unit of any such owner or owners thereof and its percentage of interest in the common areas and facilities for the payment of said assessment for costs and expenses which remains unpaid for ten (10) days after notification of said assessment is given to such unit owner(s) or occupant(s), in like manner and with the same effect as the lien of the Association for common expenses accorded by Chapter 5311.

E. Article II of the Bylaws is hereby amended as follows:

Article II, Section 14 (excluding subsections (a)-(g)) is deleted and replaced with:

Section 14. Powers and Duties. Except as otherwise provided by law, the Declaration or the Bylaws, all power and authority of the Association shall be exercised by the Board of Managers. The Board of Managers shall be responsible for the maintenance, repair, and replacement of the common areas and facilities. In carrying out the purposes of the condominium property and subject to the limitations prescribed by law, the Declaration or these Bylaws, the Board of Managers, for and on behalf of the Association, may

F. Article VII of the Bylaws is hereby amended as follows:

Article VII, Section 8(e) is deleted and replaced with:

(e) The cost of landscaping, gardening, snow removal, painting, cleaning, tuckpointing, maintenance, decorating, repair and replacement of the common areas and facilities and furnishings and equipment



for the common areas and facilities, consistent with Articles VIII and XI of the Declaration;

- G. This Eighth Amendment shall be effective upon its filing in the Cuyahoga County Recorder's office.
- H. From and after the filing of this Eighth Amendment, all references in the Declaration to "the Declaration" and "the Bylaws" shall refer to the Declaration and the Bylaws as amended by this Eighth Amendment.

IN WITNESS WHEREOF, THE CLIFFS ASSOCIATION, by its duly authorized officers, has executed the foregoing EIGHTH AMENDMENT TO DECLARATION OF CONDOMINIUM OWNERSHIP this 26 day of August, 2003.

Signed in the presence of:

Megan Murray  
Thomas Blair Wilbur

The Cliffs Association

By: John J. Kulig  
 John J. Kulig, President

Date: AUGUST 26, 2003

STATE OF OHIO                    )  
   ) ss:  
 COUNTY OF CUYAHOGA        )

Before me, a Notary Public in and for said County and State, personally appeared the above named John J. Kulig, who acknowledged that he did sign the foregoing EIGHTH AMENDMENT TO DECLARATION OF CONDOMINIUM OWNERSHIP, and that the same is his free act and deed, and the free act and deed of him personally and such officer of the Cliffs Association.

IN TESTIMONY WHEREOF, I have hereunto set my hand and official seal at PARMA HEIGHTS, Ohio, this 26TH day of AUGUST, 2003.

Thomas Blair Wilbur  
 Notary Public

THOMAS BLAIR WILBUR, ATTY.  
 NOTARY PUBLIC • STATE OF OHIO  
 My Commission Has No Expiration Date  
 Section 147.03 O.R.C.



CERTIFICATE

Pursuant to ARTICLE XX(1), in addition to the Eighth Amendment, we hereby provide this copy of the resolution adopting the amendment and a statement of the manner of its adoption:

A copy of the original and proposed amendments to the Declaration and Bylaws and Responsibilities of June 2003 were mailed to each unit owner. John Kulig explained that a unit owner had filed a lawsuit against the Cliffs Association and the individual members of the Board of Managers re: responsibility for privacy fences. After discussion, including what constitutes a privacy fence, which unit owner is responsible for what privacy fence (See Drawings for individual units), Ray Sposet called for the question. A motion was made by Ray Sposet and seconded by Charlene Plavan to approve the proposed amendments to the Declaration of Condominium Ownership for The Cliffs Association and Bylaws. The vote was as follows:

For:	22 Unit Owners in Attendance
For:	<u>17</u> Proxies
Total For	39
Against	1 Proxy

The motion passed since 75% of 46 Units = 34.5 = 35 votes needed for passage.

Signed in the presence of:

Megan Murray

Thomas Blum

By: John J. Kulig  
John J. Kulig, President


Date: Jean Thom  
Jean Thom, Secretary

AUGUST 26, 2003

STATE OF OHIO            )  
                                  ) ss:  
COUNTY OF CUYAHOGA    )

Before me, a Notary Public in and for said County and State, personally appeared the above named John J. Kulig and Jean Thom, who acknowledged that they did sign the foregoing CERTIFICATE, and that the same is their free act and deed, and the free act and deed of them personally and such officers of the Cliffs Association.

IN TESTIMONY WHEREOF, I have hereunto set my hand and official seal at PARMA HEIGHTS, Ohio, this 26TH day of AUGUST, 2003.

  
Notary Public

THOMAS BLAIR WILBUR, ATTY.  
NOTARY PUBLIC • STATE OF OHIO  
My Commission Has No Expiration Date  
Section 147.03 O.R.C.