

13679: 715

752107

THE CLIFFS CONDOMINIUM

City of Strongsville  
Cuyahoga County  
State of Ohio

DECLARATION OF CONDOMINIUM OWNERSHIP FOR  
THE CLIFFS CONDOMINIUM

This will certify that copies of this Declaration of Condominium Ownership for The Cliffs Condominium and the Drawings attached thereto, have been filed in the office of the Auditor of Cuyahoga County this 2 day of October, 1974.

George V. Voinevich, County Auditor

By [Signature]  
Deputy Auditor

Prepared by:

Ford, Howland, Whitney & Haass  
1500 Williamson Building  
Cleveland, Ohio 44114

RECORDER'S NOTE:

For Maps Accompanying this declaration and  
By-Laws see Vol. 22 Pages 31 to 40 inclusive  
of Condominium Map Records.

Oct. 21, 1974

11-11  
OCT. 21, 1974

DECLARATION OF CONDOMINIUM OWNERSHIP

FOR

THE CLIFFS CONDOMINIUM

This Declaration is made and entered into this 19th day of October, 1974, by BOB SCHMITT HOMES, INC., an Ohio corporation of Strongsville (which together with its successors and assigns is hereinafter referred to as the "Corporation").

WHEREAS, the Corporation is the owner in fee simple of certain real estate situated in Strongsville, Cuyahoga County, Ohio, which is described more particularly in Article II hereof, and desires to submit said real estate, together with the buildings, improvements and structures thereon and all easements, rights and appurtenances belonging thereto to the provisions of Chapter 5311 of the Ohio Revised Code; and

WHEREAS, the Corporation desires to establish for its own benefit and for the mutual benefit of all future owners, mortgagees and occupants of said real estate or any part thereof certain rights, easements, privileges and restrictions with respect to said real estate and the use, conduct and maintenance thereof; and

WHEREAS, the Corporation desires and intends that the several owners, mortgagees, occupants, and other persons hereafter acquiring any interest in said real estate shall at all times enjoy the benefits of, and shall hold their interests therein, subject to the rights, easements, privileges and restrictions set forth herein, all of which are declared to be in furtherance of a plan to promote and protect the co-operative aspect of the ownership and to facilitate the proper administration of said real estate and are established for the purpose of enhancing the value, desirability and attractiveness thereof;

via 136797 717

NOW, THEREFORE, DOB SCHMITT HOMES, INC., as the owner of the real estate described in Article II hereof and for the purposes above set forth, declares as follows:

ARTICLE I  
DEFINITIONS

The terms defined in this Article I (except as herein otherwise expressly provided or unless the context otherwise requires) for all purposes of this Declaration and of any amendment hereto, and for all purposes of the Drawings and the Bylaws and of any amendment thereto, shall have the respective meanings specified in this Article.

Association - The Cliffs Association, the organization of all the unit owners which administers the condominium property and more specifically described in Article IX hereof, and its successors in interest.

Board - The board of managers of the Association as the same may be constituted from time to time.

Buildings - The buildings constituting a part of the condominium property and more specifically described in Article V hereof.

Bylaws - The bylaws for the government of the Association, which bylaws are identified as Exhibit B to this Declaration.

Chapter 5311 - Chapter 5311 of the Ohio Revised Code, as the same may be amended or supplemented from time to time.

Common Areas and Facilities - All parts of the condominium property except the units, and designated as common areas and facilities in Article VII hereof.

Common Expenses - Those expenses designated as common expenses in Chapter 5311, in this Declaration or in the Bylaws and the following:

- (a) All sums lawfully assessed against the unit owners by the Association;
- (b) Expenses of administration, maintenance, repair and replacement of the common areas and facilities; and
- (c) Expenses determined from time to time to be common expenses by the Association.

Oct. 21, 1971

782489

Oct. 21, 1974

13675 71B

Condominium Property - The Parcel, together with the buildings and all improvements and structures thereon, all easements, rights, and appurtenances belonging thereto, and all articles of personal property existing for the common use of the unit owners.

Declaration - This instrument as originally executed, or, if amended as herein provided, as so amended.

Drawings - The set of drawings prepared and certified by Theodore S. Bogardus, Registered Surveyor, and Edward A. Schmitt, Registered Architect, relating to the condominium property, which drawings are identified as Exhibit A to this Declaration.

Limited Common Areas and Facilities - Those parts of the common areas and facilities reserved for use of a certain unit to the exclusion of all other units and designated as limited common areas and facilities in Article VIII hereof.

Occupant - The person or persons, natural or artificial, other than the unit owner, in possession.

Ownership Interest - A unit and the undivided interest in the common areas and facilities appertaining thereto.

Parcel - The entire tract of land described in Article II hereof.

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

Unit - A part of the condominium property consisting of a number of rooms designed for use as a single-family residence and more specifically described in Article VI hereof.

Unit Owner - A person or persons, natural or artificial, at any time owning the fee simple estate in a unit.

ARTICLE II

ESTABLISHMENT OF CONDOMINIUM

DEFINITION OF CONDOMINIUM PROPERTY

136791 719

structures thereon, all easements, rights, and appurtenances belonging thereto, and all articles of personal property existing for the common use of the unit owners, is hereby submitted to the provisions of Chapter 5311 of the Ohio Revised Code:

PARCEL A

Situated in the City of Strongsville, County of Cuyahoga, State of Ohio, and known as being part of Original Strongsville Township Lot No. 47 and also being a portion of Block "D" of Ledgewood Subdivision No. 5 as recorded in Volume 205, Page 65 of the Cuyahoga County Records and also a portion of area known as "The Cliffs" as recorded in Volume 214, Page 24 of the Cuyahoga County Records and bounded and described as follows:

Beginning at the point of intersection of the centerlines of Fallingwater Road (70 feet wide) and Hillcliff Circle (60 feet wide),

Thence North 85°50'01" East along the centerline of Fallingwater a distance of 245.00 feet to a point,

Thence South 04°09'59" East a distance of 35.00 feet to a point on the Southerly right-of-way line of Fallingwater, the principal place of beginning,

Thence South 04°09'59" East along the Easterly line of Park Area "L" of Ledgewood Subdivision No. 5 as recorded in Volume 205, Page 65 of the Cuyahoga County Records a distance of 136.25 feet to a point on the Northerly property line of Bonnie Park Subdivision No. 1 as recorded in Volume 170, Page 16 of the Cuyahoga County Records,

Thence North 85°50'32" East along the Northerly property line of Bonnie Park Subdivision No. 1 a distance of 112.00 feet to a point,

Thence North 04°09'59" West a distance of 56.04 feet to a point of curvature,

Thence along the arc of curve deflecting to the right having a radius of 50.00 feet, an arc of 78.55 feet and a chord of 79.72 feet which bears North 40°50'16" East to a point,

Thence North 85°50'32" East a distance of 137.50 feet to a point of curvature,

Thence along the arc of curve deflecting to the right having a radius of 100.00 feet, an arc of 79.30 feet and a chord of 77.24 feet which bears South 71°26'24" East to a point,

Thence North 41°16'41" East a distance of 40.00 feet to a point of curvature,

Thence along the arc of curve deflecting to the left having a radius of 140.00 feet, an arc of 70.03 feet and a chord of 69.31 feet which bears North 63°03'10" West to a point of curvature,

Oct. 21, 1971

782489

Thence along the arc of curve deflecting to the right having a radius of 20.00 feet, an arc of 19.30 feet, and a chord of 18.56 feet which bears North 49°44'17" West to a point of curvature,

Thence along the arc of curve deflecting to the right having a radius of 380.00 feet, an arc of 110.89 feet and a chord of 110.41 feet which bears North 13°07'46" West to a point,

Thence South 85°50'01" West a distance of 20.00 feet to a point,

Thence North 04°09'59" West a distance of 67.00 feet to a point on the Southerly right-of-way of Fallingwater Road,

Thence South 85°50'01" West along the Southerly right-of-way of Fallingwater Road a distance of 288.28 feet to a point and the principle place of beginning, be the same more or less but subject to all legal highways.

Excluding therefrom the following described premises:

Situated in the City of Strongsville, County of Cuyahoga, State of Ohio, and known as being part of Original Strongsville Township Lot No. 47 and also being a portion of Block "D" of Ledgewood Subdivision No. 5 as recorded in Volume 205, Page 65 of the Cuyahoga County Records and also a portion of an area known as "The Cliffs" as recorded in Volume 214, Page 24 of the Cuyahoga County Records and bounded and described as follows:

Beginning at the point of intersection of the centerline of Fallingwater Road (70 feet wide) and Hillcliff Circle (60 feet wide),

Thence North 85°50'01" East along the centerline of Fallingwater Road a distance of 245.00 feet to a point,

Thence South 04°09'59" East a distance of 35.00 feet to a point on the Southerly right-of-way line of Fallingwater Road and the principle place of beginning,

Thence South 04°09'59" East along the Easterly line of Park Area "L" of Ledgewood Subdivision No. 5 as recorded in Volume 205, Page 65 of the Cuyahoga County Records a distance of 153.45 feet to a point,

Thence North 85°50'01" East a distance of 115.00 feet to a point on the Westerly right-of-way line of Trailside Place (40 feet wide),

Thence North 04°09'59" West a distance of 12.01 feet to a point of curvature,

Thence along the arc of a curve deflecting to the right and having a radius of 220.00 feet, an arc of 107.33 feet and a chord of 106.27 feet which bears North 09°48'36" East to a point of curvature,

13679 721

Thence along the arc of a curve deflecting to the left and having a radius of 80.00 feet, an arc of 19.03 feet and chord of 38.64 feet which bears North 09°48'36" East to a point on the Southerly right-of-way line of Fallingwater Road,

Thence South 85°50'01" West a distance of 150.00 feet to a point and the principal place of beginning, be the same more or less but subject to all local highways.

The condominium property is hereby divided into seven (7) freehold estates consisting of the units and one (1) freehold estate consisting of the common areas and facilities.

ARTICLE III

NAME

The name by which this condominium property shall be known is The Cliffs Condominium.

ARTICLE IV

PURPOSES AND RESTRICTIONS ON THE USE OF CONDOMINIUM PROPERTY

(1) Purposes. The purposes of the condominium property are to provide housing and recreational facilities for the unit owners and their respective families, tenants, guests and servants in accordance with the provisions of Chapter 5311.

(2) Restrictions on Use. The units and common areas and facilities shall be used and occupied as follows:

(a) No part of the condominium property shall be used for other than housing and the related common purposes for which the condominium property was designed. Each unit shall be used and occupied as a residence for a single family and for no other purpose.

(b) There shall be no obstruction of the common areas and facilities nor shall anything be stored in the common areas and facilities without the prior written consent of the Association except as is otherwise provided herein.

(c) Nothing shall be done or kept in any unit or in the common areas and facilities which will increase the rates of insurance on the buildings or contents thereof beyond that customarily applicable for residential use, without the prior written consent of the Association. No unit owner shall permit anything to be done or kept in his unit or in the common areas and facilities which will result in

Oct. 21, 1971

782489

136797 722

the cancellation of insurance on any building, or the contents thereof, or which would be in violation of any law or regulation of any governmental authority. No waste shall be committed in the common areas and facilities.

(d) No unit owner shall cause or permit anything (including, without limitation, a sign, basketball hoop, canopy, awning, shutter, storm door, screen door, radio or television antenna) to be hung, displayed or otherwise affixed to or placed on the exterior walls or roof or any part thereof, or the outside of windows or doors, or on a pole, without the prior written consent of the Association.

(e) No animals or birds of any kind shall be raised, bred or kept in any unit or in the common areas and facilities, except that dogs, cats and other household pets may be kept in units, subject to the rules adopted by the Association, provided that they are not kept, bred, or maintained for any commercial purposes and provided further that any such pet causing or creating a nuisance or disturbance shall be permanently removed from the condominium property upon ten (10) days' written notice from the Association.

(f) No noxious or offensive activity shall be carried on in any unit or in the common areas and facilities, nor shall anything be done therein, either willfully or negligently, which may be or become an annoyance or nuisance to the other unit owners or occupants. No rubbish or garbage shall be accumulated or permitted to remain on said property on the exterior of a building thereon unless in closed containers, the tops of which are not above the level of the ground, or unless screened by a fence approved by the Association.

(g) Nothing shall be done in any unit or in, on or to the common areas and facilities which will impair the structural integrity of the buildings or any part thereof or which would structurally change the buildings or any part thereof except as is otherwise provided herein.



WA 136797 723

(h) No clothes, sheets, blankets, laundry of any kind or other articles shall be hung out or exposed on any part of the common areas and facilities, except in a courtyard in such manner as not to be visible except from the unit for which such courtyard is reserved. The common areas and facilities shall be kept free and clear of all rubbish, debris and other unsightly materials.

(i) Except in a courtyard in such manner as not to be visible except from the unit for which such courtyard is reserved, or (subject to the rules) on driveways, or in other areas specifically designed and intended for such purposes, there shall be no playing, lounging or parking or placing of baby carriages, playpens, bicycles, wagons, toys, vehicles, benches or chairs in or on any part of the common areas and facilities.

(j) No industry, business, trade, occupation or profession, auction, garage sale or other sale to the public of any kind, whether for commercial, religious, educational, charitable or other purposes shall be conducted, maintained, or permitted on any part of the condominium property without the prior written consent of the Association and subject to the rules, nor shall any "For Sale" or "For Rent" signs or other window displays or advertising be maintained or permitted by any unit owner on any part of the condominium property or in any unit therein, except that:

(i) the Corporation may perform or cause to be performed such work as is incident to the completion of the development of the condominium property, or to the sale or lease of units owned by the Corporation;

(ii) the Corporation or its agent may place "For Sale" or "For Rent" signs on any of its unsold or unoccupied units and may place such other signs on the condominium property as may be required to facilitate the sale or lease of unsold units;

(iii) the Association or its agent or representative may place "For Sale" or "For Rent" signs on any unit or on the condominium property for the purpose of facilitating the disposal of units by any unit owner, mortgage or the Association; and

Oct. 21, 1974

1.11  
1047011  
Oct. 21, 1974  
VA 136797 72A

(iv) a unit owner with respect to a unit, and the Association or its agent or representative with respect to the common areas and facilities, may perform or cause to be performed any maintenance, repair or remodeling work, or other work required or permitted by this Declaration.

#### ARTICLE V

##### GENERAL DESCRIPTION OF BUILDINGS

The buildings constituting a part of the condominium property are six (6) single unit, one-story structures and one (1) single unit, two-story structure, all without basements. Each unit is constructed of wood frame, with the exterior consisting mainly of wood. Each unit is designed for use as a single family residence, and includes a two (2) car attached integral garage.

#### ARTICLE VI

##### UNITS

(1) Description of Units. Each unit shall consist of:

(a) The space enclosed within the undecorated interior surfaces of its perimeter walls, floors and ceilings (being in appropriate cases the inner surfaces parallel to the roof plane, of the roof rafters, and the projections thereof) projected, where appropriate, to form a complete enclosure of space, if any pipes, ducts, wires, conduits or structural divisions such as interior walls or partitions intervene;

(b) Any finishing material applied or affixed to the interior surfaces of the perimeter walls, floors, and ceilings, including, without limitation, paint, lacquer, varnish, wallpaper, tile and paneling;

(c) Non-supporting interior walls;

(d) Windows and doors (including the garage door) in the perimeter walls; and

(e) All utility pipes or lines or systems, and fixtures or appliances connected thereto, servicing a single unit (or connecting a single unit to a main or central utility to the point of disconnection from such main or central utility) whether located within the boundaries of the unit or not, but not including any space occupied thereby if located outside

VA 136797 725

the boundaries of the unit.

Units forming a part of the condominium property are more particularly described in the Drawings, which show graphically all the particulars of the buildings; without limiting the generality of the foregoing, the unit designations, location, approximate area and number of rooms (exclusive of garage and minor rooms, all of which are shown on the Drawings) are set forth below:

<u>UNIT NO.</u>	<u>LOCATION</u>	<u>APPROXIMATE AREA (sq. ft.)</u>	<u>NO. OF ROOMS</u>
4903	10167 Trailside Place	2,180	8
4904	18161 Trailside Place	1,744	6
4905	10153 Trailside Place	1,684	4
4906	18141 Trailside Place	2,199	5
4947	18056 Ledgepoint Place	1,804	4
4948	18042 Ledgepoint Place	1,888	6
4949	18036 Ledgepoint Place	2,000	6

(2) Prohibition Against Subdivision of Unit. No unit owner shall, by deed, plat or otherwise, subdivide or in any manner cause his unit to be separated into tracts or parcels smaller than the whole unit as shown on the Drawings.

(3) Ownership of a Unit. Except with respect to any of the common areas and facilities located within the boundaries of a unit, each unit owner shall be entitled to the exclusive ownership and possession of his unit and to the ownership of an undivided interest in the common areas and facilities in the percentage expressed in Article VII hereof.

ARTICLE VII

COMMON AREAS AND FACILITIES

(1) Description. Except as otherwise in this Declaration provided, the common areas and facilities shall consist of the land described in Article II hereof, all buildings, improvements

Oct. 21  
CON 201

11

504701

Oct. 21 1973

via 136757 726

and structures thereon, all easements, rights and appurtenances belonging thereto, and all other parts of the condominium property except the units. Without limiting the generality of the foregoing, the common areas and facilities shall include the following, whether located within the boundaries of a unit or not:

(a) All structural parts of the building including, without limitation, foundations, columns, joists, beams, supports, supporting walls, floors, ceilings and roofs;

(b) Entry courtyards, patios, patio courtyards, other yards and driveways;

(c) Walls and fences outside the boundaries of a unit;

(d) Any utility pipe or line or system servicing more than a single unit, and all ducts, wires, conduits and other accessories used therewith, but excluding any pipe or line or accessory connecting a single unit to a main or central pipe or line or system or to a pipe or line or system servicing more than a single unit;

(e) All other parts of the condominium property necessary or convenient to its existence, maintenance and safety, or normally in common use, or which have been designated as common areas and facilities in the Drawings;

(f) The limited common areas and facilities hereinafter described; and

(g) All repairs and replacements of any of the foregoing.

(2) Ownership of Common Areas and Facilities. The common areas and facilities shall be owned by the unit owners as tenants in common, and ownership thereof shall remain undivided. No action for partition of any part of the common areas and facilities shall be maintainable, except as specifically provided in Chapter 5311, nor may any unit owner otherwise waive or release any rights in the common areas and facilities; provided, however, that if any unit shall be owned by two or more co-owners as tenants in common or as joint tenants, nothing herein contained

VE 136752

respect to limited common areas and exclusive use areas, each unit owner may use the common areas and facilities in accordance with the purposes for which they are intended, but subject to this Declaration and the rules, which right of use shall be appurtenant to and run with his unit.

(4) Interest in Common Areas and Facilities. The percentage of interest in the common areas and facilities of each unit has been determined by the Corporation in accordance with the provisions of Chapter 5311 and is as follows:

<u>UNIT NO.</u>	<u>PERCENTAGE OF INTEREST</u>
4903	16.06
4904	12.84
4905	12.40
4906	16.19
4947	13.29
4948	13.90
4949	15.32

ARTICLE VIII

LIMITED COMMON AREAS AND FACILITIES

(1) Description. Each unit owner is hereby granted an irrevocable license to use and occupy (to the exclusion of the other units) the limited common areas and facilities reserved exclusively for the use of his unit. The limited common areas and facilities reserved exclusively for use of a certain unit shall consist of:

- (a) Any courtyard, other yard or open area, deck and any patio, to which such unit is shown on the Drawings to have immediate access from within the boundaries of such unit, and the immediately adjacent portion of the driveway (to the extent shown on the Drawings as limited common areas and facilities) to which such unit is shown by the Drawings to have immediate access from such unit's garage

1.11  
Oct. 21, 1974

Vol 136794 728

\*  
↓

(b) All other of the 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 and occupancy of which shall in each case be limited to such unit.

(2) Use and Maintenance. A unit owner's use and occupancy of the limited common areas and facilities reserved for the use of his unit shall be subject to and in accordance with this Declaration and the rules. Each unit owner shall in accordance with the rules maintain any courtyard, patio and deck which are reserved for the use of his unit, including the pavement therein, and any plantings or other landscaping therein, and the Association shall maintain the remainder of the limited areas and facilities.

ARTICLE IX  
ASSOCIATION

The Association for the administration of the condominium property shall be deemed to exist immediately upon the filing of this Declaration for record. The Association shall be called "The Cliffs Association" or a name similar thereto, and may be an unincorporated association or may (but need not) be or become an Ohio corporation not for profit. Each unit owner shall be a member of the Association, which membership shall terminate upon the sale or other disposition by such member of his unit, at which time the successor unit owner shall become a member of the Association. The Association shall be governed by bylaws in the form of the Bylaws attached hereto as Exhibit B, which bylaws may be amended from time to time as therein provided. The bylaws may contain, in addition to the provisions required to be included therein by Chapter 5311, any further provisions deemed by the Association to be desirable and not inconsistent with this Declaration.

Upon the filing of this Declaration for record, the Corporation shall appoint the initial members of the Board (who may or may not be unit owners), who shall serve in such capacity until such time as their successors are elected and qualified

572 367981 729

In accordance with the bylaws, provided, however, that any vacancy which might arise for any reason whatsoever in the initial Board of Managers shall be filled by the Corporation until such successors are elected and qualified.

ARTICLE X

AGENT FOR SERVICE OF PROCESS

The Corporation, located at its principal place of business at 13073 Fallingwater Road, Strongsville, Cuyahoga County, Ohio 44136 (or if such address ceases to be the principal place of business of the Corporation, then at such other principal place of business) is hereby appointed as the agent to receive service of process for the Association. The agent may at any time hereafter resign its position by delivering to the Association and filing for record (in the miscellaneous file of the Cuyahoga County Recorder's Office) notice of such resignation. The Association shall thereupon promptly select a successor agent and file for record an amendment to this Declaration naming said successor agent.

ARTICLE XI

GENERAL PROVISIONS AS TO UNITS AND COMMON AREAS AND FACILITIES

(1) Easements.

(a) The Association is hereby granted, and it may hereafter grant, easements for utility purposes for the benefit of the condominium property, including the right to install, lay, maintain, repair and replace watermains and pipes, sewer lines, gas mains, telephone wires and equipment, and electrical conduits and wires over, under, along, on and through any portion of the common areas and facilities; and each unit owner by his acceptance of a deed to his unit agrees from time to time to execute, acknowledge, deliver and record, for and in the name of such unit owner, such instruments (with dower rights released) as may be necessary to effectuate the foregoing.

(b) An easement in favor of each unit owner is hereby established, to permit such owner to attach draperies, pictures, mirrors and like decorations and furnishings to the

Oct. 21, 1974

782489

1.11

1.11  
Oct. 21, 1974

13679E 730

interior surfaces of the perimeter and interior walls and ceilings.

(c) Each unit shall be subject to such easement as may be necessary for the installation, maintenance, repair or replacement of any common areas and facilities located within the boundaries of such unit.

(d) In the event that, by reason of the construction, reconstruction, settlement or shifting of any building, any part of the common areas and facilities encroaches or shall hereafter encroach upon any part of any unit or any part of any unit encroaches or shall hereafter encroach upon any part of the common areas and facilities or any other unit, valid easements for such encroachment and the maintenance of such encroachment are hereby established and shall exist for the benefit of such unit and the common areas and facilities, as the case may be, so long as all or any part of the building containing any such unit shall remain standing; provided, however, that in no event shall a valid easement for any encroachment be created in favor of any unit owner or in favor of the unit owners as owners of the common areas and facilities if such encroachment occurred due to the willful conduct of such unit owner or owners.

(e) So long as the Corporation remains the owner of any unit (other than a unit reacquired by the Corporation after initial conveyance by it), the Corporation shall retain an easement to permit it to construct and install fences on the condominium property in order to provide privacy for any unit in The Cliffs Condominium, which fences when installed shall be part of the common areas and facilities.

(f) A nonexclusive easement is hereby reserved to the Corporation and to its successors and assigns:



782489

(1) to use the paved portion of any and all private streets designated on the Offer for Dedication Plat of the Cliffs, recorded in Volume 214 of Maps, Page 24 of Cuyahoga County Records, for purposes of ingress to and egress from the Additional Property of the Corporation described in Article XXI hereof, on foot or by vehicle, subject to the same regulations as are contained in this Declaration and in the rules; provided, however, that the management, maintenance (including snow removal), repair and replacement of said paved portion as a part of the common areas and facilities shall be entirely the responsibility of the Association, which shall have sole authority in such matters exercisable in the full discretion of the Association pursuant to and in accordance with this Declaration, and the Corporation and its successors and assigns shall have no responsibility or authority with respect thereto; and provided further that, in the event any building or buildings shall be constructed upon any portion of the Additional Property, the owner or owners of such building or buildings shall be obligated (commencing as to any such building on the date such building is occupied) to reimburse the Association from time to time for a pro rata share of the cost of such maintenance, repair and replacement, in the proportion that the floor area of each such building on the Additional Property bears to the total floor area of the units and all such buildings on the Additional Property; and

(2) to connect to any water mains and pipes, sewer lines, gas mains, telephone wires and equipment, and electrical conduits and wires, and any other utility facilities and appurtenances, over, under, along, on and through any portion (paved or unpaved) of the common areas and facilities occupied by any such private street for purposes of providing utility services of all kinds for the Additional Property of the Corporation described in Article XXI hereof, without any payment or other obligation whatsoever.

(2) Use of Common Areas and Facilities. No person shall use the common areas and facilities or any part thereof in any manner contrary to or not in accordance with this Declaration or the rules pertaining thereto. Without limiting the generality of the foregoing, the Association shall have the right, but not the obligation, to promulgate rules governing the use of the common areas and facilities by unit owners and occupants and their respective families, tenants, guests, invitees and servants.

782489  
 Oct. 21 1974

136

Trustee (until December 31, 1978) for the unit owners, and the Association, as successor Trustee (after December 31, 1978 and until December 31, 1980) for the unit owners, shall have the following rights and powers in and with respect to the condominium property:

(a) The right to dedicate or otherwise transfer to the public authority having jurisdiction, for public use, any or all of the private streets at any time located within the boundaries of the condominium property;

(b) The right to revoke in whole or in part the offer of dedication expressed in the plat entitled "Offer for Dedication Plat of the Cliffs," recorded in Volume 214 of Maps Page 24 of Cuyahoga County Records; and

(c) The right to release, in whole or in part, any right hereinabove set forth;

provided, however, that:

(d) Such Trustee until December 31, 1978, and such successor Trustee after December 31, 1978, and until December 31, 1980, may (in the discretion of the Trustee or the Board of the successor Trustee) exercise the right to dedicate set forth in Paragraph (a) above and/or the right to revoke set forth in Paragraph (b) above, as to any such street only if authorized to do so by the unit owners fronting on such street by the affirmative vote of unit owners entitled to exercise no less than Fifty Percent (50%) of the voting power of the Association at a meeting of unit owners held for the purpose of considering and voting upon such authorization; and

(e) Such Trustee until December 31, 1978, and such successor Trustee after December 31, 1978, and until December 31, 1980, shall in all events exercise the right to dedicate set forth in Paragraph (a) above and/or the right to revoke

Vol 136787 735

not forth in Paragraph (b) above, as to any such street if directed to do so by the unit owners fronting on such street by the affirmative vote of unit owners entitled to exercise not less than Seventy-Five Percent (75%) of the voting power of the Association at a meeting of unit owners held for the purpose of considering and voting upon such direction.

#### ARTICLE XII

##### COMMON EXPENSES AND ASSESSMENTS

(1) Obligation of Unit Owners to Pay Assessments. The common profits of the condominium property shall be distributed among and the common expenses shall be charged to the unit owners according to the percentages of interest in the common areas and facilities of their respective units. Every unit owner shall pay his proportionate share of assessments for common expenses and any special assessments levied against him. No unit owner may avoid his proportionate share of assessments for common expenses and any special assessments levied against him by attempted waiver or release of any rights in the common areas and facilities, nor by abandonment of his unit, nor otherwise.

(2) Failure to Pay Assessments When Due. In the event any unit owner fails to pay any assessment made by the Board within ten (10) days after the same shall have become due and payable, the Board may, in its discretion, discontinue any or all services to the unit owned by such unit owner which may be included as a part of the common expenses. Any assessment not paid within ten (10) days after the same shall have become due and payable shall bear interest at such rate, not in excess of Eight Percent (8%) per annum, as may be determined by the Board until the same shall have been paid.

(3) Statement of Unpaid Expenses. Any prospective grantee or mortgagee of an ownership interest may request in writing a written statement from the Board or managing agent of the Association setting forth the amount of unpaid assessments with respect to the unit ownership to be sold or encumbered, and the Board shall within ten (10) days after receipt of such request, furnish such a statement. In the case of a sale of any ownership interest, no grantee shall be liable for, nor shall any ownership interest be subject to a lien for, any unpaid assessments which became due prior to the date of the making of such request and

Oct. 21, 1974

Vol 136797 737

(6) Lien for Unpaid Assessments. The Association shall have a lien upon each ownership interest for the payment of all assessments, whether for the common expenses or levied as special assessments, against the unit constituting a part of such ownership interest which remain unpaid for ten (10) days after the same have become due and payable in like manner and with the same effect as the lien of the Association for common expenses accorded by Chapter 5311.

(7) Status of Assessments and Other Funds Collected. All assessments and other funds collected by the Association shall be held and expended solely for the purposes designated in this Declaration and the Bylaws, and (except for such special assessments as may be levied against or required from less than all of the unit owners, and for such adjustments as may be required to reflect delinquent or prepaid assessments) shall be deemed to be held by the Association in trust for the use, benefit and account of all of the unit owners according to the percentage of interest in the common areas and facilities of their respective units; upon transfer of title to any unit, the transferee shall succeed as unit owner to his predecessor's interest in such assessments and other funds and such predecessor shall have no further interest therein.

(8) Exempt Property. Any unit owned by the Corporation prior to transfer of title to such unit by the Corporation shall be exempted from the assessments and lien created by this Article XII.

ARTICLE XIII

SALE, LEASING OR OTHER ALIENATION

(1) Sale or Lease.

(a) Any unit owner, other than the Corporation, who wishes to sell or lease his ownership interest or any interest therein (or any lessee of any ownership interest wishing to assign or sublease such ownership interest) to any person shall give to the Board, not less than thirty (30) days prior to the date of the proposed sale or lease, written notice of the terms of any proposed sale

782489  
1.11  
Oct. 21, 1974

111  
CORPORATION  
Oct. 21, 1974

VOL 136797 7J8

or lease, together with his name and address, the unit of which he is the owner and which is to be the subject matter of the proposed sale or lease, the name and address of the proposed purchaser or lessee, the amount deemed by him to constitute the fair market value of such ownership interest, and the amount of any liens and encumbrances thereon. The members of the Board, acting on behalf of consenting unit owners as hereinafter provided, shall at all times have the first right and option to purchase or lease such ownership interest or interest therein upon the same terms, which option shall expire fifteen (15) days after the date of receipt by it of such notice; provided, however, that if the proposed purchase or lease shall be for a consideration which the Board does not deem to reflect the fair market value of such ownership interest or interest therein, the Board may elect to exercise such option in the manner, within the period, and on the terms set forth in paragraph (2) of this Article XIII. If said option is not exercised by the Board within the aforesaid option period, the owner or lessee may, upon the expiration of said option period, contract to sell or lease (or sublease or assign) such ownership interest or such interest therein to the proposed purchaser or lessee named in such notice upon the terms specified therein, but no such lease shall be made for a term of less than sixty (60) days.

(b) The Corporation may without prior notice to the Association lease any unit owned by it prior to the transfer of title thereto by the Corporation; provided, however, that the term of any such lease shall expire on or before the date title to such unit is transferred by the Corporation. Within thirty (30) days after the execution of any such lease the Corporation shall give written notice to the Board as to the identity of any such lessee or leasee and term of any such lease.

(2) Inter Vivos Gift. Any owner, other than the Corporation who wishes to make an inter vivos gift of his ownership interest or any interest therein to any person or persons other than his spouse and his lineal descendants or any one or more of them, shall give to the Board, not less than thirty (30) days prior

Vol 136797 739

the date of the proposed gift, written notice of his intent to make such gift and shall specify in said notice his name and address, the unit of which he is the owner and which is to be the subject matter of the proposed gift, the name and address of the intended donee, the contemplated date of said gift, the amount deemed by him to constitute the fair market value of such ownership interest or interest therein, and the amount of any liens and encumbrances thereon. The members of the Board, acting on behalf of consenting unit owners as hereinafter provided, shall at all times have the first right and option to purchase or otherwise acquire such ownership interest or interest therein for cash at the fair market value thereof less the amount of any liens and encumbrances thereon. If the Board does not deem the amount so specified in said notice to be the fair market value of such ownership interest or interest therein, the Board may, within ten (10) days after the service of such written notice by the unit owner, so notify the unit owner in writing and specify a different amount as the fair market value of said ownership interest or interest therein. The fair market value of the ownership interest or interest therein involved shall be deemed to be the amount specified by the unit owner, or if the Board as aforesaid has specified a different amount, then the amount specified by the Board, unless either

(a) The Board and the unit owner at any time within fifteen (15) days after the service of such notice by the unit owner agree upon a different amount or

(b) Either the unit owner or the Board, within said fifteen (15) day period (but not thereafter) serves a written notice on the other that he or it desires that the determination of such fair market value shall be made by a board of appraisers, in which case such determination shall be made

Oct. 21, 1971

782489

Vol 13673: 7-11

owner, the Board shall give notice of this option to said devisee or devisees, heir or heirs, or personal representative, as the case may be, and shall specify therein an amount deemed by the Board to constitute the fair market value of such ownership interest or interest therein. If the person or persons to whom such notice is given do not deem the amount so specified in said notice to be the fair market value of such ownership interest or interest therein, such person or persons may within fifteen (15) days after the service of such written notice so notify the Board in writing and specify a different amount as the fair market value of said ownership interest or interest therein. The fair market value of the ownership interest or interest therein involved shall be deemed to be the amount specified by the Board or if such person or persons as aforesaid has or have specified a different amount, then the amount specified by such person or persons, unless either

(a) The Board and such person or persons at any time within thirty (30) days after the service of such written notice by the Board agree upon a different amount or

(b) Either such person or persons or the Board within said thirty (30) day period (but not thereafter) serves a written notice upon the other that he, they or it desires that the determination of such fair market value shall be made by a Board of appraisers, in which case such determination shall be made by the majority vote of a board of three (3) appraisers, one of whom shall be appointed by the Board and the other of whom shall be appointed by such person or persons, each such appointment to be made within five (5) days after the receipt by the other party of the aforesaid

Oct. 21, 1974

782489

1.11

Oct. 21, 1971

PL 13579E 712

notice, and the third of whom shall be appointed by the first two appraisers within five (5) days after the last of their respective appointments. Upon such determination said appraisers shall promptly give written notice thereof to such person or persons and the Board.

The Board's option to purchase or otherwise acquire said ownership interest or interest therein shall expire thirty (30) days after the date the fair market value thereof becomes fixed as aforesaid if the personal representative of the deceased unit owner is empowered to sell and shall expire three (3) months after said date if said personal representative is not empowered to sell. Nothing herein contained shall be deemed to restrict the right of the Board or its authorized representative, pursuant to authority given to the Board by the unit owners as hereinafter provided, to bid at any sale of the ownership interest or interest therein of any deceased unit owner which sale is held pursuant to an order or direction of the court having jurisdiction over that portion of the deceased unit owner's estate which contains his or her ownership interest or interest therein.

(4) Involuntary Sale

(a) In the event any ownership interest or interest therein is sold at a judicial or execution sale (other than a mortgage foreclosure sale), the person acquiring title through such sale shall, before taking possession of the unit so sold, give to the Board, not less than thirty (30) days prior to the date such person intends to take possession written notice of such intantion together with his name and



136752 743

address, the unit purchased, and the purchase price, where-  
upon the members of the Board, acting on behalf of consenting  
unit owners as hereinafter provided, shall have the first  
right and option to purchase such ownership interest or in-  
terest therein at the same price for which it was sold at  
such sale, provided, however, that as to any mortgagee pur-  
chasing at such sale, the purchase price shall be the price  
for which it was sold at such sale, or the fair market value  
thereof, whichever is higher. Any mortgagee purchasing at  
such sale shall, if it deems said fair market value to be  
higher than the price for which it was sold at said sale,  
specify in the notice provided for hereinabove, the fair  
market value of such ownership interest or interest therein.  
If the Board does not deem the amount so specified in said  
notice to be the fair market value thereof, then the Board  
may elect to exercise such option in the manner, within the  
period, and on the terms set forth in paragraph (2) of this  
Article XIII. Except as otherwise provided herein, if said  
option is not exercised by the Board within said thirty (30)  
days after receipt of such notice it shall thereupon expire  
and said purchaser may thereafter take possession of said  
unit. The Board shall be deemed to have exercised its option  
if it tenders to an escrow agent selected by it the required  
sum of money for the account of the purchaser within said  
thirty (30) day period.

(b) In the event any unit owner shall default in the  
payment of any monies required to be paid under the pro-  
visions of any mortgage or deed of trust on or against his  
ownership interest, the Board shall have the right to cure  
such default by paying the amount so owing to the party

Oct. 21 1974

11.1  
8842R1  
Oct. 21

PL 135791 75A

entitled thereto and shall thereupon have, in addition to any right of subrogation resulting from such payment, a lien therefor against such ownership interest, which lien shall have the same force and effect and may be enforced in the same manner as a lien of the Association for unpaid common expenses.

(5) Consummation of Purchase. Any option exercisable by the Board hereunder may be exercised within the respective option period by delivery by the Board of written notice of such exercise to the person or persons required to sell any ownership interest or interest therein to the Board in accordance with the provisions of this Article XIII. Any purchase effected pursuant to the provisions of this Article XIII shall be made by the payment of the purchase price by the Board, on behalf of the consenting unit owners, in return for a conveyance of the ownership interest or interest therein, subject to any liens and encumbrances thereon, to the president or chief officer of the Association as trustee for all consenting unit owners. Such conveyance and payment shall be made within twenty (20) days after the exercise of any option by the Board as in this Article XIII provided.

(6) Consent of Voting Members. The Board shall not exercise any option hereinabove set forth to purchase any ownership interest or interest therein unless it shall have been authorized to do so by the affirmative vote of unit owners entitled to exercise not less than seventy-five per cent (75%) of the voting power and whose units are not the subject matter of such option. The Board may bid and purchase at any sale of an ownership interest or interest therein which is held pursuant to any order or direction of a court upon the prior authorization of the unit owners as aforesaid which authorization shall set forth a maximum price which the Board is authorized to bid and pay for said ownership interest or interest therein.

136796 745

(7) Release, Waiver, and Exceptions to Option. Not less than three-fourths (3/4) of the members of the Board may, at a meeting or in writing, waive or release any of the options contained in this Article XIII and in such event the ownership interest or interest therein which is subject to an option set forth in this Article XIII may be sold, conveyed, leased, given, devised or passed as contemplated in that instance without the requirements of the other paragraphs of this Article having been met. In addition, none of the options contained in this Article XIII shall be applicable to any sales, leases, or subleases of any ownership interest with respect to which the Corporation is the grantor, lessor or sublessor, respectively.

(8) Evidence of Termination of Option. A certificate executed and acknowledged by the chief officer or secretary of the Association stating that the provisions of this Article XIII as hereinabove set forth have been met by a unit owner, or duly waived or released by the Board, and that the rights of the Board hereunder have terminated, shall be conclusive upon the Board and the unit owners in favor of all persons who rely thereon in good faith, and such certificate shall be furnished upon request by the Association to any person or persons who have in fact complied with the provisions of this Article or with respect to whom the provisions of this Article have been waived or released, upon payment of a reasonable charge, not to exceed Ten Dollars (\$10.00) in any instance.

(9) Financing of Purchase Under Option.

(a) Acquisition of any ownership interest or interest therein under the provisions of this Article shall be made from the reserve for contingencies and replacements for the account of consenting unit owners. If said reserve is insufficient, the Association shall levy a special assessment against each consenting unit owner in the proportion which

Oct. 21, 1974

Oct. 21, 1974

13579c 740

his percentage of interest in the common areas and facilities bears to the percentage of interest in the common areas and facilities of all consenting unit owners, which assessment shall become a lien and be enforceable as a lien for common expenses.

(b) The Board, in its discretion, may borrow money to finance the acquisition of any ownership interest or interest therein authorized by this Article; provided, however, that no financing may be secured by any lien or encumbrance on any portion of the condominium property other than the ownership interest or interest therein to be acquired.

(10) Title to Acquired Interests. Ownership interests or interests therein acquired pursuant to the terms of this Article shall be held of record in the name of the president or other chief officer of the Association as trustee for all consenting unit owners or in the name of the Association. Such holding shall be for the benefit of all the unit owners consenting to and participating in such acquisition. Said ownership interests or interests therein shall be sold or leased by the Board for the benefit of such unit owners. All net proceeds of any such sale or leasing shall be deposited in the reserve fund and may thereafter be disbursed or credited at such time and in such manner as the Board may determine for the account of such consenting unit owners.

ARTICLE XIV

PURCHASE OF UNIT OF DISSENTING OWNER

UPON REHABILITATION

In the event that the Association decides to have the condominium property renewed and rehabilitated as provided in Chapter 5311, any unit owner who does not vote for such renewal and rehabilitation may elect to receive the fair market value of his ownership interest, less the amount of any liens and encumbrances thereon to be assumed, in accordance with the provisions of Article XVII hereof.

ARTICLE XV

SALE OF CONDOMINIUM PROPERTY

136737 747  
The unit owners, by the affirmative vote of those entitled to exercise not less than Eighty-five Per Cent (85%) of the voting power, may elect to sell the condominium property as an entirety. Any such election shall be binding upon all unit owners and all unit owners shall thereupon execute and deliver all such instruments and perform all such acts as may be necessary to effect such sale, provided, however, that any unit owner who does not vote for such sale may elect to receive the fair market value of his ownership interest, less the amount of any liens and encumbrances thereon in accordance with the provisions of Article XVII hereof.

ARTICLE XVI

REMOVAL OF PROPERTY FROM  
PROVISIONS OF CHAPTER 5311

Anything in Chapter 5311 to the contrary notwithstanding, the unit owners, by the affirmative vote of those entitled to exercise not less than Eighty-five Per Cent (85%) of the voting power, may elect to remove the condominium property from the provisions of Chapter 5311. Any unit owner who does not vote for such removal may elect to receive the fair market value of his ownership interest, less the amount of any liens and encumbrances thereon, in accordance with the provisions of Article XVII hereof.

ARTICLE XVII

PROCEEDINGS CONCERNING DISSENTING OWNERS

Any unit owner who is entitled to notice of a meeting called to act upon any of the matters mentioned in Article XIV, XV and XVI hereof and who does not vote in favor of any such matter which in accordance with said Articles is approved, shall be entitled, upon complying with the provisions of this Article, to receive the fair market value of his ownership interest as of the date such favorable vote is taken, less the amount of any liens and encumbrances thereon. Such unit owner, in order to become entitled

1.11  
9847201  
Oct. 21, 1974

136797 743

to such receipt, shall serve a written demand therefor upon the president or other chief officer of the Association within five (5) days after receiving notice of such vote. The unit owner shall specify in said demand his name and address, the unit of which he is the owner and with respect to which such demand is made, the amount claimed by him as constituting such value, and the amount of such liens and encumbrances thereon. If the Board is unwilling to pay the amount so demanded, the Board may, on behalf of the Association, within ten (10) days after the service of such written demand, so notify the unit owner and make a counter offer of a different amount as the fair market value of the ownership interest as to which demand has been made in compliance herewith. The fair market value of the ownership interest involved in the demand by the unit owner shall be deemed to be the amount demanded by him if he has complied with the provisions of this Article, or if the Association as aforesaid has made a counter offer of a different amount, then the amount specified in such counter offer, unless either

(a) The Board and the unit owner at any time within twenty (20) days after the service of such demand agree upon a different amount or

(b) Either the unit owner or the Association, within said twenty- (20) day period (but not thereafter) serves a written notice on the other that he or it desires that the determination of the fair market value of such unit shall be made by a board of appraisers, in which case, such determination shall be made by the majority vote of a board of three (3) appraisers, one of whom shall be appointed by the Board and the other of whom shall be appointed by the unit owner, each such appointment to be made within five (5) days after the receipt by the other party of the aforesaid notice, and the third of whom shall be appointed by the first two appraisers within five (5) days after the last of their respective appointments.

136794 749

The fair market value, determined as above provided, of such ownership interest less the amount of any liens and encumbrances thereon as above provided shall be paid to the unit owner in return for a conveyance of his ownership interest, subject to any liens and encumbrances thereon, to the president or chief officer of the Association as trustee for all other unit owners. Such conveyance and payment of the consideration therefor, which shall be a common expense to the unit owners who have not elected to receive the fair market value of their units, shall be made within ten (10) days after the service of the aforesaid written demand by the unit owner unless the Association has made a counter offer as above provided, in which event such conveyance and payment shall be made within ten (10) days after the fair market value of the ownership interest has been agreed upon or determined by said board of appraisers, as the case may be.

ARTICLE XVIII  
INSURANCE

(1) Fire and Extended Coverage Insurance.

(a) The Board shall from time to time obtain for the benefit of all unit owners insurance on the buildings and all other structures and improvements constituting a part of the condominium property and on the permanent additions and improvements located within the bounds of each unit against loss or damage by fire, lightning, such perils as are comprehended within the term "extended coverage," vandalism and malicious mischief in an amount not less than the full replacement value thereof. Such insurance shall be written in the name of, and the proceeds thereof shall be payable to, the Association as trustee for the unit owners and their respective mortgagees, as their interests may appear, and

182489  
Oct. 21

11-1

COH201

Oct. 21, 1974

126794 750

provision shall be made for the issuance, upon request, of certificates of such insurance to the unit owners and their respective mortgagees. The coverage afforded by such insurance shall be reviewed by the Board not less frequently than once each year to determine if the amounts payable thereunder and the coverage thereof comply with the requirements of this subparagraph (a). Each unit owner shall promptly advise the Board or the managing agent, if any, of the nature and value of any permanent additions or improvements contemplated to be made with respect to his unit. Such insurance shall also provide for the waiver by the insurer of any and all rights of subrogation or assignment and all causes and rights of recovery against the unit owners, and their respective families, tenants, guests and servants, and each of them, the Association, the Board, any managing agent and all persons lawfully in possession or control of any part of the condominium property, for recovery against them or any of them for any loss occurring to the insured property resulting from any of the perils insured against under such insurance policy.

(b) Any unit owner may obtain individual contents or chattel property insurance, but no unit owner may procure any individual policies of insurance insuring against any loss or damage covered by any of the insurance procured by the Board in accordance with subparagraph (a) of this paragraph (1). All policies of insurance purchased by unit owners shall



(2) Public Liability Insurance. The Board shall insure itself, the Association, any managing agent, the unit owners and their respective families, tenants, guests and servants and all persons lawfully in possession or control of any part of the condominium property, against liability for bodily injury, disease, illness or death and for injury to or destruction of property occurring upon, in or about, or arising from or relating to the common areas and facilities, such insurance to afford protection to a limit of not less than One Million Dollars (\$1,000,000) in respect to bodily injury, disease, illness or death suffered by any one person, and to the limit of not less than One Million Dollars (\$1,000,000) in respect to any one occurrence, and to the limit of not less than Five Hundred Thousand Dollars (\$500,000) in respect to damage to or destruction of property arising out of any one accident. Such insurance shall not insure against liability for personal injury or property damage arising out of or relating to the individual units.

(3) Board as Agent. The Board shall be the exclusive agent for each of the unit owners and for each holder of a mortgage or other lien upon any unit, to adjust all claims arising under insurance policies procured by the Board and to execute and deliver releases upon the payment of claims.

#### ARTICLE XIX

##### GENERAL PROVISIONS

(1) Copies of Notices to Mortgage Lenders. Upon written

RB5701

Oct. 21, 1974

va 13675: 752

(2) Services of Notices on the Board. Notices required to be given to the Board or the Association may be delivered to any two (2) members of the Board or to the chief officer of the Association, either personally or by certified mail, with postage prepaid, addressed to such members or officer at his unit.

(3) Service of Notices on devisees and Personal Representatives. Notices required to be given any devisee, heir, or personal representative of a deceased unit owner may be delivered either personally or by certified mail, with postage prepaid, to such party at his or its address appearing in the records of the court wherein the estate of such deceased unit owner is being administered.

(4) Compliance with Covenants. All unit owners and occupants shall comply with all covenants, conditions and restrictions set forth in any deed to which they are subject, or in the Declaration, Bylaws or 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 or restrictions by means of legal action brought (including but not limited to actions to enforce collection of assessments) or defended by the Association before a court or administrative agency against unit owner(s) or occupant(s) who

(a) Fail or refuse so to comply with any or all of said covenants, conditions, and restrictions;

(b) After written notice of such noncompliance setting forth the remedy thereof, continue to fail or refuse so to comply therewith; and

WI 136781 7:3

(c) Are found by such Court or administrative agency to be in noncompliance therewith, willfully and without reasonable justification;

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 reasonable 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.

(5) Non-Waiver of Covenants. No covenants, conditions or restrictions, obligations, or provisions contained in this Declaration, the Bylaws or the rules shall be deemed to have been abrogated or waived by reason of any failure to enforce the same, irrespective of the number of violations or breaches which may occur.

17:13

the insurance effected by the Board on behalf of the unit owners and occupants against liability for personal injury or property damage arising from or relating to the common areas and facilities shall, for any reason, not fully cover any such liability, the amount of any deficit shall be a common expense to the unit owners, and any unit owner who shall have paid all or any portion of such deficiency in an amount exceeding his proportionate share thereof based on his percentage of interest in the common areas and facilities shall have a right of contribution from the other unit owners according to their respective percentages of interest in the common areas and facilities.

(7) Headings. The heading to each Article and to each paragraph hereof is inserted only as a matter of convenience and for reference and in no way defines, limits or describes the scope or intent of this Declaration nor in any way affects this Declaration.

(8) Severability. The invalidity of any covenant, restriction, condition, limitation or any other provision of this Declaration, or of any part of the same, shall not impair or affect in any manner the validity, enforceability or effect of any other provision of this Declaration.

(9) 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) any rule against perpetuities or any analogous provision, (b) any rule restricting restraints on alienation, or (c) any other statutory or common law rules imposing time limitations, then

Vol 136794 755

such provision shall continue in effect for only twenty-one (21) years after the death of the last survivor of the now living descendants of Gerald R. Ford, President of the United States, and John J. Gilligan, Governor of the State of Ohio.

(10) Covenants to Run with Land. All easements, rights, covenants, conditions and restrictions set forth in this Declaration are appurtenances, running with the land, perpetually in full force and effect, and at all times shall inure to the benefit of and be binding on the Corporation, its successors and assigns, and any unit owner, occupant, purchaser, lessee, mortgagee and other person having an interest in the condominium property or any portion thereof.

(11) Interpretation of Declaration. The provisions of this Declaration shall be liberally construed to effectuate its purpose of creating a uniform plan for the development and operation of a high quality condominium development.

ARTICLE XX

AMENDMENTS TO DECLARATION AND ACTION WITHOUT MEETING

(1) Amendments by Unit Owners. The provisions of Articles VI, VII, Paragraph (6) of Article XIII, and this Article XX of this Declaration may be amended by the affirmative vote of all unit owners at a meeting held for such purpose. All other provisions of this Declaration may be amended by the unit owners 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. No amendment of this Declaration shall conflict with the provisions of Chapter 5311. Upon the adoption of any

amendment, a certificate containing a copy of the resolution adopting the amendment and a statement of the manner of its adoption shall be filed with the recorder of the county in which the condominium property is situated and thereupon this Declaration shall be amended accordingly. Such certificate shall be signed by the president or other chief officer and the secretary or an assistant secretary of the Association.

(2) Action Without Meeting. Any action which may be authorized or taken at a meeting of the unit owners or of the Board, 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 unit owners or all of the members of the Board respectively, which writing or writings shall be filed with or entered upon the records of the Association.

#### ARTICLE XXI

##### ADDITIONAL PROPERTY OF THE CORPORATION.

(1) Description. The Corporation is the owner in fee simple of the following-described property (The Additional Property") which adjoins the condominium property:

##### PARCEL B

Situated in the City of Strongsville, County of Cuyahoga, State of Ohio, and known as being part of Original Strongsville Township Lot No. 47 and also being a portion of Block "D" of Iedgewood Subdivision No. 5 as recorded in Volume 205, Page 65 of the Cuyahoga County Records and also a portion of an area known as "The Cliffs" as recorded in Volume 214, Page 24 of the Cuyahoga County Records and bounded and described as follows:

Beginning at the point of intersection of the centerlines of Pallingwater Road (70 feet wide) and Hillcliff Circle (60 feet wide),

Vol 13675 757

Thence North 85° 50' 01" East along the centerline of Fallingwater Road a distance of 245.00 feet to a point,

Thence South 04° 09' 59" East a distance of 35.00 feet to a point on the Southerly right-of-way line of Fallingwater Road and the principal place of beginning,

Thence South 04° 09' 59" East along the Easterly line of Park Area "L" of Ledgewood Subdivision No. 5 as recorded in Volume 205, Page 65 of the Cuyahoga County Records a distance of 153.45 feet to a point,

Thence North 85° 50' 01" East a distance of 115.00 feet to a point on the Westerly right-of-way line of Trailside Place (40 feet wide),

Thence North 04° 09' 59" West a distance of 12.81 feet to a point of curvature,

Thence along the arc of a curve deflecting to the right and having a radius of 220.00 feet, an arc of 107.33 feet and a chord of 106.27 feet which bears North 09° 48' 36" East to a point of curvature,

Thence along the arc of a curve deflecting to the left and having a radius of 80.00 feet, an arc of 39.03 feet and chord of 38.64 feet which bears North 09° 48' 36" East to a point on the Southerly right-of-way line of Fallingwater Road.

Thence South 85° 50' 01" West a distance of 150.00 feet to a point and the principal place of beginning be the same more or less but subject to all legal highways.

PARCEL C

Situated in the City of Strongsville, County of Cuyahoga, State of Ohio and known as being part of Original Strongsville Township Lot No. 47 and also being a portion of Block "D" of Ledgewood Subdivision No. 5 as recorded in Volume 205, Page 65 of the Cuyahoga County Records and also a portion of area known as "The Cliffs," as recorded in Volume 214, Page 24 of the Cuyahoga County Records and bounded and described as follows:

Beginning at the point of intersection of the centerlines of Fallingwater Road (70 feet wide) and Hillcliff Circle (60 feet wide),

Thence North 85° 50' 01" East along the centerline of Fallingwater Road a distance of 533.20 feet to a point,

Thence South  $04^{\circ} 09' 59''$  East a distance of 35.00 feet to a point on the Southerly right-of-way line of Pallingwater Road the principal place of beginning.

Thence South  $04^{\circ} 09' 59''$  East a distance of 67.00 feet to a point,

Thence North  $85^{\circ} 50' 01''$  East a distance of 20.00 feet to a point of curvature,

Thence along the arc of curve deflecting to the left having a radius of 390.00 feet, an arc of 118.89 feet and a chord of 118.41 feet which bears South  $13^{\circ} 07' 46''$  East to a point of curvature,

Thence along the arc of curve deflecting to the left having a radius of 20.00 feet, an arc of 17.37 feet and a chord of 19.56 feet which bears South  $49^{\circ} 44' 17''$  East to a point of curvature,

Thence along the arc of curve deflecting to the right having a radius of 147.00 feet, an arc of 70.03 feet and a chord of 69.31 feet which bears South  $63^{\circ} 03' 10''$  East to a point,

Thence South  $41^{\circ} 16' 41''$  West a distance of 40.00 feet to a point,

Thence South  $46^{\circ} 43' 19''$  East a distance of 164.52 feet to a point of curvature,

Thence along the arc of curve deflecting to the right having a radius of 95.00 feet, an arc of 95.75 feet and a chord of 91.75 feet which bears South  $19^{\circ} 52' 49''$  East to a point,

Thence South  $09^{\circ} 01' 41''$  West a distance of 66.50 feet to a point,

Thence South  $80^{\circ} 58' 19''$  East a distance of 20.00 feet to a point,

Thence South  $09^{\circ} 01' 41''$  West a distance of 33.70 feet to a point,

Thence North  $87^{\circ} 00' 03''$  East a distance of 261.46 feet to a point on the Southerly right-of-way line of Pallingwater Road,

Thence North  $27^{\circ} 20' 01''$  East along the Southerly right-of-way line of Pallingwater a distance of 100.00 feet to a point of curvature,

Thence along the Southerly right-of-way of Pallingwater Road along arc of curve deflecting to the left having a radius of 129.90 feet, an arc of 172.4 feet and a chord of 160.05 feet which bears North  $10^{\circ} 41' 39''$  West to a point,



Vol 1367 759

Thence North 48° 43' 19" West along the Southerly right-of-way of Fallingwater Road, a distance of 384.31 feet to a point of curvature,

Thence along the Southerly right-of-way line of Fallingwater Road along the arc of curve deflecting to the left having a radius of 180.00 feet, an arc of 142.77 feet and a chord of 177.06 feet which bears North 71° 26' 39" West to a point,

Thence South 85° 50' 01" West along the Southerly right-of-way line of Fallingwater Road a distance of 17.60 feet to a point and the principal place of beginning be the same more or less but subject to all legal highways.

PARCEL D

Situated in the City of Strongsville, County of Cuyahoga, State of Ohio and known as being part of Original Strongsville Township Lot No. 47 and also being a portion of Block "D" of Ledgewood Subdivision No. 5 as recorded in Volume 205, Page 63 of the Cuyahoga County Records and also a portion of area known as "The Cliffs," as recorded in Volume 214, Page 24 of the Cuyahoga County Records and bounded and described as follows:

Beginning at the point of intersection of the centerlines of Fallingwater Road (70 feet wide) and Hillcliff Circle (60 feet wide),

Thence North 85° 50' 01" East along the centerline of Fallingwater Road a distance of 550.23 feet to a point of curvature,

Thence continuing along the centerline of Fallingwater Road along the arc of curve deflecting to the right having a radius of 215.00 feet, an arc of 170.53 feet and a chord of 166.09 feet which bears South 71° 26' 39" East to a point,

Thence South 48° 43' 19" East along the centerline of Fallingwater Road a distance of 384.31 feet to a point of curvature,

Thence continuing along the centerline of Fallingwater Road along the arc of curve deflecting to the right having a radius of 164.90 feet, an arc of 218.89 feet and a chord of 203.17 feet which bears South 10° 41' 39" East to a point,

Thence South 27° 20' 01" West along the centerline of Fallingwater Road a distance of 100.00 feet to a point,

Thence North 62° 39' 59" West a distance of 35.00 feet to a point on the Southerly right-of-way line of Fallingwater Road and the principal place of beginning.

782489  
1.1  
Oct. 21, 1974

135754 780

Thence South 87° 00' 03" West a distance of 161.46 foot to a point,

Thence North 09° 01' 41" East a distance of 33.70 foot to a point,

Thence North 20° 59' 19" West a distance of 20.00 foot to a point of curvature,

Thence along the arc of curve deflecting to the right having a radius of 20.00 feet, an arc of 28.00 foot and a chord of 25.77 feet which bears South 49° 08' 21" West to a point.

Thence South 09° 15' 01" West a distance of 130.83 foot to a point,

Thence North 84° 10' 51" West a distance of 10.15 feet to a point on the Easterly property line of Bonnie Park Subdivision No. 1 as recorded in Volume 170, Page 16 of the Cuyahoga County Records,

Thence South 85° 50' 01" West along the property line of Bonnie Park Subdivision No. 1 a distance of 20.00 feet to a point of curvature,

Thence continuing along the property line of Bonnie Park along the arc of curve deflecting to the right having a radius of 50.00 feet, an arc of 64.35 feet and a chord of 60.00 feet which bears South 04° 09' 59" East to a point,

Thence South 04° 09' 59" East along the Easterly property line of Bonnie Park Subdivision No. 1 a distance of 248.83 feet to a point on the Northerly property line of Frank K. Wick Inc. Village Estates Subdivision No. 1 as recorded in Volume 161, Page 2 of the Cuyahoga County Records,

Thence North 88° 01' 39" East along the Northerly property line of Village Estates Subdivision No. 1 a distance of 121.78 feet to a point,

Thence North 55° 09' 27" East along the Northerly property line of Park Area "K" of Ledgewood Subdivision No. 5 as recorded in Volume 205, Page 65 of Cuyahoga County Records a distance of 21.41 feet to a point of curvature,

Thence continuing along the Northerly property line of Park Area "K" along the arc of curve deflecting to the left having a radius of 95.00 feet, an arc of 93.68 foot and a chord of 89.93 feet which bears South 03° 04' 05" East to a point of curvature,

Thence continuing along the Northerly property line of Park Area "K" along the arc of curve deflecting to the left having a radius of 520.00 feet, an arc of 108.82

13579 761

feet and a chord of 106.62 feet which bears North 62° 41' 12" East to a point on the Southerly right-of-way line of Fallingwater Road,

Thence along the Southerly right-of-way line of Fallingwater Road along the arc of curve deflecting to the right having a radius of 277.80 feet, an arc of 243.53 feet and a chord of 235.81 feet which bears North 02° 13' 12" East to a point and the principal place of beginning be the same more or less but subject to all legal highways.

PARCEL E

Situated in the City of Strongsville, County of Cuyahoga, State of Ohio, and known as being part of Original Strongsville Township Lot No. 47 and also being a portion of Block "D" of Ledgewood Subdivision No. 5 as recorded in Volume 205, Page 65 of the Cuyahoga County Records and also a portion of area known as "The Cliffs," as recorded in Volume 214, Page 24 of the Cuyahoga County Records and bounded and described as follows:

Beginning at the point of intersection of the centerlines of Fallingwater Road (70 feet wide) and Hillcliff Circle (60 feet wide),

Thence North 85° 50' 01" East along the centerline of Fallingwater Road a distance of 245.00 feet to a point,

Thence South 04° 09' 59" East a distance of 35.00 feet to a point on the Southerly right-of-way line of Fallingwater Road,

Thence continuing South 04° 09' 59" East along the Easterly property line of Park Area "I." of Ledgewood Subdivision No. 5 as recorded in Volume 205, Page 65 of Cuyahoga County Records a distance of 336.95 feet to a point on the Northerly property line of Bonnie Park Subdivision No. 1 as recorded in Volume 170 Page 16 of the Cuyahoga County Records,

Thence North 85° 50' 32" East along the Northerly property line of Bonnie Park Subdivision No. 1 a distance of 112.00 feet to a point and the principal place of beginning,

Thence continuing North 85° 50' 32" East along the Northerly property line of Bonnie Park Subdivision No. 1 a distance of 222.67 feet to a point, the Northeast corner of aforesaid Subdivision,

Thence South 04° 09' 59" East along the Easterly property line of Bonnie Park Subdivision No. 1 a distance of 200.00 feet to a point,

Thence South 04° 10' 51" East a distance of 10.15 feet to a point,

Oct. 21, 1974

182489 1.11

11.1  
20470  
Oct. 21 1971  
VI 136797 762

Thence North  $89^{\circ}15'01''$  East a distance of 130.83 feet to a point of curvature,

Thence along the arc of curve deflecting to the left having a radius of 20.00 feet, an arc of 20.00 feet and a chord of 25.77 feet which bears North  $49^{\circ}08'21''$  East to a point,

Thence North  $09^{\circ}01'41''$  East a distance of 66.58 feet to a point of curvature,

Thence along the arc of curve deflecting to the left having a radius of 95.00 feet, an arc of 95.75 feet and a chord of 91.75 feet which bears North  $17^{\circ}52'49''$  West to a point,

Thence North  $48^{\circ}43'19''$  West a distance of 164.52 feet to a point of curvature,

Thence along the arc of curve deflecting to the left having a radius of 100.00 feet, an arc of 79.30 feet and a chord of 77.24 feet which bears North  $71^{\circ}26'24''$  West to a point,

Thence South  $85^{\circ}50'32''$  West a distance of 137.58 feet to a point of curvature,

Thence along the arc of curve deflecting to the left having a radius of 50.00 feet, an arc of 78.55 feet and a chord of 70.72 feet which bears South  $40^{\circ}50'16''$  West to a point,

Thence South  $04^{\circ}09'59''$  East a distance of 56.04 to a point and the principal place of beginning be the same more or less but subject to all legal highways.

(2) Development and Incorporation of Additional Property into Condominium. The Corporation contemplates eventual development of the Additional Property for approximately forty-two (42) single-family residence units, two (2) units on Parcel B, sixteen (16) units on Parcel C, and twelve (12) units each on Parcels D and E, of substantially the same types as the units in the condominium property, and the subjection of the Additional Property as so developed (or any portion thereof so developed) to the provisions of Chapter 5311 of the Ohio Revised Code, which the Corporation deems may be beneficial to The Cliffs Condominium.

Without limiting the right of the Corporation to develop the Additional Property in such manner as it deems appropriate, in

Vol 136794 763

the event the Additional Property (or any portion or portions thereof) is developed as presently contemplated and such development is substantially completed by December 31, 1978, the Corporation may incorporate the Additional Property (or portion or portions thereof) as so developed into The Cliffs Condominium by the filing from time to time of an Amendment to the Declaration and Amended Drawings reflecting such incorporation, such Amendment to provide for each unit (including the new units developed upon the Additional Property or portion or portions thereof) a percentage of interest in the common areas and facilities which shall be in the proportion which the fair value of each unit bears to the aggregate of the fair value of all the units in the condominium, as determined by the Corporation in good faith. If requested by the Corporation, each unit owner of a unit shall (and upon the filing for record of a deed to such unit does agree to) approve any such Amendment to the Declaration and in order to exercise such Amendment to the Declaration and in order to exercise such approval shall execute and deliver to the Corporation, concurrently with the filing of said deed for record, a limited power of attorney in recordable form irrevocably appointing the Corporation as the unit owner's true and lawful attorney in fact in the unit owner's name, place and stead to execute, acknowledge and file for record each and every amendment solely for the purpose of so incorporating the Additional Property (or any portion or portions thereof), and further shall execute or join in

*Att. [unclear]*

*[Handwritten marks]*

Oct. 21, 1978

782489

182489

Oct. 21, 1974

Vol 136734 76A

the execution of, acknowledge, deliver and record such other instruments (with dower rights released) as may be deemed by the Corporation necessary or appropriate to effectuate such incorporation. If requested by the Corporation, each mortgagee of a unit shall (and upon the filing for record of a mortgage to such unit does agree to) approve, consent to or join in the execution of any such Amendment to the Declaration and to execute, consent to the execution of, or join in the execution of, acknowledge, deliver and record such instruments as may be deemed by the Corporation necessary or appropriate to effectuate such incorporation.

IN WITNESS WHEREOF, BOB SCHMITT HOMES, INC., has executed this instrument by the undersigned officers, pursuant to authorization of its Board of Directors, on the date first above written.

Signed in the presence of: BOB SCHMITT HOMES, INC.

*[Signature]*  
 \_\_\_\_\_  
 James P. Kratochwill

*[Signature]*  
 \_\_\_\_\_  
 Robert F. Schmitt, President

STATE OF OHIO )  
 ) SS.  
 CUYAHOGA COUNTY )

Before me, a Notary Public in and for said County and State, personally appeared the above-named BOB SCHMITT HOMES, INC., by Robert F. Schmitt, its President, who acknowledged that he did sign the foregoing instrument, and that the same is the free act and deed of said Corporation, and his free act and deed personally and as such officer.

IN TESTIMONY WHEREOF, I have hereunto set my hand and official seal at Strongsville, Ohio, this 13th day of October, 19 74.

*[Signature]*  
 \_\_\_\_\_

This instrument prepared by:  
 Ford, Howland, Whitney & Heagy  
 1500 Williamson Building  
 Cleveland, Ohio 44114  
 696-3444

JAMES P. KRATOCHWILL, Notary Public  
 My commission expires on 11/1/77  
 Section 117, 118, 119, 120, 121, 122, 123, 124, 125, 126, 127, 128, 129, 130, 131, 132, 133, 134, 135, 136, 137, 138, 139, 140, 141, 142, 143, 144, 145, 146, 147, 148, 149, 150, 151, 152, 153, 154, 155, 156, 157, 158, 159, 160, 161, 162, 163, 164, 165, 166, 167, 168, 169, 170, 171, 172, 173, 174, 175, 176, 177, 178, 179, 180, 181, 182, 183, 184, 185, 186, 187, 188, 189, 190, 191, 192, 193, 194, 195, 196, 197, 198, 199, 200, 201, 202, 203, 204, 205, 206, 207, 208, 209, 210, 211, 212, 213, 214, 215, 216, 217, 218, 219, 220, 221, 222, 223, 224, 225, 226, 227, 228, 229, 230, 231, 232, 233, 234, 235, 236, 237, 238, 239, 240, 241, 242, 243, 244, 245, 246, 247, 248, 249, 250, 251, 252, 253, 254, 255, 256, 257, 258, 259, 260, 261, 262, 263, 264, 265, 266, 267, 268, 269, 270, 271, 272, 273, 274, 275, 276, 277, 278, 279, 280, 281, 282, 283, 284, 285, 286, 287, 288, 289, 290, 291, 292, 293, 294, 295, 296, 297, 298, 299, 300, 301, 302, 303, 304, 305, 306, 307, 308, 309, 310, 311, 312, 313, 314, 315, 316, 317, 318, 319, 320, 321, 322, 323, 324, 325, 326, 327, 328, 329, 330, 331, 332, 333, 334, 335, 336, 337, 338, 339, 340, 341, 342, 343, 344, 345, 346, 347, 348, 349, 350, 351, 352, 353, 354, 355, 356, 357, 358, 359, 360, 361, 362, 363, 364, 365, 366, 367, 368, 369, 370, 371, 372, 373, 374, 375, 376, 377, 378, 379, 380, 381, 382, 383, 384, 385, 386, 387, 388, 389, 390, 391, 392, 393, 394, 395, 396, 397, 398, 399, 400, 401, 402, 403, 404, 405, 406, 407, 408, 409, 410, 411, 412, 413, 414, 415, 416, 417, 418, 419, 420, 421, 422, 423, 424, 425, 426, 427, 428, 429, 430, 431, 432, 433, 434, 435, 436, 437, 438, 439, 440, 441, 442, 443, 444, 445, 446, 447, 448, 449, 450, 451, 452, 453, 454, 455, 456, 457, 458, 459, 460, 461, 462, 463, 464, 465, 466, 467, 468, 469, 470, 471, 472, 473, 474, 475, 476, 477, 478, 479, 480, 481, 482, 483, 484, 485, 486, 487, 488, 489, 490, 491, 492, 493, 494, 495, 496, 497, 498, 499, 500, 501, 502, 503, 504, 505, 506, 507, 508, 509, 510, 511, 512, 513, 514, 515, 516, 517, 518, 519, 520, 521, 522, 523, 524, 525, 526, 527, 528, 529, 530, 531, 532, 533, 534, 535, 536, 537, 538, 539, 540, 541, 542, 543, 544, 545, 546, 547, 548, 549, 550, 551, 552, 553, 554, 555, 556, 557, 558, 559, 560, 561, 562, 563, 564, 565, 566, 567, 568, 569, 570, 571, 572, 573, 574, 575, 576, 577, 578, 579, 580, 581, 582, 583, 584, 585, 586, 587, 588, 589, 590, 591, 592, 593, 594, 595, 596, 597, 598, 599, 600, 601, 602, 603, 604, 605, 606, 607, 608, 609, 610, 611, 612, 613, 614, 615, 616, 617, 618, 619, 620, 621, 622, 623, 624, 625, 626, 627, 628, 629, 630, 631, 632, 633, 634, 635, 636, 637, 638, 639, 640, 641, 642, 643, 644, 645, 646, 647, 648, 649, 650, 651, 652, 653, 654, 655, 656, 657, 658, 659, 660, 661, 662, 663, 664, 665, 666, 667, 668, 669, 670, 671, 672, 673, 674, 675, 676, 677, 678, 679, 680, 681, 682, 683, 684, 685, 686, 687, 688, 689, 690, 691, 692, 693, 694, 695, 696, 697, 698, 699, 700, 701, 702, 703, 704, 705, 706, 707, 708, 709, 710, 711, 712, 713, 714, 715, 716, 717, 718, 719, 720, 721, 722, 723, 724, 725, 726, 727, 728, 729, 730, 731, 732, 733, 734, 735, 736, 737, 738, 739, 740, 741, 742, 743, 744, 745, 746, 747, 748, 749, 750, 751, 752, 753, 754, 755, 756, 757, 758, 759, 760, 761, 762, 763, 764, 765, 766, 767, 768, 769, 770, 771, 772, 773, 774, 775, 776, 777, 778, 779, 780, 781, 782, 783, 784, 785, 786, 787, 788, 789, 790, 791, 792, 793, 794, 795, 796, 797, 798, 799, 800, 801, 802, 803, 804, 805, 806, 807, 808, 809, 810, 811, 812, 813, 814, 815, 816, 817, 818, 819, 820, 821, 822, 823, 824, 825, 826, 827, 828, 829, 830, 831, 832, 833, 834, 835, 836, 837, 838, 839, 840, 841, 842, 843, 844, 845, 846, 847, 848, 849, 850, 851, 852, 853, 854, 855, 856, 857, 858, 859, 860, 861, 862, 863, 864, 865, 866, 867, 868, 869, 870, 871, 872, 873, 874, 875, 876, 877, 878, 879, 880, 881, 882, 883, 884, 885, 886, 887, 888, 889, 890, 891, 892, 893, 894, 895, 896, 897, 898, 899, 900, 901, 902, 903, 904, 905, 906, 907, 908, 909, 910, 911, 912, 913, 914, 915, 916, 917, 918, 919, 920, 921, 922, 923, 924, 925, 926, 927, 928, 929, 930, 931, 932, 933, 934, 935, 936, 937, 938, 939, 940, 941, 942, 943, 944, 945, 946, 947, 948, 949, 950, 951, 952, 953, 954, 955, 956, 957, 958, 959, 960, 961, 962, 963, 964, 965, 966, 967, 968, 969, 970, 971, 972, 973, 974, 975, 976, 977, 978, 979, 980, 981, 982, 983, 984, 985, 986, 987, 988, 989, 990, 991, 992, 993, 994, 995, 996, 997, 998, 999, 1000

Vol 13679: 785

CONSENT OF MORTGAGEE

The undersigned, CARDINAL FEDERAL SAVINGS & LOAN ASSOCIATION the holder of a certain mortgage deed to the premises from Bob Schmitt Homes, Inc. successor to Woodlawn Estates, Inc., dated February 2, 1974, and recorded in Volume 1314, Page 52 of Cuyahoga County Mortgage Records, hereby consents to the execution and delivery of the foregoing Declaration of Condominium Ownership with exhibits thereto and to the filing thereof in the office of the County Recorder of Cuyahoga County, Ohio, and further subjects the above-described mortgage to the provisions of Chapter 5311, Ohio Revised Code, and to the provisions of the foregoing Declaration of Condominium Ownership with attached exhibits.

IN WITNESS WHEREOF, Cardinal Federal Savings & Loan Association, by its duly authorized officers, has caused the execution of the aforesaid Consent this 16th day of October 1974.

Signed in the presence of:

CARDINAL FEDERAL SAVINGS & LOAN ASSOCIATION

[Signature]  
\_\_\_\_\_  
\_\_\_\_\_

By [Signature]  
Raymond J. Bellner, Sr. Vice Pres.  
And [Signature]  
Jeanne L. Reinhard, Ass't. Secy.

STATE OF OHIO )  
                  ) SS.  
CUYAHOGA COUNTY )

Before me, a Notary Public in and for said County and State, personally appeared the above-named CARDINAL FEDERAL SAVINGS & LOAN ASSOCIATION, by Raymond J. Bellner its Senior Vice President, and Jeanne L. Reinhard its Assistant Secretary, who acknowledged that they did sign the foregoing instrument, and that the same is the free act and deed of said Corporation and their free act and deed personally and as such officers.

IN TESTIMONY WHEREOF, I have hereunto set my hand and official seal at Cleveland, Ohio, this 16th day of October, 1974.

[Signature]  
\_\_\_\_\_  
Notary Public  
JOHN J. CAMPBELL  
Notary Public for Cuyahoga County  
My Commission Expires Nov. 23, 1978



782489  
1.11  
Oct. 21, 1974