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SPADE ROCKLEDGE TERRACE CONDOMINIUM  
BROADVIEW HEIGHTS, OHIO

Vol 14275: 173

DECLARATION OF CONDOMINIUM OWNERSHIP

This will certify that copies of this Declaration, together with Drawings and Bylaws attached as Exhibits thereto, have been filed in the Office of the County Auditor, Cuyahoga County, Ohio.

Date:

*August 3, 1976*

George V. Voinovich  
County Auditor

By:

*Beatrice Whitmore*  
Deputy

THIS INSTRUMENT PREPARED BY:

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RECORDER NOTE:

FOR MAPS ACCOMPANYING THIS DECLARATION AND  
BY-LAWS SEE VOL. 26 PAGES 1 TO 10  
INCLUSIVE OF CONDOMINIUM MAP RECORDS.

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## DECLARATION OF CONDOMINIUM OWNERSHIP

FOR

## SPADE ROCKLEDGE TERRACE CONDOMINIUM

WHEREAS, SPADE ROCKLEDGE TERRACE CONDOMINIUM DEVELOPMENT CORPORATION, hereinafter referred to as "Grantor," is the owner in fee simple of Phase No. 1 (hereinafter described in Exhibit "A" attached hereto and made a part hereof); and

WHEREAS, it is the desire of Grantor to submit said Phase No. 1 together with the improvements thereon constructed and hereinafter described, to the provisions of Chapter 5311 of the Ohio Revised Code, for condominium ownership; and

WHEREAS, Grantor proposes in successive phases to submit to Condominium Ownership and to provide for the submission to the provisions of said Chapter 5311 of the Ohio Revised Code Phase No. 2, Phase No. 3 and Phase No. 4; which phases and Recreation Area are parcels of land contiguous to each other and to Phase No. 1;

NOW, THEREFORE, GRANTOR HEREBY DECLARES:

1. Definitions. The terms defined in this Section 1, (except as herein otherwise expressly provided or unless the context otherwise requires) for all purposes of this Declaration and of any amendments hereto shall have the respective meanings specified in this Section.

(a) "Association" means the Spade Rockledge Terrace Condominium Unit Owners Association which is a unit owners association as defined in Section 5311.01(J) of the Ohio Revised Code.

(b) "Board" means the Board of Managers of the Association as the same may be constituted from time to time.

(c) "Buildings" means Phase No. 1 Buildings; provided, however, when Phases Nos. 2, 3, and 4 have been added to the Condominium Property pursuant to the provisions of Section 15 hereof; the term "Buildings" shall also include Phases Nos. 2, 3 and 4.

(d) "Bylaws" means the Bylaws of the Association attached hereto as Exhibit "E" and made a part hereof.

(e) "Chapter 5311" means Chapter 5311 of the Ohio Revised Code, as the same may be amended or supplemented from time to time.

(f) "Common Areas and Facilities" means all parts of the Condominium Property except the Units; including, without limitation, all foundations, exterior



and supporting walls and roofs of the Buildings, all structural and component parts of all interior walls, doors, floors and ceilings of the Buildings, all walkways, roadways, driveways and parking spaces and all lawns, landscaping and gardens now or hereafter situated in the Condominium Property, including any repairs and replacement thereof.

(g) "Common Expenses" means those expenses designated as Common Expenses in both Chapter 5311 and this Declaration or Bylaws, including, without limitation, the following:

(i) all sums lawfully assessed against the Unit Owners by the Association;

(ii) expenses of the Association incurred in the administration, maintenance, repair and replacement of the Common Areas and Facilities; and

(iii) expenses determined from time to time to be Common. Expenses by the Association.

(h) "Condominium Property" means Phase No. 1, Phase No. 1 Buildings, and all other improvements thereon, all easements, rights, and appurtenances belonging thereto and all articles of personal property existing thereon for the common use of the Unit Owners; provided, however, when Phases Nos. 2, 3 and 4 have been added to the Condominium Property pursuant to the provisions of Section 15 hereof, the term "Condominium Property" shall also include Phases Nos. 2, 3 and 4 and all other improvements thereon, all easements, rights and appurtenances belonging thereto, and all articles of personal property existing thereon for the common use of the Unit Owners.

(i) "Declaration" means this instrument and all of the Exhibits hereto, as originally executed, or, if amended as herein provided, as so amended.

(j) "Drawings" means the drawings prepared and certified by: The Henry G. Reitz Engineering Co., Paul T. Saylor, Jr., Registered Professional Engineer, 21879, A. Yamane and S. Kaczmar, Registered Architects, Nos. 3214 and 4988 respectively, in accordance with Section 5311.07 of the Ohio Revised Code, relating to the Condominium Property (which Drawings are identified as Exhibit "F" and attached to this Declaration) or, when amended pursuant to the provisions of Section 15 hereof, as so amended.

(k) "Exclusive Use Areas" means those parts of the Common Areas and Facilities, reserved for use of a certain Unit or Units to the exclusion of other Units and more specifically described in Section 6, Paragraph E hereof.

(l) "Limited Common Areas and Facilities" means those parts of the Common Areas and Facilities

reserved for the use of a certain Unit to the exclusion of all other Units and more specifically described in Section 6, Paragraph D hereof.

(m) "Occupant" means the person or persons, natural or artificial, other than the Unit Owner, in possession of a Unit.

(n) "Ownership Interest" means a Unit and the undivided interest in the Common Areas and Facilities appertaining thereto.

(o) "Phase No. 1" means the land described in Exhibit "A" hereof.

(p) "Phase No. 1 Buildings" means the structures and other facilities constructed on Phase No. 1.

(q) "Phase No. 2 Buildings" means the structures and other facilities constructed on Phase No. 2.

(r) "Phase No. 3 Buildings" means the structures and other facilities constructed on Phase No. 3.

(s) "Phase No. 4 Buildings" means the structures and other facilities constructed on Phase No. 4.

(t) "Rules" means such rules and regulations governing the operation and use of the Condominium Property or any portion thereof as may be adopted by the Association or the Board from time to time.

(u) "Unit" means that part of the Condominium Property described in Section 5 hereof.

(v) "Unit Owner" means any person or persons natural or artificial, owning the fee simple estate in a Unit.

2. Establishment of Condominium and Division of Condominium Property. Grantor is the owner of Phase No. 1 which is hereby submitted to the provisions of Chapter 5311.

3. Name. The Condominium Property shall be known as Spade Rockledge Terrace Condominiums.

4. General Description of Condominium Property. Until amended as provided in Section 15 hereof, the Condominium Property consists of Phase No. 1 and the Phase No. 1 buildings and other improvements located thereon, including, without limitation, four residential structures, each containing four individual condominium units. The first structure contains condominium Unit No. 101, which unit is attached by common walls to Unit No. 102, which unit is attached by common walls to Unit No. 103, which unit is then

attached by common walls to Unit No. 104; the second structure contains Unit No. 105, which unit is attached by common walls to Unit 106, which unit is attached by common walls to Unit 107, which unit is attached by common walls to Unit 108; the third structure contains Unit 143, which unit is common walls to Unit 144, which unit is attached by common walls to Unit 145, which unit is attached by common walls to Unit 146; and the fourth structure contains Unit 147, which unit is attached by common walls to Unit 148, which unit is attached by common walls by Unit 149, which unit is attached by common walls to Unit 150. Units 101, 104, 105 and 108 are of the B-2 style; Units 102, 103, 106 and 107 are of the B-1 style; Units 143, 146, 147 and 150 are of the A-2 style; and Units 144, 145, 148 and 149 are of the A-1 style. All of the individual condominium units, whether those units be of the A or B style, contain a living room, dining room, kitchen, bath, two bedrooms a den and an attached garage. Each main residential structure is constructed of wood with some face brick;

together with all easements, rights and appurtenances belonging thereto, and all articles of personal property existing thereon for the common use of the Unit Owners.

The location, lay-out, dimensions and number of rooms of the units and garages, and the Common Areas and Facilities are shown graphically on the Drawings.

5. Description of Units. Each Unit shall constitute a single freehold estate and shall consist of all of the space bounded by the undecorated interior surfaces (whether plaster, dry wall, wood, concrete or other materials of the perimeter walls, windows and doors, floors, the basement floor (if any) and the roof of such Unit, projected, if necessary, by reason of structural divisions such as interior walls, floors, ceilings, and other partitions, as may be necessary to form a complete enclosure of space with respect to such Unit (the exact lay-out and dimensions of each Unit being shown on the Drawings). The Unit shall also include the space represented by the portion of the garage assigned to such Unit on the Drawings by number corresponding to the Unit number, and bounded by the undecorated interior surfaces of the perimeter walls, roof, windows, floors and doors of each garage space and by the vertical projections of the interior dividing line of each garage space as shown on the Drawings. Each Unit shall include without limitation:

(a) the decorated surfaces, including paint, carpeting and any other material applied to interior and perimeter walls, windows, doors, floors and ceilings;

(b) all space occupied by any Common Areas and Facilities located within the bounds of a Unit (but excluding all Common Areas and Facilities located within the bounds of a Unit); and

(c) all built-in and installed fixtures and equipment located within the Unit for the exclu-

sive use of said Unit, commencing at the point of disconnection from the structural body of the building and from utility pipes, lines or systems serving the entire building, together with the space within all such fixtures and equipment and the space occupied by them.

#### 6. Common Areas and Facilities

A. Description. The Common Areas and Facilities shall consist of all parts of the Condominium Property except the Units.

B. Ownership of Common Areas and Facilities. The Common Areas and Facilities comprise, in the aggregate, a single freehold estate and 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 Section 5311.14 of the Ohio Revised Code, nor may any Unit Owner otherwise waive or release any rights in the Common Areas and Facilities; provided, however, that if any Unit be owned by two or more co-owners as tenants in common or as joint tenants nothing herein contained shall be deemed to prohibit a voluntary or judicial partition of such Unit ownership as between such co-owners.

Until amended as provided in Section 15 hereof, the percentage of interest in the Common Areas and Facilities of each Unit, as determined by Grantor in accordance with the provisions of Chapter 5311, shall be as set forth in Exhibit "D" attached hereto and made a part hereof.

The undivided percentage of interest of the Unit Owners in the Common Areas and Facilities and the fee title to the respective Units shall not be separated or separately conveyed, encumbered, inherited or divided, and each undivided interest, shall be deemed to be conveyed or encumbered with its respective Unit even though the description in the instrument or conveyance or encumbrance may refer only to the fee title to each Unit.

C. Use of Common Areas and Facilities. Each Unit Owner shall have the right to use the Common Areas and Facilities in accordance with the purposes for which they are intended and for all purposes incident to the use and occupancy of his Unit, and such rights shall be appurtenant to and run with his Unit; provided, however, that no person shall use the Common Areas and Facilities or any part thereof in such manner as to interfere with or restrict or impede the use thereof by others entitled to the use thereof or in any manner contrary to or not in accordance with (1) this Declaration, (2) the Bylaws, and (3) the Rules.

D. Use of Limited Common Areas and Facilities. Each Unit Owner is hereby granted an exclusive and irrevocable license to use and occupy the Limited Common Areas

and Facilities located within the bounds of his Unit or serve only his Unit. The Limited Common Areas and Facilities with respect to each Unit shall consist of:

- (1) all interior walls, doors, floors and ceilings located within the bounds of such Unit, excluding the structural and component part thereof;
- (2) all glass and screens within windows and doors within perimeter walls of such unit;
- (3) all ducts and plumbing, gas, water (subject to Section 8B(3) herein), electric, heating and air conditioning and other utility or service lines, pipes, wires, plugs and outlets located within the bounds of a Unit or which serve only such Unit;
- (4) patios and appurtenant improvements, balconies, front and back stoops, if any, which serve only such Unit; and
- (5) all other Common Areas and Facilities as may be located within the bounds of such Unit and which serve only such Unit.

E. Exclusive Use Areas. Each Unit Owner is hereby granted an exclusive but revocable license to use and enjoy such Exclusive Use Areas as the Association may allocate to such Owner; provided, however, that the Association may at any time and from time to time revoke such license and reassign the use of such areas in accordance with such Rules as it may establish from time to time. The Association may require that maintenance of any Exclusive Use Areas shall be the sole responsibility of the licensee.

## 7. Unit Owners Association

A. Membership. Grantor shall cause to be formed an unincorporated association to be called Spade Rockledge Terrace Condominium Unit Owners Association, which shall administer the Condominium Property. Each Unit Owner, upon acquisition of title to a Unit within the Condominium Property as presently constituted or hereafter enlarged in accordance with Section 15 hereof, shall automatically become a member of the Association. Such membership shall terminate upon the sale or other disposition by such member of his Ownership Interest, at which time the new owner of such Unit shall automatically become a member of the Association.

B. Board of Managers and Officers. The Board and Officers of the Association, elected as provided in the Bylaws, shall exercise the powers, discharge the duties and be vested with the rights conferred upon the Association by operation of law, by the Bylaws and by this Declaration.

C. Administration of Condominium Property. The administration of the Condominium Property shall be in accordance with the provisions of this Declaration and

the Bylaws. Each Unit Owner and the Occupant shall comply with the provisions of this Declaration, the Bylaws and the Rules and the decisions and resolutions of the Association or its representative, as lawfully amended from time to time, and failure to comply with any such provisions, decisions or resolutions shall be grounds for an action for damages or for injunctive relief.

D. Service of Process. Until such time as the President of the Association is elected, the person to receive service of process for the Association is Peter Marcoff, Jr., 7515 Pearl Road, Middleburg Heights, Ohio. Thereafter, the President of the Association shall be the person designated to receive service of process for the Association.

8. Management, Maintenance, Repairs, Alterations and Improvements.

A. Responsibility of the Association.

Except as otherwise expressly provided in Section 12 hereof, the Association, at its expense, shall be responsible for the management, maintenance, repair, replacement, alteration and improvement of the Common Areas and Facilities, excluding the Limited Common Areas and Facilities. The Association may delegate all or any portion of its authority to discharge such responsibility to a managing agent and provide for reasonable compensation to the managing agent as a Common Expense. Anything herein to the contrary notwithstanding, Grantor (or any other entity designated by Grantor to act in such capacity) shall be the managing agent for the development period ending three (3) years after the date this Declaration is filed for record or until one (1) year after the transfer of title of the last Unit by Grantor of the Condominium Property (including Phases 2, 3 and 4 if submitted to the Ohio Condominium Statutes as provided by Section 15 herein) whichever shall occur first. Grantor or its designated agent, however, may waive such right in writing to the Association prior to the time limits stated hereinabove.

The Grantor, Association or the managing agent on behalf of the Association, as the case may be, shall have the authority to enter into agreements with one or more other real estate developments of Grantor, or companies affiliated with Grantor, for the common management, maintenance and repair of the Condominium Property and such other developments. Without intending to limit the generality of the foregoing, such agreements may provide for the allocation of expenses, purchase of equipment and supplies and joint sharing of employees and management overhead.

B. Responsibility of Unit Owner. The responsibility of each Unit Owner shall be as follows:

(1) except as otherwise expressly provided in Section 12, to maintain, repair and replace, at his expense, all portions of his Unit and all Limited Common Areas and Facilities designated herein for his use;

(2) to perform his responsibilities in such manner so as not to unreasonably disturb other Unit Owners and Occupants;

(3) to pay all costs for utility services furnished to his Unit or to the Limited Common Areas and Facilities designated herein for his use; and in the case of water, to pay for water necessary to water Common Areas immediately adjacent to his Unit, and to allow the Association or individuals employed by the Association to utilize the outside water faucets attached to his unit to water the Common Areas;

(4) Not to paint or otherwise decorate or change the appearance of any portion of the Buildings not within the bounds of his Unit, unless the prior written consent of the Association is obtained;

(5) to promptly report to the Board or managing agent employed by the Association the need for any maintenance or repair to any portion of the Condominium Property which the Association is obligated to maintain or repair pursuant to this Declaration or the Bylaws of the Association;

(6) not to make any alterations in the Common Areas and Facilities or remove any portion thereof or make any additions thereto or do anything which would or might jeopardize or impair the safety or soundness thereof, without the prior written consent of the Association;

(7) not to impair the use and enjoyment of the easements hereinafter provided in Section 10 without first obtaining the written consent of the Association and of any other person, firm or corporation for whose benefit such easements exist; and

(8) to observe, fulfill and perform all other obligations of the Unit Owner as set forth in this Declaration or the Bylaws or the Rules.

C. Construction Defects. The obligation of the Association and of the Unit Owners to maintain, repair and replace the portions of the Condominium Property for which they are respectively responsible shall not be limited, discharged or postponed by reason of the fact that any maintenance, repair or replacement may be necessary to cure any latent or patent defects in material or workmanship in the construction of the Condominium Property. The undertaking of maintenance, repair or replacement by the Association or Unit Owners shall not constitute a waiver of any rights against any warrantor, but such rights shall be specifically reserved.

In the event of any complaint by the Association or Unit Owner of defects in material or workmanship in the construction of the Condominium Property, Grantor shall be notified thereof by certified mail and shall have sixty (60) days from the receipt of said notice in which to attempt to satisfy the complaint before the complainant shall take any further action to cure same.

D. Effect of Insurance or Construction Guarantee. Notwithstanding the fact that the Association and/or any Unit Owner may be entitled to the benefit of any guarantee or warranty of material or workmanship furnished by any construction trade responsible for any construction defects, or to benefits under any policies of insurance providing coverage for loss or damage for which they are respectively responsible, the existence of construction guarantees or insurance coverage shall not excuse any delay by the Association or any Unit Owner in performing its or his respective obligations hereunder.

## 9. Common Expenses and Assessments

A. Division of Common Profits and Common Expenses. The Common Profits of the Condominium Property shall be distributed among, and the Common Expenses shall be assessed against the Unit Owners by the Association according to the percentages of interest in the Common Areas and Facilities of their respective Units as set forth in Exhibit "D" attached hereto. Every Unit Owner shall pay his proportionate share of assessments for Common Expenses and any special assessments levied against him, and no Unit Owner shall exempt himself from liability for such assessments by waiver of the use or enjoyment of any of the Common Areas and Facilities or by the abandonment of his Unit.

B. Lien of Association. The Association shall have a lien upon each Unit Owner's Ownership Interest for the payment of the portion of the assessments, including, without limitation, special assessments, chargeable against such Unit which remain unpaid for ten (10) days after the same have become due and payable, from the time a certificate therefor is filed with the Recorder of Cuyahoga County, Ohio, pursuant to authorization given by the Board. Such certificate shall contain a description of the Unit, the name or names of the Unit Owner or Owners thereof and the amount of such unpaid portions of the assessments and shall be subscribed by the President of the Association. Such lien shall remain valid for a period of five (5) years from the time of filing thereof, unless sooner released or satisfied in the same manner provided by law for the release and satisfaction of mortgages on real property or discharged by the final judgment or order of a court in an action brought to discharge all or any portion of such lien as hereinafter provided in Paragraph D of this Section 9. In addition, the Unit Owner shall be personally liable for all assessments chargeable against his Unit during the period of his ownership thereof, and any assessment not paid within ten (10) days after the same shall become due and payable and shall bear interest at the maximum rate allowed by law until such time as the same has been paid in full.

C. Priority of Association's Lien. The lien provided for in Paragraph B of this Section 9 shall take priority over any lien or encumbrance subsequently arising or created except liens for real estate taxes and assessments and liens of mortgages theretofore filed for record, and may be foreclosed in the same manner as a mortgage on real property in an action brought on behalf of



the Association by the President thereof pursuant to authority given to him by the Board. In any such foreclosure action, the Association shall be entitled to become the purchaser at the foreclosure sale and shall take title in the name of the President of the Association as Trustee for the Unit Owners.

D. Dispute as to Common Expenses. Any Unit Owner who believes that the assessments levied against him or his Unit, for which a certificate of lien has been filed by the Association, have been improperly determined may bring an action in the Court of Common Pleas for Cuyahoga County, Ohio, for the discharge of all or any portion of such Lien.

E. Non-Liability of Foreclosure Sale Purchaser for Past Due Common Expenses. Where the mortgagee of a first mortgage of record acquires title to a Unit as a result of foreclosure of the first mortgage or of the acceptance of a deed in lieu of foreclosure, such mortgagee, its successors, and assigns, shall not be liable for the assessments levied against such Unit which were levied prior to the acquisition of title to such Unit by such Mortgagee. Such assessments shall be deemed to be Common Expenses and shall be levied against all of the Unit Owners at the time of the first assessment next following the acquisition of title by such mortgagee.

F. Liability for Assessments Upon Voluntary Conveyance. In a voluntary conveyance of a Unit other than by deed in lieu of foreclosure, the grantee of the Unit shall be jointly and severally liable with the grantor for all unpaid assessments levied against such Unit prior to the time of the grant or conveyance, without prejudice to the grantee's right to recover from the grantor the amounts paid by the grantee therefor. However, any such prospective grantee shall upon written request be entitled to a statement from the Board setting forth the amount of all unpaid assessments due the Association with respect to the Ownership Interest to be conveyed, and such grantee shall not be liable for, nor shall the Unit conveyed be subject to a lien for, any unpaid assessments which became due prior to the date of the making of such request if the same are not set forth in such statement.

#### 10. Easements.

The Condominium Property is hereby made subject to and shall have the benefit of the following easements, each of which shall be in perpetuity, except as limited herein, and shall run with the land, and shall inure to the benefit of and be binding upon the Grantor, each Unit Owner, each mortgagee in whose favor a mortgage shall be granted with respect to any Unit, and any other person having an interest in the Condominium Property, or any part thereof, and the respective heirs, devisees, administrators, executors, personal representatives, successors and assigns of any of the foregoing persons:

A. Encroachments. If by reason of the construction, repair, restoration, partial or total destruction and rebuilding, or settlement or shifting of any of the

following Buildings or improvements constituting a part of the Condominium Property, any part of the Common Areas and Facilities shall encroach upon any part of a Unit, or any part of a Unit shall encroach upon any part of any other Unit, or if by reason of the design or construction or rebuilding of the utility systems comprised within the Condominium Property any pipes, ducts or conduits serving a Unit shall encroach upon any other Unit, easements in favor of each Unit Owner or Association, as the case may be, for the maintenance of any such encroachment are hereby established; provided, however, in no event shall a valid easement for any encroachment be created in favor of a Unit Owner if such encroachment occurred due to his willful conduct.

B. Maintenance Easements. Easements in favor of the Association over the Units and Limited Common Areas and Facilities for access as may be necessary for the purpose of maintaining the Common Areas and Facilities and easements in favor of each Unit Owner over the Common Areas and Facilities for access to his Unit. Easements in favor of each Unit Owner to and through the Common Areas and Facilities as may be necessary for the use of water, gas, sewer, power and other utilities and television antennas now or hereafter existing within the walls and on the roofs comprising the Common Areas and Facilities. Easements in favor of each Unit Owner to hang pictures, mirrors and the like upon the walls of his Unit.

C. Utility Easements. Easements in favor of the Association for the purpose of installing, laying, maintaining, repairing and replacing any pipes, wires, ducts, conduits, public utility lines or structural components through the walls of the Units.

D. Easements in Recreation Area and Private Road Grantor is the owner of land lying south of Phase No. 1, described in Exhibit "B" attached hereto and made a part hereof by reference. Grantor is also the owner of a Private Road for ingress and egress described in Exhibit "C" attached hereto and made a part hereof by reference. Grantor hereby grants unto the Association, the Unit Owners and their Mortgagees and the Occupants of the buildings on Phase No. 1, and their tenants, guests and invitees, a non-exclusive, permanent easement to enter upon and use the facilities of said Private Road. Upon completion of all four proposed phases, grantor will cause the Private Road to be added to the Condominium Property. There shall be no extra charge to the Unit Owners over and above the monthly assessment for use of the Private Road.

There are also easements on record recorded in the Cuyahoga County Records at Volume 13877, page 715, at Volume 13877, page 691, at Volume 13877, page 703, and at Volume 13877, page 679 easements between the following: Thomas J. Vasko and Jeanette C. Vasko as owner and Spade Rockledge Terrace Condominium Development Corporation; Gerhard P. Gramp,

as owner and Spade Rockledge Terrace Condominium Development Corporation; Richard L. Wilton and D. L. Wilton, as owners, and Spade Rockledge Terrace Condominium Development Corporation; Mary Fecser and Aladar Fecser, as owners, and Spade Rockledge Terrace Condominium Development Corporation, for the use of the owners' land to construct and maintain a piped storm sewer, of sufficient dimension to control the water shed, from the Spade Rockledge property through a portion of the owners' property and to connect the same with the natural creek in accordance with the plan made a part of the aforesaid easements.

E. Easements to Others. Such easements as Grantor, or the Association if the same has been formed, from time to time may grant to others on behalf of the Condominium Property for utility purposes, including, but not limited to, the right to install, lay, maintain, repair and replace water mains and pipes, sewer lines, gas mains, telephone wires and equipment and television and electrical conduits and wire over, under and along any portion of the Common Areas and Facilities; and each Unit Owner hereby grants the Association an irrevocable power of attorney to execute, acknowledge and record for and in the name of such Unit Owner such instruments as may be necessary to effect the foregoing.

Each grantee of a Unit and each mortgagee in whose favor a mortgage with respect to any Unit is granted shall be subject to and have the benefit of (as the case may be) each of the easements herein provided in the same manner and to the same extent as though such easements were expressly provided for and fully set forth in the deed of conveyance or mortgage (as the case may be), notwithstanding the omission from such deed of conveyance or mortgage (as the case may be) of reference to such easements.

II. Covenants and Restrictions as to Use and Occupancy. The following covenants and restrictions as to the use and occupancy of the Condominium Property shall run with the land and shall be binding upon each Unit Owner and Occupant:

A. Purpose of Property. The Condominium Property shall be used for residence purposes and for no other purposes.

B. Obstruction of Common Areas and Facilities. There shall be no obstruction of, nor shall anything be stored in, the Common Areas and Facilities, excluding the Limited Common Areas and Facilities located within the bounds of a Unit, without the prior written consent of the Association except as hereinafter expressly provided.

C. Hazardous Uses and Waste. Nothing shall be done or kept in any Unit or in the Common Areas and Facilities which will increase the rate of insurance on the Common Areas and Facilities, or contents thereof 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 the cancellation of insurance on the Common Areas and Facilities, or contents thereof, or which would be in violation of any law. No waste shall be committed in the Common Areas and Facilities.

D. Exterior Surfaces of Buildings. Unit Owners shall not cause or permit anything to be hung or displayed on the outside of windows or placed on the outside walls of any of the Buildings, and no sign, awning, canopy, shutter, radio or television antenna shall be affixed to or placed upon the exterior walls or roof or any part of any of the Buildings without the prior consent of the Association, other than those originally provided by the Grantor.

E. Animals and Pets. No animals of any kind shall be raised, bred, or kept in any Unit or in the Common Areas and Facilities.

F. Nuisances. 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 any of the Unit Owners or Occupants.

G. Impairment of Structural Integrity of Buildings. Nothing shall be done in any Unit or in, on or to the Common Areas and Facilities which would impair the structural integrity or would structurally change any of the Buildings.

H. Laundry or Rubbish in Common Areas and Facilities and Snow Removal. No clothes, sheets, blankets, laundry of any kind or other articles shall be hung or exposed on any part of the Common Areas and Facilities not within the bounds of a Unit. The parts of Common Areas and Facilities not within the bounds of a Unit shall be kept free and clear of rubbish, debris and other unsightly materials. Each unit shall be furnished with a compactor which shall be used by Unit Owners. The Association will provide rubbish collection on a periodic basis. The Association shall also provide for snow removal in the street areas only. Unit owners shall be responsible for snow removal on the walks and driveways immediately adjacent to their units.

I. Lounging or Storage in Common Areas and Facilities. There shall be no playing, lounging or parking of baby carriages, playpens, bicycles, wagons, toys, vehicles, benches or chairs on any part of the Common Areas and Facilities not within the bounds of a Unit except in accordance with the Rules and except that patio areas may be used for their intended purposes.

J. Prohibited Activities. No industry, business, trade, occupation or profession of any kind, commercial, religious, educational, or otherwise, shall be conducted, maintained, or permitted on any part of the Condominium Property nor shall any "For Sale" or "For Rent"

signs or other displays or advertising be maintained or permitted on any part of the Condominium Property, except that (1) the right is reserved by Grantor to place "For Sale" or "For Rent" signs on any unsold or unoccupied Units not in conflict with local ordinances, and (2) the right is hereby given the Association or its representatives to allow "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, mortgagee or the Association, not in conflict with local ordinances. This section shall not prohibit the use by the Grantor of any of the Units for the sale or leasing of Units in the Condominium Property.

K. Alteration of Common Areas and Facilities.

Nothing shall be altered, constructed in, removed from or added to the Common Areas and Facilities, nor shall anything be done which would or might jeopardize or impair the safety or soundness thereof, except as hereinafter provided in Section 12, without the prior written consent of the Association.

L. Rental of Units. No Unit shall be

rented by the Unit Owner for transient or hotel purposes, which shall be defined as (1) rental for any period less than thirty (30) days, or (2) any rental if the Occupants of the Units are provided customary hotel service such as room service for food and beverage, maid service, furnishing of laundry and linen and bellboy service. Other than the foregoing obligations, Unit Owners shall have the absolute right to lease their respective Units, provided that said lease is made subject to the covenants and restrictions in this Declaration and the Bylaws and shall further have the approval of the Board.

12. Insurance and Reconstruction

A. Insurance.

(1) Casualty Insurance. The Association shall obtain for the benefit of all owners insurance on all buildings, structures or other improvements now or at any time hereafter constituting a part of of the Condominium Property including the Limited Common Areas and Facilities against loss or damage by fire, lightning and such perils as are at this time comprehended within the term "extended coverage" and vandalism and malicious mischief in an amount not less than the full replacement value thereof. Such insurance shall be written in the name of the Association and any mortgagee as their interests may appear, and the proceeds thereof shall be payable to the Association, as Trustee for each of the Unit Owners in accordance with the percentage ownership in the Common Areas and Facilities set forth in Exhibit "D" attached hereto, to be applied for the repair or restoration of such loss or

damage subject however, to the provisions of Section 12B(1) herein. Such policy shall provide for built-in or installed fixtures and equipment in an amount not less than the full replacement value thereof, but shall not include the decorated interior surfaces of walls, doors, floors and ceilings belonging to a Unit as defined in Section 5(a) herein.

Such insurance by the Association shall be without prejudice to the right of the Owner of a Unit to obtain casualty insurance on his Unit including individual contents or chattel property, but no Unit Owner may at any time purchase individual policies of insurance on his Unit or his interest in the Common Areas and Facilities as real property unless the Association shall be named insured in such policy.

Such policy of insurance shall contain a loss payable endorsement recognizing the interest of any mortgagee or mortgagees of any Unit.

Such policy shall also provide for the release by the issuer thereof of any and all rights of subrogation or assignment and all causes and rights of recovery against any Unit Owner, member of his family, his tenant, or other occupant of the Condominium Property for recovery against any one of them for any loss occurring to the insured property resulting from any of the perils insured against under such insurance policy.

(2) Public Liability Insurance. The Association shall insure itself, all Unit Owners and members of their respective families and other persons residing with them in the Condominium Property, their tenants, and all persons lawfully in possession or control of any part of the Condominium Property, against liability for personal injury including claims by employees, bodily injury, disease, illness or death and for injury to or destruction of property occurring upon, on or about, or arising from the Common Areas and Facilities, such insurance to afford protection to a limit of not less than Five Hundred Thousand Dollars (\$500,000.00) with respect to personal injury, bodily injury, disease, illness or death suffered by any one person, and to the limit of not less than Five Hundred Thousand Dollars (\$500,000.00) with respect to any one occurrence, and to the limit of not less than One Hundred Thousand Dollars (\$100,000.00) with respect to damage to or destruction of property arising out of any one accident.

Such policy shall not insure against liability for personal or bodily injury or property damage arising out of or relating to the individual units.

(3) Insurance Premiums. Insurance Premiums for the policies referred to in Items (1) and (2) of this Section 12A shall be a common expense.

**B. Responsibility for Reconstruction or Repair.**

(1) If any part of the Condominium Property insured as required by Section 12A herein shall be damaged by perils covered by the Casualty Insurance, such damaged portion shall be promptly reconstructed or repaired as hereinafter provided and any such reconstruction or repair shall be substantially in accordance with the Drawings; provided, however, if such damage renders one-half or more of the Units untenable, the Unit Owners may, by the vote of those entitled to exercise not less than 75% of the voting power, elect not to reconstruct or repair such damaged part at a meeting which shall be called within ninety (90) days after the occurrence of the casualty, or, if by such date the insurance loss has not been finally adjusted, then within thirty (30) days after such final adjustment. Upon such election, all of the Condominium Property shall be subject to an action for sale as upon partition at the suit of any Unit Owner. In the event of any such sale or a sale of the Condominium Property after such election by agreement of all Unit Owners, the net proceeds of the sale together with the net proceeds of insurance, if any, and any other indemnity arising because of such damage or destruction, except under insurance policies placed by Unit Owners on individual contents and chattels as provided hereinbefore, shall be considered as one fund and shall be distributed to all Unit Owners in proportion to their respective percentages of interest in the Common Areas and Facilities. No Unit Owner, however, shall receive any portion of his share of such proceeds until all liens and encumbrances on his Unit have been paid, released or discharged.

(2) If the damage is only to a Unit, then the Unit Owner shall be responsible for reconstruction and repair after casualty, except for built-in or installed fixtures and equipment to be insured by the Association as set forth in Section 12A(1).

(3) In all other instances, the responsibility for reconstruction and repair after casualty shall be that of the Association to the extent of the proceeds of the Casualty Insurance and any special assessments pursuant to Paragraph C of this Section 12.

**C. Procedure for Reconstruction or Repair.**

(1) Immediately after a casualty damage to any portion of the Condominium Property insured as required by Section 12A herein, the Association shall obtain reliable and detailed estimates of the cost to place the damaged property in condition as good as that before the casualty. Such costs may include professional fees and premiums for such bonds as the Board deems necessary.

(2) If the proceeds of the Casualty Insurance are not sufficient to defray the estimated

costs of reconstruction and repair by the Association (including the aforesaid fees and premiums, if any) one or more special assessments shall be made against all Unit Owners in sufficient amounts to provide funds for the payment of such costs, and the proceeds of such special assessments shall be deposited with the Trustee referred to in paragraph 12(3).

(3) The proceeds of the Casualty Insurance and the sums deposited with the Association from collections of special assessments against Unit Owners on account of such casualty shall constitute a construction fund which shall be applied by the Association to the payment of the cost of reconstruction and repair from time to time as the work progresses, but not more frequently than once in a calendar month. The Ohio Savings Association shall hold the proceeds of the fund in a trust account and will act as Trustee of said account and agrees to be bound by the provisions of this Declaration and the Bylaws of the Association. The account shall be disbursed by the Trustee to the Association for payment of reconstruction and repair when the bills for work already performed are submitted to the Trustee by the Association with a receipt of a certificate, dated not more than fifteen (15) days prior to such request, signed by a responsible officer of the Association and by an architect in charge of the work, who shall be selected by the Association, setting forth (1) that the sum then requested either has been paid by the Association or is justly due to contractors, subcontractors, materialmen, architects, or other persons who have rendered services or furnished materials in connection with the work, giving a brief description of the services and materials, and that the sum requested does not exceed the value of the services and materials described in the certificate, (2) that except for the amount stated in such certificate to be due as aforesaid and for work subsequently performed, there is no outstanding indebtedness known to the person signing such certificate after due inquiry which might become the basis of a vendor's, mechanic's, materialmen's or similar lien arising from such work, and (3) that the cost as estimated by the person signing such certificate of the work remaining to be done subsequent to the date of such certificate does not exceed the amount of the construction fund remaining in the hands of the Trustee, which amount will be supplied by the Trustee to the officers of the Association, after the payment of the sum so requested. It shall be presumed that the first monies disbursed in payment of such costs of reconstruction and repair shall be from insurance proceeds; and if there is a balance in any construction fund after payment of all costs of the reconstruction and repair for which the fund is established, such balance shall be disbursed to the Association.

(4) Each Unit Owner shall be deemed to have delegated to the Board his right to adjust with insurance companies all losses under the Casualty Insurance policies, except those covered by Insurance on the individual Unit.

13. Rehabilitation of Existing Buildings, Structures and Other Improvements. The Association may, by the affirmative vote of Unit Owners entitled to exercise not less than seventy-five percent (75%) of the voting power, determine that the Condominium Property is obsolete in whole or in



part and elect to have the same renewed and rehabilitated. The Board shall thereupon proceed with such renewal and rehabilitation and the cost thereof shall be a Common Expense. Any Unit Owner who does not vote for such renewal and rehabilitation may elect, in a writing served by him on the President of the Association within five (5) days after receiving notice of such vote, to receive the fair market value of his Ownership Interest, less (1) the amount of any liens and encumbrances on his Unit as of the date such vote is taken and (2) the amount of any liens and encumbrances arising out of actions of said Unit Owner filed during the period from the date of such vote to the date of conveyance, in return for a conveyance of his Ownership Interest, subject to such liens and encumbrances, to the President of the Association as Trustee for all other Unit Owners. In the event of such election by a Unit Owner to receive the fair market value of his Ownership Interest, such conveyance and payment of the consideration therefor, which shall be a Common Expense to the Unit Owners who have elected to renew and rehabilitate, shall be made within ten (10) days thereafter, and, if such Unit Owner and a majority of the Board cannot agree upon the fair market value of such Unit, such determination shall be made by the majority vote of three appraisers, one of which shall be appointed by the Board, one of which shall be appointed by such Unit Owner, and the third of which shall be appointed by the first two appraisers.

14. Removal from Condominium Ownership. The Unit Owners, by unanimous vote, may elect to remove the Condominium Property from the provisions of Chapter 5311. In the event of such election, all liens and encumbrances, except taxes and assessments not then due and payable, upon all or any part of the Condominium Property, shall be paid, released, or discharged and a certificate setting forth that such election was made shall be filed with the Recorder of Cuyahoga County, Ohio and by him recorded. Such certificate shall be prepared in duplicate and shall be signed by the President of the Association, who shall certify therein under oath that all liens and encumbrances, except taxes and assessments not then due and payable, upon all or any part of the Common Areas and Facilities have been paid, released or discharged, and shall also be signed by the Unit Owners, each of whom shall certify therein under oath that all such liens and encumbrances on his Unit or Units have been paid, released or discharged.

15. Addition to Condominium Property. Phases Nos. 2, 3 and 4 are improved with or are being improved with certain residential structures, garages and other improvements (being heretofore defined) as Phase No. 2 Buildings, "Phase No. 3 Buildings," "Phase No. 4 Buildings," said residential structures and garages being substantially similar to the residential structures and garages constructed on Phase No. 1 (being heretofore defined as "Phase No. 1 Buildings"). Grantor contemplates submitting said Phases Nos. 2, 3 and 4 together with their buildings and other improvements and all easements, rights and appurtenances belonging thereto, and all articles of personal property existing for the common use of the Unit Owners to the provisions of this Declaration and Chapter 5311, so that the same will become in all respects part of the Condominium Property. Grantor shall have the right at anytime without

any action on the part of any Unit Owners or their mortgagees or the Association to submit Phases Nos. 2 and/or 3 and/or 4 and/or the Recreation Area, together with the buildings and other structures thereon, all easements, rights and appurtenances thereto, and all articles of personal property existing for common use of the Unit Owners to the provisions of this Declaration and Chapter 5311 and to amend this Declaration, in the manner provided in Section 16 hereof, in such respects as Grantor may deem advisable in order to effectuate such submission or submissions, including, without limiting the generality of the foregoing, the right to amend this Declaration so as (a) to include Phase No. 2 and/or Phase No. 3 and/or Phase No. 4 and the improvements constructed thereon as part of the Condominium Property, (b) to include descriptions of Phase No. 2 Buildings and/or Phase No. 3 Buildings and/or Phase No. 4 Buildings in this Declaration and to add drawings thereof to Exhibit "F" hereto, (c) to provide that the owners of Units in the Buildings will have an interest in the Common Areas and Facilities of the Condominium Property and to amend Exhibit "D" hereof so as to establish the percentage of interest in the Common Areas and Facilities which the owners of all Units within the Buildings on the Condominium Property will have at the time of such amendment or amendments, which percentage shall be, with respect to each Unit, in the proportion that the fair market value of each Unit at the date said amendment is filed for record bears to the then aggregate value of all the Units within the Buildings on the Condominium Property, which determination shall be made by Grantor and shall be conclusive and binding upon all Unit Owners. Grantor, on its own behalf as the owner of all Units in the Condominium Property and on behalf of all subsequent Unit Owners, hereby consents and approves, and each Unit Owner and his mortgagees by acceptance of a deed conveying such Ownership Interest or a mortgage encumbering such Ownership Interest, as the case may be, thereby consents to and approves, the provisions of this Section 15, including, without limiting the generality of the foregoing, the amendment of this Declaration by Grantor in the manner provided in Section 16 hereof, and all such Unit Owners and their mortgagees, upon request of Grantor, shall execute and deliver from time to time all such instruments and perform all such acts as may be deemed by Grantor to be necessary or proper to evidence such consent and effectuate said provisions.

16. Amendment of Declaration. This Declaration may be amended upon the filing for record with the Recorder of Cuyahoga County of an instrument in writing setting forth specifically the item or items to be amended and any new matter to be added, which instrument shall have been duly executed by the Unit Owners entitled to exercise at least seventy-five percent (75%) of the voting power of this Association, or in the case of an amendment pursuant to Section 15 hereof, by the President and Secretary of Grantor. Such amendment must be executed with the same formalities as this instrument and must refer to the volume and page in which this instrument and its attached exhibits are recorded and, except as to an amendment executed pursuant to Section 15 herein, must contain an affidavit by the President of the Association or the President of Grantor, as the case may be, that a copy of the amendment has been mailed

by certified mail to all mortgagees having bona fide liens of record against any Unit ownership. No amendment shall have any effect, however, upon Grantor, the rights of Grantor under this Declaration and, except as otherwise specifically provided in Section 15 hereof, upon the rights of a bona fide first mortgagee until the written consent of Grantor and/or such mortgagee to such amendment has been secured. Such consents shall be retained by the Secretary of the Association and his certification in the instrument of amendment as to the consent and non-consenting mortgagees of the various Units may be relied upon by all persons for all purposes.

17. Remedies for Breach of Covenants and Rules.

A. Abatement and Enjoinment. If any Unit Owner (either by his own conduct or by the conduct of any Occupant of his Unit) shall violate any Rules or breach any covenant or provision contained in this Declaration or in the Bylaws, the Association shall have the right, in addition to the rights hereinafter set forth in this Section 17 and those provided by law, (1) to enter any unit in which or as to which such violation or breach exists and to summarily abate and remove, at the expense of the owner of such Unit, any structure, thing or condition that may exist therein contrary to the intent and meaning of the provisions of this Declaration or of the Bylaws or of the Rules, and the Association, or its agents, shall not thereby be deemed guilty in any manner of trespass or (2) to enjoin, abate or remedy by appropriate legal proceedings either at law or in equity, the continuance of any breach.

B. Involuntary Sale. If any Unit Owner (either by his own conduct or by the conduct of any Occupant of his Unit) shall violate any covenants or provisions contained in this Declaration or in the Bylaws or in the Rules, and such violation shall continue for thirty (30) days after notice in writing from the Association, or shall occur repeatedly during any thirty (30) day period after written notice or request to cure such violation from the Association, the Association shall have the right, upon the giving of ten (10) days prior written notice, to terminate the rights of such Unit Owner or Occupant to continue as a Unit Owner or Occupant and to continue to occupy, use or control his Unit. Thereupon a legal action may be filed by the Association against such Unit Owner or Occupant for a decree of mandatory injunction against said Unit Owner or Occupant, or for a decree declaring the termination of the right of such Unit Owner or Occupant to occupy, use or control the Unit owned or occupied by him and ordering that all the right, title and interest of the Unit Owner or Occupant in his Ownership Interest or interest therein shall be sold at a judicial sale upon such notice and terms as the Court shall establish, except that the court shall enjoin and restrain such Unit Owner or Occupant from reacquiring his Ownership Interest at such judicial sale. The Association, however, may acquire said Ownership Interest at such judicial sale in the name of the President of the Association as Trustee for all the Unit Owners. The proceeds of any such judicial sale shall first be paid to discharge court costs, receiver's fees, reasonable attorneys' fees and all other expenses of the proceedings, and

all such items shall be taxed against such Unit Owner or Occupant in said decree. Any balance of proceeds, after satisfaction of such charges and any unpaid assessments owing to the Association or any liens required to be discharged, may be paid to the Unit Owner or Occupant. Upon the confirmation of such sale, the purchaser thereof shall, subject to the rights and privileges of the Association provided in Section 18 hereof, thereupon be entitled to a conveyance of the Ownership Interest or interest therein and to immediate possession of the Unit so conveyed, and may apply to the court for a writ for the purpose of acquiring such possession, and it shall be a condition of any such sale, and the decree shall so provide, that the purchaser shall take the interest in such Ownership Interest or interest therein subject to this Declaration.

#### 18. Sale, Leasing or Other Alienation

A. Sale or Lease. Any Unit Owner, other than the Grantor or a mortgagee succeeding to the title to said Unit, 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 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 thirty (30) 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, 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 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 twenty (20) 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 twenty (20) 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 by the majority vote of a board of three 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. Upon such determination said appraisers shall promptly give

written notice thereof to the Unit Owner and the Board. The Board's option to purchase or otherwise acquire said Ownership Interest or interest therein shall expire fifteen (15) days after the date the fair market value thereof becomes fixed as aforesaid. 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, 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. Anything herein to the contrary notwithstanding, no Unit shall be leased to any transient tenant and no lease of any Unit shall be for less than thirty (30) days.

**B. Involuntary Sale.**

(1) 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 intention together with his name and address, the Unit purchased, and the purchase price, whereupon 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 interest therein at the same price for which it was sold at such sale. 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. The provisions of this Section B(1) shall not be applicable to a mortgagee of a Unit which acquires title to said Unit.

(2) In the event any Unit Owner shall default in the payment of any monies required to be paid under the provisions 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 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.

**C. 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 Section 18. Any

purchase effected pursuant to the provision of this Section 18 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 Secretary 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 Section 18 provided.

D. 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 percent (75%) of the voting power in the Association and whose Ownership Interests or interests therein are not 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 an 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.

E. Release, Waiver, and Exceptions to Option. The Grantor or any affiliate of Grantor may, so long as it is managing agent, or the Board may, or a majority of the members of the Board may in writing, waive or release any of the options contained in this Section 18 and in such event the Ownership Interest or interests therein which is subject to an option set forth in this Section 18 may be sold, conveyed, leased, given, devised or passed as contemplated in that instance without the requirements of the other paragraphs of this Section 18 having been met. In addition, none of the options contained in this Section 18 shall be applicable to any sales, leases or subleases of any Ownership Interest with respect to which the Grantor is the grantor, lessor or sublessor, respectively, or with respect to which the Grantee, lessee or sublessee, respectively, is procured by or through the Grantor (or its designee) for its own account or in its capacity as managing agent of the Condominium property.

F. Evidence of Termination of Option. A certificate executed and acknowledged by the President or Secretary of the Grantor, or its affiliate, if it is the managing agent, or of the Association stating that the provisions of this Section 18 as hereinabove set forth have been met by a Unit Owner, or duly waived or released, 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, upon request, such certificate shall be furnished by the Association to any person or persons who have in fact complied with the provisions of this Section 18 or with respect to whom the provisions of this Section 18 have been waived or released upon payment of a reasonable charge, not to exceed Ten Dollars (\$10.00) in any instance.

G. Financing of Purchaser Under Option.

(1) Acquisition of any Ownership Interest or interest therein under the provisions of this Section 18 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 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.

(2) The Board in its discretion, may borrow money to finance the acquisition of any Ownership Interest or interest therein authorized by this Section 181; provided, however, that no financing may be secured by an encumbrance on or hypothecation of any portion of the Condominium Property other than the Ownership Interest or interest therein to be acquired.

H. Title to Acquired Interests. Ownership interests or interests therein acquired pursuant to the terms of this Section 18 shall be held of record in the name of the President or Secretary of the Association as Trustee for all consenting Unit Owners. 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.

#### 19. Miscellaneous Provisions

##### A. Grantor's Rights Pending Sale of Units.

At any time after the Grantor shall have consummated the sale of fifty percent (50%) of all the units in the Condominium Property (including Phases 2, 3 and 4 if submitted to the Ohio Condominium Statutes) but not later than three (3) years from the date of filing this Declaration for record, Grantor shall call a meeting of the Association at which a Board shall be elected. Until said Board is elected, Grantor shall exercise the powers, rights, duties and functions of the Association and the Board, including, without limitation, the power to determine the amount of, and to levy special assessments and assessments for Common Expenses.

B. Notices of Mortgages. Any Unit Owner who mortgages his Unit shall notify the Association, in such manner as the Association may direct, of the name and address of his mortgagees and thereafter shall notify the Association of the payment, cancellation or other alteration in the status of such mortgage. The Association shall maintain such information in a book entitled "Mortgages of Units."

##### C. Copies of Notices to Mortgage Lender.

Upon written request to the Board, the holder of any duly recorded mortgage on any Ownership interest shall be given a copy of any and all notices permitted or required by this Declaration to be given to the Unit Owner or Owners whose Ownership Interest is subject to such Mortgage.

D. Covenants Running With the Land. Each grantee of the Grantor, by the acceptance of a deed of conveyance, accepts the same subject to all restrictions, conditions, covenants, reservations, liens and charges, and the jurisdiction, rights and powers created or reserved by this Declaration, and all rights, benefits and privileges of every character hereby granted, created, reserved, or declared, and all impositions and obligations hereby imposed shall be deemed and taken to be covenants running with the land, and shall bind any person having at any time any interest or estate in said land, and shall inure to the benefit of such person in like manner as though the provisions of the Declaration were recited and stipulated at length in each and every deed of conveyance.

E. Waiver. No covenants, restrictions, conditions, obligations, or provisions contained in this Declaration 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.

F. Severability. The invalidity of any covenant, restriction, conditions, limitation or any other provisions of this Declaration, or any part of the same, shall not impair or affect in any manner the validity, enforceability or effect of the rest of this Declaration.

G. Time Limits. If any of the privileges, covenants or rights, created by this Declaration shall be unlawful or void for violation of (a) the rule against perpetuities or some analogous statutory provision, (b) the rule restricting restraints on alienation, or (c) any other statutory or common law rules imposing time limits, then such provision shall continue only until twenty-one (21) years after the death of the survivor of the now living descendants of Gerald R. Ford, President of the United States.

H. Liability. Neither Grantor, nor any subsidiary of Grantor, nor any employee, agent, successor or assign of Grantor or any such subsidiary, shall be liable for any claim or damage whatsoever arising out of or by reason of any actions performed pursuant to or in accordance with any authority granted or delegated to them or any of them by or pursuant to this Declaration.

I. Service 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 President of the Association, either personally or by certified mail, with postage prepaid, addressed to such members or officer at his Unit.

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

K. Interpretation. The provisions of this Declaration shall be liberally construed to effectuate its purpose of creating a uniform plan for the establishment and operation of a first class condominium development under Ohio law.



IN WITNESS WHEREOF, the said SPADE ROCKLEDGE TERRACE CONDOMINIUM DEVELOPMENT CORPORATION has caused this instrument to be executed by its President this 28 day of July, 1976.

Signed in the Presence of:

SPADE ROCKLEDGE TERRACE CONDOMINIUM DEVELOPMENT CORPORATION

James F. Ballin  
Ray W. Ballin

BY Joe Adams PRES.

STATE OF OHIO

1  
1 SS.

COUNTY OF CUYAHOGA 1

BEFORE ME, a Notary Public in and for said County and State, appeared \_\_\_\_\_, President of SPADE ROCKLEDGE TERRACE CONDOMINIUM DEVELOPMENT CORPORATION, who, having been first duly sworn, acknowledged that he did execute the foregoing instrument and that the same was his free act and deed individually and as such officer and the free act and deed of said Corporation.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed my official seal at Cleveland, Ohio, this 28 day of July, 1976.

Mary Beth Kelleher  
Notary Public

MARY BETH KELLEHER, Notary Public  
For Cuyahoga County, Ohio  
My commission expires Dec. 16, 1979

CONSENT OF MORTGAGEE

The undersigned, THE OHIO SAVINGS ASSOCIATION is mortgagee of premises described in the within Declaration of Condominium Ownership and more land by virtue of Mortgage Deeds executed by the SPADE ROCKLEDGE TERRACE CONDOMINIUM DEVELOPMENT CORPORATION dated 7/3/75, and recorded in Mortgage Records of the Recorder of Cuyahoga County in Volume 14062, Page 499 and dated 7/3/75, and recorded in Mortgage Records of Cuyahoga County in Volume 14062, Page 505.

The undersigned hereby consents to the execution and delivery of the foregoing Declaration of Condominium Ownership, with the Bylaws and Drawings attached as exhibits thereto, and in the filing thereof in the Office of the County Recorder of Cuyahoga County, Ohio, and, further, subject and subordinate said Mortgage Deed to the foregoing Declaration of Condominium Ownership, with the Bylaws and Drawings attached as exhibits thereto, and to the provisions of Chapter 5311 of the Ohio Revised Code.

Dated August 2, 1976, at Cleveland, Ohio.

Signed and acknowledged in the presence of:

THE OHIO SAVINGS ASSOCIATION

By: Robert M. Thomas  
Robert M. Thomas  
Vice President

By: Bruce DeCrane  
Bruce DeCrane  
Assistant Treasurer

STATE OF OHIO )  
COUNTY OF CUYAHOGA ) SS:

BEFORE ME, a Notary Public in and for said County and State personally appeared Robert M. Thomas, the Vice President, and Bruce DeCrane, the Assistant Treasurer of THE OHIO SAVINGS ASSOCIATION who, having been first duly sworn acknowledged that they did execute the foregoing instrument and that the same was their free act and deed individually and as such officers and the free act and deed of said corporation.

IN TESTIMONY WHEREOF, I have hereunto set my hand and official seal at Cleveland, Ohio, this second day of August, 1976.

David C. Houghtlin  
Notary Public

DAVID C. HOUGHTLIN, Notary Public  
For Cuyahoga and Summit Counties, Ohio  
My commission expires Dec. 21, 1979



LEGAL DESCRIPTION

Phase I

Situated in the City of Broadview Heights, County of Cuyahoga and State of Ohio and known as being part of Original Royalton Township, Section 21 and bounded and described as follows:

Beginning on the center line of Wallings Road 60' wide at the northwesterly corner of a parcel of land conveyed to Eric Lindsay and Linda Lindsay by deed recorded in Vol. 12930, Pg. 43 of Cuyahoga County Records of Deeds;

Thence due south along the westerly line of land so conveyed to Eric and Linda Lindsay a distance of 340.00' to the northerly line of a parcel of land conveyed to Piper Investment, Inc. by deed recorded in Vol. 12110, Pg. 989 of Cuyahoga County Records of Deeds;

Thence south 62° 50' 40" west along the northerly line of land so conveyed to Piper Investment, Inc. a distance of 9.61 feet to the most westerly corner thereof;

Thence due east along the southerly line of land so conveyed to Piper Investment, Inc. a distance of 256.49'.

Thence due south a distance of 120.54 feet;

Thence south 80° 00' 00" west a distance of 139.15 feet;

Thence north 18° 0' 0" west a distance of 11.96';

Thence due west a distance of 58.39';

Thence due south a distance of 176.85';

Thence due west a distance of 133.35 feet to the easterly line of a parcel of land conveyed to Mary Fecser by deed recorded in Vol. 5810, Pg. 677 of Cuyahoga County Records of Deeds;

Thence due north along the easterly line of land so conveyed to Mary Fecser a distance of 611.20' to the center line of Wallings Road;

Thence north 62° 50' 40" east along the center line of Wallings Road a distance of 95.00 feet to the place of beginning and containing 2.1829 acres of land according to a survey by the Henry G. Reitz Engineering Company dated June, 1976, be the same more or less, but subject to all legal highways.

EXHIBIT "B"

see page 1 of Exhibit "A"

COPIES

EXHIBIT "C"

see page 1 of Exhibit "A"

COPIES

EXHIBIT "D"

## PERCENTAGES OF INTEREST:

Unit No:

101 .....	6.250%
102 .....	6.250%
103 .....	6.250%
104 .....	6.250%
105 .....	6.250%
106 .....	6.250%
107 .....	6.250%
108 .....	6.250%
143 .....	6.250%
144 .....	6.250%
145 .....	6.250%
146 .....	6.250%
147 .....	6.250%
148 .....	6.250%
149 .....	6.250%
150 .....	6.250%

SPADE ROCKLEDGE TERRACE CONDOMINIUM

BROADVIEW HEIGHTS, OHIO

BYLAWS

OF

SPADE ROCKLEDGE TERRACE CONDOMINIUM

UNIT OWNERS ASSOCIATION

EXHIBIT "E"

This instrument prepared by:

Roger W. Van Deusen, Esquire  
Metzenbaum, Gaines & Stern  
Co., L.P.A.

1700 Investment Plaza  
Cleveland, Ohio 44114  
(216) 696-4666

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EXHIBIT GBYLAWS OF SPADE ROCKLEDGE TERRACE CONDOMINIUM  
OF BROADVIEW HEIGHTS, OHIOUNIT OWNERS ASSOCIATIONARTICLE ITHE ASSOCIATION

Section 1. Name and Nature of Association. The Association shall be an unincorporated association and shall be called "Spade Rockledge Terrace Condominium Unit Owners Association".

Section 2. Membership. Each Unit Owner, upon acquisition of title to a Unit, shall automatically become a member of the Association. Such membership shall terminate upon the sale or other disposition by such member of his Ownership Interest, at which time the new Unit Owner shall automatically become a member of the Association.

Section 3. Voting Rights. Each member shall be entitled to exercise that percentage of the total voting power of all members which is equivalent to the percentage of interest of such member's Unit in the Common Areas and Facilities. If two or more persons, whether fiduciaries, tenants in common or otherwise, own undivided interests in a Unit, each shall be entitled to exercise such proportion of the voting power of all owners of such Unit which is equivalent to such person's proportionate interest in the Unit.

Section 4. Proxies. Members may vote or act in person or by proxy provided, however, that not more than one proxy may be voted by any one person. The person appointed as proxy need not be a member of the Association. Designation by a member or members of a proxy to vote or act on his or their behalf shall be made in writing to the Board and shall be revocable at any time by actual notice to the Board by the member or members making such designation. Notice to the Board in writing or in open meeting of the revocation of the designation of a proxy shall not affect any vote or act previously taken or authorized.

Section 5. Meetings of Members.

A. Annual Meeting. The annual meeting of members of the Association for the election of members of the Board, the consideration of reports to be laid before such meeting, and the transactions of such other business as may properly be brought before such meeting shall be held at the office of the Association, or at such other place upon the Condominium Property as may be designated by the Board and specified in the notice of such meeting, at such time as may be designated by the Board and specified in the notice of the meeting. The annual meeting of members of the Association shall be held on the first Tuesday of February of each year, if not a legal holiday and, if a legal holiday, then on the next succeeding business day.

B. Special Meetings. Special meetings of the members shall be called upon the written request of the President or, in case of the President's absence, death or disability, the Vice President authorized to exercise the authority of the President, the Board by action at a meeting, or of members entitled to exercise at least twenty-five percent (25%) of the voting power. Calls for such meetings shall specify the time, place and purposes thereof. No business other than that specified in the call shall be considered at any special meeting.

C. Notices of Meetings. Not less than seven (7) nor more than sixty (60) days before the day fixed for a meeting of the members of the Association, written notice stating the time, place and purpose of such meeting shall be given by or at the direction of the Secretary of the Association or any other person or persons required or permitted by these Bylaws to give such notice. The notice shall be given by personal delivery or by mail to each member of the Association. If mailed, the notice shall be addressed to the members of the Association at their respective addresses as they appear on the records of the Association. Notice of the time, place and purposes of any meeting of members of the Association may be waived in writing, either before or after the holding of such meeting by any member of the Association, which writing shall be filed with or entered upon the records of the meeting. The attendance of any member of the Association at any such meeting without protesting, prior to or at the commencement of the meeting, the lack of proper notice shall be deemed to be a waiver by him of notice of such meeting.

D. Quorum; Adjournment. At the meeting of the members of the Association, the members of the Association entitled to exercise a majority of the voting power of the Association present in person or by proxy shall constitute a quorum for such meeting; provided, however, that no action required by law, by the Declaration, or by these Bylaws to be authorized or taken by a designated percentage of the voting power of the Association may be authorized or taken by a lesser percentage; and provided further, that the members of the Association entitled to exercise a majority of the voting power represented at a meeting of members, whether or not a quorum is present, may adjourn such meeting from time to time. If any meeting is adjourned, notice of such adjournment need not be given if the time and place to which such meeting is adjourned are fixed and announced at such meeting.

E. Order of Business. The order of business at all meetings of members of the Association shall be as follows:

- (1) Calling of meeting to order
- (2) Proof of notice of meeting or waiver of notice
- (3) Reading of minutes of preceding meeting
- (4) Reports of Officers
- (5) Reports of committees
- (6) Election of inspectors of election
- (7) Election of members of Board
- (8) Unfinished and/or old business
- (9) New business
- (10) Adjournment

Section 6. Actions Without a Meeting. All actions, except removal of a Board member, which may be taken at a meeting of the Association, may be taken without a meeting with the approval of, and in a writing or writings signed by members of the Association having the percentage of voting power required to take such action if the same were taken at a meeting. Such writings shall be filed with the Secretary of the Association.

## ARTICLE II

### BOARD OF MANAGERS

Section 1. Number and Qualification. The Board shall consist of not less than five persons. All persons nominated or elected to the Board shall be a Unit Owner and Occupant.

Section 2. Election of Board; Vacancies. Board members shall be elected at the annual meeting of members of the Association or at a special meeting of members of the Association at which Board members are to be elected. Only persons nominated as candidates shall be eligible for election as Board members and the candidates receiving the greatest number of votes shall be elected. In the event of the occurrence of any vacancy or vacancies in the Board, however caused, the remaining Board members, though less than a majority of the whole authorized number of Board members, may, by vote of a majority of their number, fill any such vacancy for the unexpired term.

Section 3. Term of Office; Resignations. Each Board member shall hold office until the next annual meeting of the members of the Association when his successor is elected, or until his earlier resignation, removal from office or death. Any Board member may resign at any time by oral statement to that effect made at a meeting of the Board or in a writing to that effect delivered to the Secretary of the Association, such resignation to take effect immediately or at such other time as the Board member may specify. Members of the Board shall serve without compensation. At the first annual meeting of the members of the Association, the term of office of three Board members shall be fixed so that such term will expire one year from and after the date of the next following annual meeting of members of the Association. The term of office of the remaining Board members shall be fixed so that such term will expire at the date of the next following annual meeting of members of the Association. At the expiration of such initial term of office of each respective Board member, his successor shall be elected to serve for a term of two (2) years.

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

Section 5. Regular Meetings. Regular meetings of the Board may be held at such times and places as shall be determined by a majority of the Board, but at least four such meetings shall be held during each fiscal year.

Section 6. Special Meetings Special meetings of the Board may be held at any time upon call by the President or any two Board members. Written notice of the time and place of each meeting shall be given to each Board member either by personal delivery or by mail, telegram or telephone at least two days before the meeting, which notice need not specify the purposes of the meeting; provided, however, that attendance of any Board member at any such meeting without protesting, prior to or at the commencement of the meeting, the lack of proper notice shall be deemed to be a waiver by him of notice of such meeting, and such notice may be waived in writing either before or after the holding of such meeting, by any Board member, which writing shall be filed with or entered upon the records of the meeting. Unless otherwise indicated in the notice thereof, any business may be transacted at any organization, regular or special meeting.

Section 7. Quorum; Adjournment. A quorum of the Board shall consist of a majority of the Board members then in office; provided that a majority of the Board members are present at a meeting duly held, whether or not a quorum is present, may adjourn such meeting from time to time. If any meeting is adjourned,

notice of such adjournment need not be given if the time and place to which such meeting is adjourned are fixed and announced at such meeting. At each meeting of the Board at which a quorum is present, all questions and business shall be determined by a majority vote of those present, except as may be otherwise expressly provided in the Declaration or in these Bylaws.

Section 8. Powers and Duties. Except as otherwise provided by law, the Declaration or these Bylaws, all power and authority of the Association shall be exercised by the Board. In carrying out the purposes of the Condominium Property and subject to the limitations prescribed by law, the Declaration or these Bylaws, the Board, for and on behalf of the Association, may:

- (a) Purchase or otherwise acquire, lease as lessee, hold, use, lease as lessor, sell, exchange, transfer, and dispose of property of any description or any interest, therein;
- (b) Make contracts;
- (c) Effect insurance;
- (d) Levy assessments against Unit Owners;
- (e) Employ a managing agent to perform such duties and services as the Board may authorize; and
- (f) Do all things permitted by law and exercise all power and authority within the purposes stated in these Bylaws or the Declaration or incidental thereto.

Section 9. Removal of Members of Board. At any regular or special meeting of members of the Association duly called at which a quorum shall be present, any one or more of the Board members may be removed with or without cause by the vote of the members of the Association entitled to exercise at least seventy-five percent (75%) of the voting power of the Association, and a successor or successors to such Board member or members so removed shall then and there be elected to fill the vacancy or vacancies thus created. Any Board member whose removal has been proposed by the members of the Association shall be given an opportunity to be heard at such meeting.

Section 10. Fidelity Bonds. The Board may require that all officers and employees of the Association handling or responsible for Association funds shall furnish adequate Fidelity Bonds. The premiums on such bonds shall be paid by the Association and shall be a Common Expense.

Section 11. Acquiring and Conveying Interests in Real Estate. Whenever it becomes necessary in the opinion of the Board for the Association to acquire or convey any interest in real estate, title to such interest shall be taken and granted in the name of the President of the Association as Trustee for the members of the Association unless otherwise provided in the Declaration or Bylaws.

### ARTICLE III

#### OFFICERS

Section 1. Election and Designation of Officers. The Board shall elect a President, a Vice President, a Secretary and a

Treasurer, each of whom shall be a member of the Board. The Board may also appoint an Assistant Treasurer and an Assistant Secretary and such other officers as in their judgment may be necessary who are not members of the Board but who are members of the Association.

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

Section 3. President. The President shall be the chief executive officer of the Association. He shall preside at all meetings of members of the Association and shall preside at all meetings of the Board. Subject to directions of the Board, the President shall have general executive supervision over the business and affairs of the Association. He may execute all authorized deeds, contracts and other obligations of the Association and shall have such other authority and shall perform such other duties as may be determined by the Board or otherwise provided for in the Declaration or in these Bylaws.

Section 4. Vice President. The Vice President shall perform the duties of the President whenever the President is unable to act and shall have such other authority and perform such other duties as may be determined by the Board.

Section 5. Secretary. The Secretary shall keep the minutes of meetings of the members of the Association and of the Board. He shall keep such books as may be required by the Board, shall give notices of meetings of members of the Association and of the Board required by law, the Declaration or by these Bylaws, and shall have such authority and shall perform such other duties as may be determined by the Board.

Section 6. Treasurer. The Treasurer shall receive and have in charge all money, bills, notes and similar property belonging to the Association, and shall do with the same as may be directed by the Board. He shall keep accurate financial accounts and hold the same open for the inspection and examination of the Board and shall have such authority and shall perform such other duties as may be determined by the Board.

Section 7. Other Officers. The Assistant Secretaries and Assistant Treasurers, if any, and any other officers whom the Board may appoint shall, respectively, have such authority and perform such duties as may be determined by the Board.

Section 8. Delegation of Authority and Duties. The Board is authorized to delegate the authority and duties of any officer to any other officer and generally to control the action of the officers and to require the performance of duties in addition to those mentioned herein.

#### ARTICLE IV

##### GENERAL POWERS OF THE ASSOCIATION

Section 1. Common Expenses. The Association, for the benefit of all the Unit Owners, shall pay all Common Expenses arising with respect to, or in connection with, the Condominium Property, including, without limitation, the following:

A. Utility Service. The cost of waste removal, electricity, telephone, heat, power or any other utility service for the Common Areas and Facilities excluding the Limited Common Areas and Facilities. The water charges billed to each Unit Owner shall be combined and paid by the Association and assessed against the Unit Owners as a Common Expense. The Association shall have the right to levy special assessments against any Unit Owner to reimburse the Association for excessive use, as shall be determined by the Board, by such Unit Owner of any utility service, the expense of which is a Common Expense;

B. Casualty Insurance. The premium upon a policy or policies of Casualty Insurance insuring the Condominium Property, buildings, structures or other improvements, with extended coverage, vandalism and malicious mischief endorsements, as provided in the Declaration, the amount of which insurance shall be reviewed annually;

C. Liability Insurance. The premium upon policy or policies insuring the Association, the members of the Board, the Unit Owners and the Occupants against liability for personal injury, disease, illness or death or for injury to or destruction of property occurring upon, in or about, or arising from or relating to the Common Areas and Facilities, as provided in the Declaration, the limits of which policy shall be reviewed annually;

D. Workmen's Compensation. Workmen's compensation insurance to the extent necessary to comply with any applicable laws;

E. Wages and Fees for Services. The fees for services of any person or firm employed by the Association, including, without limitation, the services of a person or firm to act as a manager or managing agent for the Condominium Property, the services of any person or persons required for the maintenance or operation of the Condominium Property (including a recreation director, if any), and legal and/or accounting services necessary or proper in the operation of the Condominium Property or the enforcement of the Declaration and these Bylaws and for the organization, operation and enforcement of the rights of the Association;

F. Care of Common Areas and Facilities. The cost of landscaping, gardening, snow removal, painting, cleaning, tuckpointing, maintaining, decorating, repairing and replacing of the Common Areas and Facilities, excluding the Limited Common Areas and Facilities;

G. Additional Expenses. The cost of any materials, supplies, furniture, labor, services, maintenance, repairs, replacements, structural alterations and insurance, which the Association is required to secure or pay for pursuant to the terms of the Declaration and these Bylaws or by law or which the Association deems necessary or proper for the maintenance and operation of the Condominium Property as a first class Condominium Project or for the enforcement of the Declaration and these Bylaws;

H. Discharge of Mechanic's Liens. Any amount necessary to discharge any mechanic's lien or other encumbrance which may in the opinion of the Association constitute a lien against the Condominium Property or against the Common Areas and Facilities, rather than merely against the interests therein of such Unit Owner responsible for the existence of such lien or encumbrances provided, however, that the Association shall levy a special assessment against such Unit Owner to recover the amount expended in discharging such lien or encumbrance;

I. Certain Maintenance of Units. The cost of the maintenance and repair of the Limited Common Areas and Facilities and of any Unit, if such maintenance or repair is necessary, in the discretion of the Association, to prevent damage to or destruction of any part of the Common Areas and Facilities, or any other Unit, and the Unit Owner having the exclusive right to use such Limited Common Areas and Facilities or owning such Unit requiring such maintenance or repair shall have failed or refused to perform said maintenance or repair within a reasonable time after written notice of the necessity of said maintenance or repair delivered by the Association to said Unit Owner; provided, however, that the Association shall levy a special assessment against such Unit Owner to recover the amount expended for such maintenance or repair.

Section 2. Association's Right to Enter Units. The Association or its agents may enter any Unit or Limited Common Area and Facilities when necessary in connection with any maintenance, repair or construction for which the Association is responsible. Such entry shall be made with as little inconvenience to the Unit Owner as practicable, and any damage caused thereby shall be repaired by the Association. In the event of any emergency originating in or threatening any Unit whether or not at a time when required alterations or repairs are scheduled, the managing agent or his representative or any other person may enter the Unit immediately, whether the Unit Owner is present or not.

Section 3. Capital Additions and Improvements. Whenever in the judgment of the Board the Common Areas and Facilities shall require additions, alterations or improvements (as opposed to maintenance, repair and replacement) costing in excess of \$1,000.00 and the making of such additions, alterations or improvements shall have been approved by Unit Owners entitled to exercise not less than 75% of the voting power, the Board shall proceed with such additions, alterations or improvements and shall assess all Unit Owners for the cost thereof as a Common Expense. Any additions, alterations or improvements costing \$1,000.00 or less may be made by the Board without approval of the Unit Owners, and the cost thereof shall constitute a Common Expense.

Section 4. Rules and Regulations. The Association, by vote of the members entitled to exercise a majority of the voting power of the Association, or the Board, may adopt such reasonable Rules and from time to time amend the same as it or they may deem advisable for the maintenance, conservation and beautification of the Condominium Property, and for the health, comfort, safety and general welfare of the Unit Owners and Occupants. Written notice of such Rules shall be given to all Unit Owners and Occupants and the Condominium Property shall at all times be maintained subject to such Rules. In the event such Rules shall conflict with any provisions of the Declaration or of these Bylaws, the provisions of the Declaration and of these Bylaws shall govern.

Section 5. Special Services. The Association may arrange for special services and facilities for the benefit of such Unit Owners and Occupants as may desire to pay for the same, including, without limitation, the cleaning, repair and maintenance of Units and special recreational, educational or medical facilities. The cost of any such special services or facilities shall be determined by the Association and may be charged directly to participating Unit Owners as a special assessment or paid by the Association as a Common Expense, in which case a special assessment shall be levied against such participating Unit Owners to reimburse the Association therefor.



Section 6. Delegation of Duties. Nothing herein contained shall be construed so as to preclude the Association, through its Board and officers, from delegating in accordance with the Declaration, to persons, firms or corporations, including any manager or managing agent, such duties and responsibilities of the Association as the Board shall from time to time specify, and to provide for reasonable compensation for the performance of such duties and responsibilities.

## ARTICLE V

### FINANCES OF ASSOCIATION

Section 1. Preparation of Estimated Budget. After the organization of the Association and the election of the first Board each year on or before December 1st, the Association shall estimate the total amount necessary to pay all the Common Expenses for the next calendar year together with a reasonable amount considered by the Association to be necessary for a reserve for contingencies and replacements, and shall on or before December 15th notify each Unit Owner in writing as to the amount of such estimate, with reasonable itemization thereof. The "estimated cash requirement" shall be assessed to the Unit Owners according to each Unit Owner's percentage of ownership in the Common Areas and Facilities as set forth in the Declaration. On or before January 1st of the ensuing year, and the 1st of each and every month of said year, each Unit Owner shall be obligated to pay to the Association or as it may direct one-twelfth (1/12) of the assessment made pursuant to this Section. On or before the date of the annual meeting of each calendar year, the Association shall supply to all Unit Owners an itemized accounting of the Common Expenses for the preceding calendar year actually incurred and paid together with a tabulation of the amounts collected pursuant to the estimates provided, and showing the net amount over or short of the actual expenditures plus reserves. Any amount accumulated in excess of the amount required for actual expenses and reserves shall be credited according to each Unit Owner's percentage of ownership in the Common Areas and Facilities to the next monthly installments due from Unit Owners under the current year's estimate, until exhausted, and any net shortage shall be added according to each Unit Owner's percentage of ownership in the Common Areas and Facilities to the installments due in the succeeding six months after rendering the accounting.

Section 2. Reserve for Contingencies and Replacements. The Association shall build up and maintain a reasonable reserve for contingencies and replacement. Extraordinary expenditures not originally included in the annual estimate which may be necessary for the year and approved by a majority of the percentage of interest in the Common Areas and Facilities shall be charged first against such reserve. If said "estimated cash requirement" proves inadequate for any reason, including non-payment of any Unit Owner's assessment, such extraordinary expenditures shall be assessed to the Unit Owners according to each Unit Owner's percentage of ownership in the Common Areas and Facilities. The Association shall serve notice of such further assessment on all Unit Owners by a statement in writing giving the amount and reasons therefor, and such further assessment shall be payable with the next regular monthly payment becoming due to the Association not less than ten (10) days after the delivery or mailing of such notice of further assessment. All Unit Owners shall be obligated to pay the adjusted monthly amount.

Section 3. Assessments Prior to Organization of Association. Until such time as the Association is organized, monthly assessments in an amount to be determined by Grantor shall be paid to Grantor by

the owner of each unit (including those units owned by Grantor). Such payments in such amount shall continue to be paid until the amount thereof shall be readjusted in accordance with the provisions of the Declaration and these Bylaws, following the organization of the Association. After organization of the Association, Grantor shall continue to pay its proportionate share of the monthly assessment to the Association for each unit owned by Grantor. However, Grantor may waive the payment of monthly assessments by Unit Owners and in lieu thereof assume payment of the actual expense of operation of the Condominium Property until organization of the Association is completed and the Association is operating.

Section 4. Budget After Election of First Board. When the first Board elected hereunder takes office, the Association shall determine the "estimated cash requirement", as hereinabove defined, for the period commencing thirty (30) days after said election and ending on December 31st of the calendar year in which said election occurs. Assessments shall be levied against the Unit Owners during said period as provided in Section 1 of this Article V.

Section 5. Failure to Prepare Annual Budget. The failure or delay of the Association to prepare or deliver to the Unit Owner the annual or adjusted estimate shall not constitute a waiver or release in any manner of such Unit Owner's obligation to pay the maintenance costs and necessary reserves, as herein provided, whenever the same shall be determined, and in the absence of any annual estimate or adjusted estimate, the Unit Owner shall continue to pay the monthly maintenance charge at the existing monthly rate established for the previous period until the monthly maintenance payment which is due more than ten (10) days after such new annual or adjusted estimate shall have been mailed or delivered.

Section 6. Books and Records of Association. The Association shall keep full and correct books of account and the same shall be open for inspection by any Unit Owner or his representative duly authorized in writing, at such reasonable time or times during normal business hours as may be requested by such Unit Owner. Upon ten (10) days notice to the Board and payment of a reasonable fee, any Unit Owner shall be furnished a statement of his account setting forth the amount of any unpaid assessments or other charges due and owing from such Unit Owner.

Section 7. Status of Funds Collected by Association. All funds collected hereunder shall be held and expended solely for the purposes designated herein, and (except for such special assessments as may be levied hereunder against less than all of the Unit Owners, and for such adjustments as may be required to reflect delinquent or prepaid assessments) shall be deemed to be held for the use, benefit and account of all of the Unit Owners in proportion to each Unit Owner's percentage ownership in the Common Areas and Facilities as provided in the Declaration.

Section 8. Annual Audit. The books of the Association shall be audited once a year by the Board and such audit shall be completed prior to each annual meeting. If requested by two members of the Board, such audit shall be made by a Certified Public Accountant. In addition and at any time requested by ten or more Unit Owners, the Board shall cause an additional audit to be made.

## ARTICLE VI

### GENERAL PROVISIONS

Section 1. Indemnification of Board Members and Officers. Each Board member and officer of the Association shall be indemni-

fied by the Association against the costs and expenses reasonably incurred by him in connection with the defense of any action, suit or proceeding to which he is made a party by reason of his being or having been a Board member or officer of the Association (whether or not he is a Board member or officer at the time of incurring such costs and expenses), except with respect to matters as to which he shall be adjudged in such action, suit or proceeding to be liable for misconduct or negligence in the performance of his duty as such Board member or officer. In case of the settlement of any action, suit or proceeding to which any Board member or officer of the Association is made a party or which may be threatened to be brought against him by reason of his being or having been a Board member or officer of the Association, he shall be indemnified by the Association against the costs and expenses (including the cost of settlement) reasonably incurred by him in connection with such action, suit or proceeding (whether or not he is a Board member or officer at the time of incurring such costs and expenses), if (A) the Association shall be advised by independent counsel that such Board member or officer did not misconduct himself or was not negligent in the performance of his duty as such Board member or officer with respect to the matters covered by such action, suit or proceeding, and the cost to the Association of indemnifying such Board member or officer (and all other Board members and officers, if any, entitled to indemnification hereunder in such case) if such action, suit or proceeding were carried to a final adjudication in their favor could reasonably be expected to exceed the amount of costs and expenses to be reimbursed to such Board members and officers as a result of such settlement, or (B) disinterested Association members entitled to exercise a majority of the voting power shall, by vote at any annual or special meeting of the Association, approve such settlement and the reimbursement to such Board member or officer of such costs and expenses. The phrase (disinterested members) shall mean all members of the Association other than (1) any Board member or officer of the Association who at the time is or may be entitled to indemnification pursuant to the foregoing provisions, (2) any corporation or organization of which any such Board member or officers owns of record or beneficially 10% or more of any Class of voting securities, (3) any firm of which such Board member or officer is a partner, and (4) any spouse, child, parent, brother or sister of any such Board member or officer. The foregoing rights of indemnification shall inure to the benefit of the heirs and legal representatives of each such Board member or officer, and shall not be exclusive of other rights to which any Board member or officer may be entitled as a matter of law or under the Declaration, any vote of Association members or any agreement.

**Section 2. Amendments.** Provisions of these Bylaws 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 a majority of the voting power. No such amendment shall conflict with the provisions of the Declaration or of Chapter 5311 of the Ohio Revised Code.

**Section 3. Definitions.** The terms used in these Bylaws (except as herein otherwise expressly provided or unless the context otherwise requires) for all purposes of these Bylaws and of any amendment hereto shall have the respective meanings specified in Section 1 of the Declaration.

IN WITNESS WHEREOF, the said SPADE ROCKLEDGE TERRACE CONDOMINIUM DEVELOPMENT CORPORATION has caused this instrument to be executed by its President this 28 day of July, 19 76.

Signed and Acknowledged  
in the Presence of:

*James F. Keller*  
*Roger W. Van Deusen*

SPADE ROCKLEDGE TERRACE CONDOMINIUM  
DEVELOPMENT CORPORATION

By *Rita Curran* Pres.

STATE OF OHIO )  
 ) SS.  
COUNTY OF CUYAHOGA )

BEFORE ME, a Notary Public in and for said County and State, personally appeared Peter Marcoff, President of SPADE ROCKLEDGE TERRACE CONDOMINIUM DEVELOPMENT CORPORATION, who, having been first duly sworn, acknowledged that he did execute the foregoing instrument and that the same was his free act and deed individually and as such officer and the free act and deed of said Corporation.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed my official seal at Cleveland, Ohio, this 28 day of July, 1976.



*Mary Beth Kelleher*  
Notary Public

MARY BETH KELLEHER, Notary Public  
For Cuyahoga County, Ohio  
My commission expires Dec. 16, 1979

This instrument prepared by:

Roger W. Van Deusen, Esquire  
Metzenbaum, Gaines & Stern Co., L.P.A.  
1700 Investment Plaza  
Cleveland, Ohio 44114  
(216) 696-4666

EXHIBIT "F"

see pages 1 through 10 of Exhibit "A"

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RECORDED  
MARK McLEROY  
COUNTY CLERK  
Aug 3 3 03 PM '76  
VOL 14275 PG 173

CUYAHOGA COUNTY RECORDER  
PATRICK J. OMALLEY  
DECL 08/29/2005 12:44:00 PM  
**200508290971**

AMENDMENTS TO THE  
DECLARATION OF CONDOMINIUM OWNERSHIP  
FOR  
SPADE ROCKLEDGE TERRACE CONDOMINIUM

PLEASE CROSS MARGINAL REFERENCE WITH THE DECLARATION OF  
CONDOMINIUM OWNERSHIP FOR SPADE ROCKLEDGE TERRACE  
CONDOMINIUM RECORDED AT VOLUME 14275, PAGE 173 ET SEQ. OF THE  
CUYAHOGA COUNTY RECORDS.

**AMENDMENTS TO THE**  
**DECLARATION OF CONDOMINIUM OWNERSHIP FOR**  
**SPADE ROCKLEDGE TERRACE CONDOMINIUM**

**WHEREAS**, the Declaration of Condominium Ownership for Spade Rockledge Terrace Condominium Unit Owners' Association Condominium (the "Declaration") and the Bylaws of Spade Rockledge Terrace Condominium Unit Owners' Association (the "Bylaws"), Exhibit "E" to the Declaration, were recorded at Cuyahoga County Records Volume 14275, Page 173 et seq., and

**WHEREAS**, Section 5311.05(E)(1) of the Ohio Revised Code, as amended on July 20, 2004, authorizes the Board of Directors, without a vote of the Owners, to amend the Declaration "to bring the Declaration in compliance with this Chapter," and

**WHEREAS**, the Board of Directors approved the following matters to be modified (the "Amendments") in order to bring the Declaration into compliance with Ohio Revised Code Chapter 5311, and

**WHEREAS**, the proceedings necessary to amend the Declaration and Bylaws as permitted by Chapter 5311 of the Ohio Revised Code and the Declaration of Condominium Ownership for Spade Rockledge Terrace Condominium have in all respects been complied with.

**NOW THEREFORE**, the Declaration of Condominium Ownership for Spade Rockledge Terrace Condominium is hereby amended by the Board of Directors as follows:

- (1) All references in the Declaration and Bylaws to the term "Common Areas" or "Common Areas and Facilities" shall be replaced with the term "Common Elements."
- (2) All references in the Declaration and Bylaws to the term "Limited Common Areas" or "Limited Common Areas and Facilities" shall be replaced with the term "Limited Common Elements."
- (3) All references in the Declaration and Bylaws to the term "Board of Managers" shall be replaced with the term "Board of Directors."
- (4) **DELETE DECLARATION SECTION 7(D)**, entitled Service of Process, in its entirety. Said deletion is to be made on Page 7 of the Declaration, as recorded at Cuyahoga County Records, Volume 14275, Page 173 et seq.

**INSERT a new DECLARATION SECTION 7(D)**, entitled Service of Process." Said addition, to be made on Page 7 of the Declaration, as recorded at Cuyahoga County Records, Volume 14275, Page 173 et seq., is as follows:



(D) Service of Process. The person to receive service of process for the Association shall be as designated by the Board. This designation will be accomplished by filing with the Ohio Secretary of State the required statutory agent designation form.

(5) INSERT a new PARAGRAPH C, entitled "Enforcement Assessments," to the end of DECLARATION SECTION 17. Said new addition, to be added on Page 21 of the Declaration, as recorded at Cuyahoga County Records, Volume 14275, Page 173 et seq., is as follows:

C. Enforcement Assessments. In accordance with Ohio Revised Code Section 5311.081(B)(12), the Board shall have the authority to impose interest and administrative late fees for the late payment of Assessments; impose returned check charges; and, in accordance with the procedure outlined in Ohio Revised Code Section 5311.081(C)(1), impose reasonable enforcement Assessments for violations of the Declaration, the Bylaws, and the rules of the Association, and reasonable charges for damage to the Common Elements.

(6) INSERT a new 2<sup>nd</sup> PARAGRAPH to the end of DECLARATION SECTION 9 PARAGRAPH B, entitled "Lien of Association." Said new addition, to be added on Page 9 of the Declaration, as recorded at Cuyahoga County Records, Volume 14275, Page 173 et seq., is as follows:

In accordance with Ohio Revised Code Section 5311.18(A)(1)(b), the Association has a lien upon each Unit's ownership interest for any unpaid interest, administrative late fees, enforcement Assessments, and collection costs, attorney's fees, and paralegal fees.

(7) INSERT a new SUBPARAGRAPH to the end of DECLARATION SECTION 11, PARAGRAPH (L), entitled "Rental of Units." Said new addition, to be added on Page 14 of the Declaration, as recorded at Cuyahoga County Records, Volume 14275, Page 173 et seq., and as amended at Cuyahoga County Records, Volume 91-5112, Page 43 et seq., is as follows:

In accordance with Ohio Revised Code Section 5311.19(B), the Association may initiate eviction proceedings, pursuant to Chapters 5321 and 1923 of the Revised Code, to evict a tenant. The action shall be brought by the Association, as the Unit Owner's Agent, in the name of the Unit Owner. In addition to any procedures required by Chapters 5321 and 1923 of the Revised Code, the Association shall give the Unit Owner at least ten days written notice of the intended eviction action. The costs of any eviction

action, including reasonable attorney's fees, shall be charged to the Unit Owner and shall be the subject of a special Assessment against the offending Unit and made a lien against that Unit.

(8) INSERT a new 2<sup>nd</sup> SUBPARAGRAPH to the end of DECLARATION SECTION 9, PARAGRAPH A, entitled "Division of Common Profits and Common Expenses." Said new addition, to be added on Page 9 of the Declaration, as recorded at Cuyahoga County Records, Volume 14275, Page 173 et seq., is as follows:

In accordance with Ohio Revised Code Section 5311.18(A)(2), the Association shall credit payments made by a Unit Owner in the following order of priority:

- (1) First, to interest owed to the Association;
- (2) Second, to administrative late fees owed to the Association;
- (3) Third, to collection costs, attorney's fees, and paralegal fees incurred by the Association; and
- (4) Fourth, to the principal amounts the Unit Owner owes to the Association for the common expenses or enforcement Assessments chargeable against the Unit.

(9) INSERT a new PARAGRAPH D, entitled "Suspended Rights," to DECLARATION SECTION 17. Said new addition, to be added on Page 21 of the Declaration, as recorded at Cuyahoga County Records, Volume 14275, Page 173 et seq., is as follows:

D. Suspended Rights. In accordance with Ohio Revised Code Section 5311.081(B)(18), when a Unit Owner is delinquent in the payment of Assessments for more than thirty (30) days, the Board may, by a majority vote, suspend the voting privileges of the owner and/or right of the occupants to use the recreational facilities.

(10) INSERT a new 2<sup>nd</sup> PARAGRAPH to the end of BYLAWS ARTICLE IV, SECTION 5, entitled "Special Services." Said new addition, to be added on Page 7 of the Bylaws, Exhibit "E" of the Declaration, as recorded at Cuyahoga County Records, Volume 14275, Page 173 et seq., is as follows:

In accordance with Ohio Revised Code Section 5311.081(B)(15), the Board may impose reasonable charges to the Unit Owner for providing copies of the Declaration, Bylaws or amendments thereto as well as reasonable charges for the handling of re-financing and/or resale documentation, and/or statements of unpaid Assessments.

(11) INSERT a new PARAGRAPH M, entitled "Owner/Resident Information," to DECLARATION SECTION 11. Said new addition, to be added on Page 14 of the Declaration, as recorded at Cuyahoga County Records, Volume 14275, Page 173 et seq., is as follows:

M. Owner/Resident Information. In accordance with Ohio Revised Code Section 5311.09(A)(2) and (3), each Unit Owner shall, within thirty (30) days of the recording of this Amendment or within thirty (30) days of title transferring to the Unit Owner, provide to the Association the Unit Owner's and/or all occupants' names, home and business mailing addresses, home and business telephone numbers, and the name, business address and business telephone number of any person who manages the Unit as an agent of that Owner. Any change in the information shall be provided to the Board, in writing, within thirty (30) days of said change.

(12) MODIFY the 2<sup>nd</sup> SENTENCE of BYLAWS ARTICLE II, SECTION 1, entitled "Number and Qualification," and INSERT a new SENTENCE thereafter. Said modification, to be made on Page 2 of the Bylaws, Exhibit "E" of the Declaration, as recorded at Cuyahoga County Records, Volume 14275, Page 173 et seq., is as follows: (deleted language is crossed out; new language is underlined)

All persons nominated or elected to the Board shall be a Unit Owner, or the spouse of a Unit Owner, and Occupant. That notwithstanding, no one (1) Unit may be represented by more than one (1) person on the Board at any one (1) time.

(13) INSERT a new 2<sup>nd</sup> SENTENCE to the end of BYLAWS ARTICLE II, SECTION 5, entitled "Regular Meetings." Said new addition, to be added on Page 3 of the Bylaws, Exhibit "E" of the Declaration, as recorded at Cuyahoga County Records, Volume 14275, Page 173 et seq., is as follows:

In accordance with Ohio Revised Code Section 5311.08(A)(4)(a), any Board meeting may be held in person or by any method of communication, including electronic or telephonic communication, provided that each Board member can hear, participate and respond to every other Board member.

(14) INSERT a new SENTENCE to the end of BYLAWS ARTICLE V, SECTION 1, entitled "Preparation of Estimated Budget." Said new addition, to be added on Page 8 of the Bylaws, Exhibit "E" of the Declaration, as recorded at Cuyahoga County Records, Volume 14275, Page 173 et seq., is as follows:

In accordance with Ohio Revised Code Section 5311.21, in the alternative, if the Association has collected a Common Surplus at the end of any fiscal year, the Board may determine that such amount will be applied toward reserves.

(15) INSERT a new PARAGRAPH (g) to BYLAWS ARTICLE II, SECTION 8, entitled "Powers and Duties," and INSERT new SUBPARAGRAPHS (a), (b), (c), (d and (e), thereafter. Said new additions to be added on Page 4 of the Bylaws, Exhibit "E" of the Declaration, as recorded at Cuyahoga County Records, Volume 14275, Page 173 et seq., is as follows:

(g) In accordance with Ohio Revised Code Section 5311.081(B), in addition to all other powers enumerated herein, the Board may exercise all powers of the Association, including the power to do the following:

(1) Hire and fire attorneys, accountants, and other independent contractors and employees that the Board determines are necessary or desirable in the management and/or operation of the Condominium Property and the Association;

(2) Commence, defend, intervene in, settle, or compromise any civil, criminal, or administrative action or proceeding that is in the name of, or threatened against, the Association, the Board, or the Condominium Property, or that involves two or more Unit Owners and relates to matters affecting the Condominium Property;

(3) Grant easements, leases, licenses, and concessions through or over the Common Elements;

(4) Impose and collect fees or other charges for the use, rental, or operation of the Common Elements or for services provided to Unit Owners;

(5) Invest excess funds in investments that meet standards for fiduciary investments under Ohio law.

Any conflict between the above provisions and any other provisions of the Declaration and Bylaws shall be interpreted in favor of the above amendments. Upon the recording of these amendments, only Unit Owners of record at the time of such filing shall have standing to contest the validity of these amendments, whether on procedural, substantive or any other grounds, provided further that any such challenge shall be brought in the court of common pleas within one year of the recording of the amendments.

IN WITNESS WHEREOF, the said Spade Rockledge Terrace Condominium Unit Owners Association has caused the execution of this instrument this 18<sup>th</sup> day of August, 2005.

**SPADE ROCKLEDGE TERRACE CONDOMINIUM UNIT OWNERS ASSOCIATION**

By: Sharon Reindel  
SHARON REINDEL, its President

STATE OF OHIO                     )  
  )     SS  
COUNTY OF CUYAHOGA         )

BEFORE ME, a Notary Public, in and for said County, personally appeared the above named Spade Rockledge Terrace Condominium Unit Owners Association, by Sharon Reindel, its President, who acknowledged that she did sign the foregoing instrument, on Page 7 of 7, and that the same is the free act and deed of said corporation and the free act and deed of her personally and as such officer.

IN WITNESS WHEREOF, I have hereunto set my hand and official seal in Broadview Heights Ohio, this 18<sup>th</sup> day of August, 2005.

Anne Marie Reichert  
NOTARY PUBLIC

Anne Marie Reichert - Notary Public  
State of Ohio - Cuyahoga County  
Commission Expires: May 15, 2010

This instrument prepared by:  
KAMAN & CUSIMANO, Attorneys at Law  
50 Public Square  
600 Terminal Tower  
Cleveland, Ohio 44113  
(216) 696-0650

RECORDED THIS DATE  
FRANK J. JESS  
11/10/13 11:11 AM

91 AUG 13 PM 2:35

VOL. 91-5112 PAGE 43

121946

Amendment to  
Declaration of Condominium Ownership of  
Spade Rockledge Terrace Condominium

Prepared by:  
Dieter Domanovic  
Attorney at Law  
20325 Center Ridge Road  
Rocky River, Ohio 44116

121946

Amendment to  
Declaration of Condominium Ownership of  
Spade Rockledge Terrace Condominium

In accordance with the applicable provisions of Chapter 5311 of the Ohio Revised Code and pursuant to authority set forth Section 16 of said Declaration, which Declaration is recorded in Volume 14275, Pages 173 through 221 of the Deed Records of Cuyahoga County, Ohio, the Spade Rockledge Terrace Condominium Unit Owners Association, by an affirmative vote of not less than seventy-five percent (75%) of the voting power of the Association, does hereby amend Paragraph L of Section 11 (Rental of Units) of the Declaration of Condominium Ownership by deleting the text in its entirety and substituting the following:

\* \* \*

L. No unit shall be leased or rented (collectively "lease") by a unit owner to others as a regular practice for business, speculative, investment or other similar purpose. To meet special situations and to avoid undue hardship, the Board of Managers may grant permission to an owner to lease his unit to a specified renter for a period not less than four (4) consecutive months nor more than twenty-four (24) consecutive months. All leases shall be made subject to the covenants and restrictions of this Declaration. The foregoing restriction on leasing shall not apply to unit owners who are leasing units prior to the effective date of this Amendment; however, any successor to such unit owner, whether such unit was acquired by purchase, sale, inheritance, foreclosure, lease option, land contract, gift or any other transfer of legal or beneficial ownership following the effective date of this Amendment shall be bound by the lease restrictions contained within this Amendment. All leasing, for terms beginning after the effective date of this Amendment must be approved in writing by the Board of Managers. Unit owners seeking permission to lease shall give the Board of Managers the appropriate notice as required under Section 18 of this Declaration. Under circumstances where renting is allowed, no unit shall be

rented by the unit owner for transient or hotel purposes which shall be defined: (1) rental for any period less than thirty days; or (2) any rental if the occupants of the units are provided customary hotel service such as room service for food and beverage, maid service, furnishing of laundry and linen, and bellboy service; or (3) rental to roomers or boarders, i.e. rental of one or more persons of a portion of a unit only. No lease may be of less than the entire unit. Any conflict between this provision or other provisions of this Declaration shall be interpreted in favor of this restriction on leasing.

\* \* \*

In witness whereof, the unit owners exercising not less than seventy-five 75% of the voting power of Spade Rockledge Terrace Condominium Association set their hands to this instrument as of the 2nd day of April, 1991.

Witnesses:

Mary Rozeminski  
Anthony Schaffel

Signature:

Julia Schaffel  
Unit No. # 113

Witnesses:

Mary Rozeminski  
[Signature]

Signature:

Sam V. Elch  
Unit No. # 111

Witnesses:

Mary Rozeminski  
[Signature]

Signature:

Nicholas Rozeminski  
Unit No. # 114



CUYAHOGA COUNTY RECORDER  
PATRICK J. OMALLEY - 6  
DECL 06/13/2006 03:36:23 PM  
**200606131180**

AMENDMENT TO THE  
DECLARATION OF CONDOMINIUM OWNERSHIP  
FOR  
SPADE ROCKLEDGE TERRACE CONDOMINIUM

PLEASE CROSS MARGINAL REFERENCE WITH THE DECLARATION OF  
CONDOMINIUM OWNERSHIP FOR SPADE ROCKLEDGE TERRACE  
CONDOMINIUM RECORDED AT VOLUME 14275, PAGE 173 ET SEQ. OF THE  
CUYAHOGA COUNTY RECORDS.

**AMENDMENT TO THE**  
**DECLARATION OF CONDOMINIUM OWNERSHIP FOR**  
**SPADE ROCKLEDGE TERRACE CONDOMINIUM**

**WHEREAS**, the Declaration of Condominium Ownership for Spade Rockledge Terrace Condominium (the "Declaration") was recorded at Cuyahoga County Records Volume 14275, Page 173 et seq., and

**WHEREAS**, the Spade Rockledge Terrace Condominium Unit Owners Association (the "Association") is a corporation consisting of all Unit Owners in Spade Rockledge Terrace Condominium and as such is the representative of all Unit Owners, and

**WHEREAS**, Section 16 of said Declaration authorizes amendments to the Declaration, and

**WHEREAS**, Unit Owners representing at least 75% of the Association's voting power have executed instruments in writing setting forth specifically the matter to be modified (the "Amendment"), and

**WHEREAS**, the Association has in its records the signed, written consents to the Amendment signed by Unit Owners representing 75.00% of the Association's voting power as of April 7, 2006, and

**WHEREAS**, the Association has in its records the power of attorney signed by Unit Owners representing 75.00% of the Association's voting power authorizing the Association's officers to execute the Amendment on their behalf, and

**WHEREAS**, attached hereto as Exhibit A is an Affidavit of the Association's President that copies of the Amendment will be mailed by certified mail to all mortgagees on the records of the Association once the Amendment is recorded with the Cuyahoga County Recorder's Office, and

**WHEREAS**, attached hereto as Exhibit B is a certification from the Association's Secretary as to the consenting mortgagees, on the records of the Association, to the Amendment, and

**WHEREAS**, the proceedings necessary to amend the Declaration as required by Chapter 5311 of the Ohio Revised Code and the Declaration of Condominium Ownership for Spade Rockledge Terrace Condominium have in all respects been complied with.

**NOW THEREFORE**, the Declaration of Condominium Ownership for Spade Rockledge Terrace Condominium is hereby amended by the following:

**DELETE DECLARATION SECTION 11, PARAGRAPH E entitled, "Animals and Pets," in its entirety. Said deletion is to be taken from Page 13 of the Declaration, as recorded at Cuyahoga County Records, Volume 14275, Page 173 et seq., and as amended at Cuyahoga County Records, Volume 96-04522, Page 38 et seq.**

**INSERT a new DECLARATION SECTION 11, PARAGRAPH E entitled, "Animals and Pets." Said new addition, to be added on Page 13 of the Declaration, as recorded at Cuyahoga County Records, Volume 14275, Page 173 et seq., and as amended at Cuyahoga County Records, Volume 96-04522, Page 38 et seq., is as follows:**

**E.     Animals and Pets. No animals, birds, livestock or reptiles of any kind shall be raised, bred or kept on the property, except that one (1) dog, not to weigh more than twenty (20) pounds when full grown, (excluding, however, any dog of vicious breed, including, without limitation, any dog of full or mixed pit-bull, rottweiler or Presa Canario breeds, which are strictly prohibited from residing, visiting or being anywhere on the property at anytime, except as specifically authorized in writing by the Board) and two (2) cats may be kept in each Unit subject to Rules adopted by the Board, provided that they are not kept, bred, or maintained for any commercial purpose. Any pet causing or creating a nuisance or disturbance shall be permanently removed from the property upon three (3) days' written notice from the Association. All pets must be registered with the Association through the Management Company.**

**Any conflict between this provision and any other provisions of the Restrictions and Bylaws shall be interpreted in favor of this restriction on pet ownership. Upon the recording of this amendment, only owners of record at the time of such filing shall have standing to contest the validity of the amendment, whether on procedural, substantive or any other grounds, provided further that any such challenge shall be brought in the court of common pleas within one year of the recording of the amendment.**

IN WITNESS WHEREOF, the said Spade Rockledge Terrace Condominium Unit Owners Association has caused the execution of this instrument this 8<sup>th</sup> day of June, 2006.

**SPADE ROCKLEDGE TERRACE CONDOMINIUM UNIT OWNERS ASSOCIATION**

By: Judith M. Kocielek  
JUDITH M. KOCIELEK, its President

By: Jim Seaman  
JIM SEAMAN, its Secretary

STATE OF OHIO                    )  
  )     SS  
COUNTY OF CUYAHOGA        )

BEFORE ME, a Notary Public, in and for said County, personally appeared the above named Spade Rockledge Terrace Condominium Unit Owners Association, by its President and its Secretary, who acknowledged that they did sign the foregoing instrument, on Page 4 of 6, and that the same is the free act and deed of said corporation and the free act and deed of each of them personally and as such officers.

IN WITNESS WHEREOF, I have hereunto set my hand and official seal in Broadview Heights, Ohio, this 8<sup>th</sup> day of June, 2006.

Anne Marie Reichert  
NOTARY PUBLIC

This instrument prepared by:  
KAMAN & CUSIMANO, Attorneys at Law  
50 Public Square  
600 Terminal Tower  
Cleveland, Ohio 44113  
(216) 696-0650

Anne Marie Reichert - Notary Public  
State of Ohio - Cuyahoga County  
Commission Expires: May 15, 2010

EXHIBIT A

AFFIDAVIT

STATE OF OHIO                     )  
  )  
COUNTY OF CUYAHOGA        )     SS

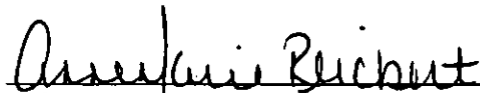
JUDITH M. KOCIELEK, being first duly sworn, states as follows:

1. She is the duly elected and acting President of the Spade Rockledge Terrace Condominium Unit Owners Association.
2. Copies of the Amendment to the Declaration of Condominium Ownership for Spade Rockledge Terrace Condominium are to be mailed by certified mail to all mortgagees having bona fide liens of record against any Unit Ownerships of whose mortgage interests notice had been given to the Association.
3. Further affiant sayeth naught.

  
JUDITH M. KOCIELEK, President

BEFORE ME, a Notary Public, in and for said County, personally appeared the above named JUDITH M. KOCIELEK who acknowledges that she did sign the foregoing instrument and that the same is her free act and deed.

IN TESTIMONY WHEREOF, I have hereunto set my hand and official seal in Broadview Heights, Ohio, this 8<sup>th</sup> day of June, 2006.

  
NOTARY PUBLIC

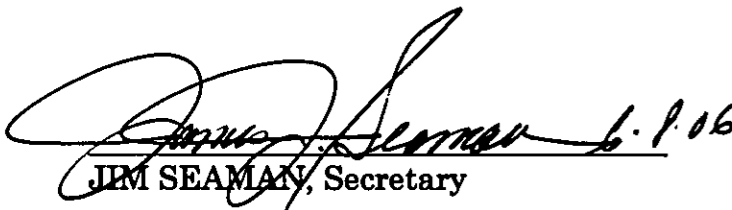
Anne Marie Reichert - Notary Public  
State of Ohio - Cuyahoga County  
Commission Expires: May 15, 2010

EXHIBIT B

CERTIFICATION OF SECRETARY

The undersigned, being the duly elected and qualified Secretary of the Spade Rockledge Terrace Condominium Unit Owners Association, hereby certifies that there is on file in the Association's records, the names of the following mortgagees, if any, who have consented to the proposed Amendment to the Declaration of Condominium Ownership for Spade Rockledge Terrace Condominium.

NONE

  
JIM SEAMAN, Secretary

STATE OF OHIO                     )  
  )     SS  
COUNTY OF CUYAHOGA         )

BEFORE ME, a Notary Public in and for said County, personally appeared the above named JIM SEAMAN who acknowledged that he did sign the foregoing instrument and that the same is his free act and deed.

IN TESTIMONY WHEREOF, I have hereunto set my hand and official seal in Broadview Heights, Ohio, this 8<sup>th</sup> day of June, 2006.

  
NOTARY PUBLIC

CUYAHOGA COUNTY RECORDER  
PATRICK J. OMALLEY  
DECL 06/07/2005 09:55:24 AM  
**200506070023**

AMENDMENT TO THE  
DECLARATION OF CONDOMINIUM OWNERSHIP  
FOR  
SPADE ROCKLEDGE TERRACE CONDOMINIUM

PLEASE CROSS MARGINAL REFERENCE WITH THE DECLARATION OF  
CONDOMINIUM OWNERSHIP FOR SPADE ROCKLEDGE TERRACE  
CONDOMINIUM RECORDED AT VOLUME 14275, PAGE 173 ET SEQ. OF THE  
CUYAHOGA COUNTY RECORDS.

CUYAHOGA COUNTY RECORDER  
200506070023 PAGE 1 of 6

**AMENDMENT TO THE**  
**DECLARATION OF CONDOMINIUM OWNERSHIP FOR**  
**SPADE ROCKLEDGE TERRACE CONDOMINIUM**

**WHEREAS**, the Declaration of Condominium Ownership for Spade Rockledge Terrace Condominium (the "Declaration") and the Bylaws of Spade Rockledge Terrace Condominium Unit Owners Association (the "Bylaws"), Exhibit "E" to the Declaration, was recorded at Cuyahoga County Records Volume 14275, Page 173 et seq., and

**WHEREAS**, the Spade Rockledge Terrace Condominium Unit Owners Association (the "Association") is a corporation consisting of all Unit Owners in Spade Rockledge Terrace Condominium and as such is the representative of all Unit Owners, and

**WHEREAS**, Section 16 of said Declaration authorizes amendments to the Declaration, and

**WHEREAS**, Unit Owners representing at least 75% of the Association's voting power have executed instruments in writing setting forth specifically the matter to be added (the "Amendment"), and

**WHEREAS**, the Association has in its records the signed, written consents to the Amendment signed by Unit Owners representing 77% of the Association's voting power as of April 15, 2005, and

**WHEREAS**, the Association has in its records the power of attorney signed by Unit Owners representing 77% of the Association's voting power authorizing the Association's officers to execute the Amendment on their behalf, and

**WHEREAS**, attached hereto as Exhibit A is an Affidavit of the Association's President that copies of the Amendment will be mailed by certified mail to all mortgagees on the records of the Association once the Amendment is recorded with the Cuyahoga County Recorder's Office, and

**WHEREAS**, attached hereto as Exhibit B is a certification from the Association's Secretary as to the consenting mortgagees, on the records of the Association, to the Amendment, and

**WHEREAS**, the proceedings necessary to amend the Declaration as required by Chapter 5311 of the Ohio Revised Code and the Declaration of Condominium Ownership for Spade Rockledge Terrace Condominium have in all respects been complied with.

**NOW THEREFORE**, the Declaration of Condominium Ownership for Spade Rockledge Terrace Condominium is hereby amended by the following:



INSERT a new BYLAWS Article II, Section 8(g). Said addition, to be made on Page 4 of the Bylaws, Exhibit "E" to the Declaration, as recorded at Cuyahoga County Records Volume 14275, Page 173 et seq., is as follows:

(g) Borrow money, assign its right to future income, including the right to receive common assessments, and issue, sell, or pledge notes, bonds, or other evidences of indebtedness of the Association as collateral for any monies borrowed, and execute related documents, provided that any such borrowing shall be limited to the purpose of acquiring funds to be used for the management and insurance of the condominium property, for the maintenance, repair and/or replacement of the condominium property, and/or for such capital additions, alterations or improvements as may be approved by the Unit Owners in accordance with these Bylaws.

Any conflict between this provision and any other provision in the Declaration and Bylaws shall be interpreted in favor of this provision giving the Board, on behalf of the Association, the authority to borrow funds for limited purposes. Upon the recording of this amendment, only Unit Owners of record at the time of such filing shall have standing to contest the validity of the amendment, whether of procedural, substantive or any other grounds, provided further that any such challenge shall be brought within the court of common pleas one year of the recording of the Amendment.

IN WITNESS WHEREOF, the said Spade Rockledge Terrace Condominium Unit Owners Association has caused the execution of this instrument this 2 day of June, 2005.

SPADE ROCKLEDGE TERRACE CONDOMINIUM UNIT OWNERS ASSOCIATION

By: Sharon Rein del  
SHARON REINDEL, its President

By: Judith M. Kocielek  
JUDITH M. KOCIELEK, its Secretary  
(PLEASE PRINT)

STATE OF OHIO                    )  
  )  
COUNTY OF CUYAHOGA        )       SS

BEFORE ME, a Notary Public, in and for said County, personally appeared the above named Spade Rockledge Terrace Condominium Unit Owners Association, by its President and its Secretary, who acknowledged that they did sign the foregoing instrument, on Page 3 of 6, and that the same is the free act and deed of said corporation and the free act and deed of each of them personally and as such officers.

IN WITNESS WHEREOF, I have hereunto set my hand and official seal in  
Broadview Hts, Ohio, this 2 day of June, 2005.

  
\_\_\_\_\_  
NOTARY PUBLIC

Anne Marie Villnave - Notary Public  
State of Ohio - Cuyahoga County  
Commission Expires: 3-1-2010

This instrument prepared by:  
KAMAN & CUSIMANO, Attorneys at Law  
50 Public Square  
600 Terminal Tower  
Cleveland, Ohio 44113  
(216) 696-0650

EXHIBIT A

AFFIDAVIT

STATE OF OHIO                    )  
  )  
COUNTY OF CUYAHOGA        )       SS

SHARON REINDEL, being first duly sworn, states as follows:

1.     She is the duly elected and acting President of the Spade Rockledge Terrace Condominium Unit Owners Association.
2.     Copies of the Amendment to the Declaration of Condominium Ownership for Spade Rockledge Terrace Condominium are to be mailed by certified mail to all mortgagees having bona fide liens of record against any Unit Ownerships of whose mortgage interests notice had been given to the Association.
3.     Further affiant sayeth naught.

  
SHARON REINDEL, President

BEFORE ME, a Notary Public, in and for said County, personally appeared the above named SHARON REINDEL who acknowledges that she did sign the foregoing instrument and that the same is her free act and deed.

IN TESTIMONY WHEREOF, I have hereunto set my hand and official seal in Broadview Hts., Ohio, this 2 day of June, 2005.

  
NOTARY PUBLIC

Anne Marie Villeneuve - Notary Public  
State of Ohio - Cuyahoga County  
Commission Expires: 3-1-2010

EXHIBIT B

CERTIFICATION OF SECRETARY

The undersigned, being the duly elected and qualified Secretary of the Spade Rockledge Terrace Condominium Unit Owners Association, hereby certifies that there is on file in the Association's records, the names of the following mortgagees, if any, who have consented to the proposed Amendment to the Declaration of Condominium Ownership for Spade Rockledge Terrace Condominium.

NONE

  
JUDITH M. KOCIELEK, Secretary  
(PLEASE PRINT)

STATE OF OHIO                     )  
  )  
COUNTY OF CUYAHOGA        )     SS

BEFORE ME, a Notary Public in and for said County, personally appeared the above named Judith Kocielek who acknowledged that he/she did sign the foregoing instrument and that the same is his/her free act and deed.

IN TESTIMONY WHEREOF, I have hereunto set my hand and official seal in Broadview Hts, Ohio, this 2 day of Sept, 2005.

  
\_\_\_\_\_  
NOTARY PUBLIC

Anne Marie Villnuve - Notary Public  
State of Ohio - Cuyahoga County  
Commission Expires: 3-1-2010

Recorder

VOL 14662 PG 227

213264

FIRST AMENDMENT TO DECLARATION OF CONDOMINIUM OWNERSHIP  
FOR

SPADE ROCKLEDGE TERRACE CONDOMINIUM

This will certify that copies of this  
Declaration and By-Laws, together with  
Drawings, attached as Exhibits thereto,  
were filed in the Office of the County  
Auditor, Cuyahoga County, Ohio, on

January 17, 1978

By *Thomas J. Syster*

Deputy Auditor

This Instrument Prepared By:

Roger Van Deusen  
Attorney at Law  
1700, Investment Plaza  
1801 East Ninth Street  
Cleveland, Ohio 44114

PPN 581-16-16

RECORDER NOTE:

FOR MAPS ACCOMPANYING THIS DECLARATION AND  
BY-LAWS SEE VOL. 30 PAGES 43 TO 47  
INCLUSIVE OF CONDOMINIUM MAP RECORDS.

FIRST AMENDMENT TO DECLARATION OF CONDOMINIUM OWNERSHIP  
FOR

2  
SPADE ROCKLEDGE TERRACE CONDOMINIUM

WHEREAS, SPADE ROCKLEDGE TERRACE CONDOMINIUM DEVELOPMENT CORPORATION, hereinafter referred to as "Grantor," is the owner in fee simple of Phase No. 1 and Phase No. 2 (hereinafter described in Exhibit "A" attached hereto and made a part hereof); and

WHEREAS, it is the desire of Grantor to submit said Phase No. 2, together with the improvements thereon constructed and hereinafter described, to the provisions of Chapter 5311 of the Ohio Revised Code for condominium ownership; and

WHEREAS, said submission is pursuant to Section 15 of the Spade Rockledge Terrace Condominium Development Corporation Declaration, the original drawings of which are recorded at Volume 26 of Condominium Maps, pp. 1-10, Cuyahoga County Records, and which Declaration of Condominium Ownership and By-Laws are recorded in Volume 14275, p. 173, Cuyahoga County Records, and which drawings and Declaration and By-Laws were filed and recorded on August 3, 1976 at 3:04 p.m.

NOW, THEREFORE, Grantor hereby amends in this First Amendment said Declaration of Condominium Ownership for Spade Rockledge Terrace Condominium in the following particulars:

1. As found in Paragraph No. 4, at page 3 of said Declaration, the following amendment:

4. General Description of Condominium Property. As amended pursuant to the provisions of Section 15 hereof, the Condominium Property consists of Phase No. 1 and the Phase No. 1 buildings and other improvements located thereon, including, without limitation, four residential structures, each containing four individual condominium units. The Condominium Property also consists of Phase No. 2 and the Phase No. 2 buildings and other improvements located thereon, including, without limitation, two residential structures, each containing

dominium Unit No. 101, which Unit is attached by common walls to Unit No. 102, which Unit is attached by common walls to Unit No. 103, which Unit is attached by common walls to Unit No. 104; the second structure in Phase No. 1 contains Unit No. 105, which Unit is attached by common walls to Unit No. 106, which Unit is attached by common walls to Unit No. 107, which Unit is attached by common walls to Unit No. 108; the third structure in Phase No. 1 contains Unit No. 143, which Unit is attached by common walls to Unit No. 144, which Unit is attached by common walls to Unit No. 145, which Unit is attached by common walls to Unit No. 146; and the fourth structure in Phase No. 1 contains Unit No. 147, which Unit is attached by common walls to Unit No. 148, which Unit is attached by common walls to Unit No. 149, which Unit is attached by common walls to Unit No. 150. Units 101, 104, 105 and 108 are of the B-2 style; Units 102, 103, 106 and 107 are of the B-1 style; Units 143, 146, 147 and 150 are of the A-2 style; and Units 144, 145, 148 and 149 are of the A-1 style. All of the individual Condominium Units, whether those Units be of the A or B style, contain a living room, dining room, kitchen, bath, two bedrooms, a den and an attached garage. Each main residential structure is constructed of wood with some face brick.

together with all easements, rights and appurtenances belonging thereto, and all articles of personal property existing thereon for the common use of the Unit Owners.

The location, lay-out, dimensions and number of rooms of the Units and garages, and the Common Areas, and Facilities, are shown graphically on the Drawings.

The first structure in Phase No. 2 contains Condominium Unit No. 141, which Unit is attached by common wall to Unit No. 140, and which Units share a limited Common Area suite; attached by common floor/ceiling to Unit No. 141 is Unit No. 142, which is attached by common wall to Unit No. 139, which Unit No. 139 is attached by common floor/ceiling to Unit No. 140; Unit No. 142 has a limited Common Area suite, and Unit No. 139 has a limited Common Area suite. The second structure in Phase No. 2 contains Condominium Unit No. 137, which Unit is attached by common wall to Unit No. 136, and which Units share a limited Common Area suite; attached by common floor/ceiling to Unit No. 137 is Unit No. 138, which is attached by common wall to Unit No. 135, which Unit No. 135 is attached by common floor/ceiling to Unit No. 136; Unit No. 138 has a limited Common Area suite, and Unit No. 135 has a limited Common Area suite. Units Nos. 136, 137, 140 and 141 are of the C-1 style; and Units 135, 138, 139 and 142 are of the D-1 style. All of the individual Condominium Units of the D-1 style contain a living room, kitchen, two bedrooms, one and a half baths, laundry room, den, and garage; all of the individual Condominium Units

*Recorder*

VOL 14834 PG 739

302075

SPADE ROCKLEDGE TERRACE CONDOMINIUM

BROADVIEW HEIGHTS, OHIO

PHASE NO 4

THIRD AMENDMENT TO DECLARATION OF CONDOMINIUM OWNERSHIP

This will certify that copies of this Third Amendment to Declaration of Condominium Ownership for Spade Rockledge Terrace Condominium and the drawings attached thereto, have been filed in the office of the County Auditor, Cuyahoga County, Ohio.

Date:

RECEIVED

AUG 11 1978

CUYAHOGA COUNTY AUDITOR  
ASSESSMENT DEPARTMENT

RECORDER NOTE:

FOR MAPS ACCOMPANYING THIS DECLARATION AND  
BY-LAWS SEE VOL. 32 PAGES 15 TO 18  
INCLUSIVE OF CONDOMINIUM MAP RECORDS.

VINCENT C. CAMPANELLA  
County Auditor

By: *Dianne S. Berry*  
Deputy Auditor

This Instrument Prepared by:  
James Szaller  
Attorney at Law



THIRD AMENDMENT TO DECLARATION OF CONDOMINIUM OWNERSHIP  
OF

SPADE ROCKLEDGE TERRACE CONDOMINIUM

WHEREAS, SPADE ROCKLEDGE TERRACE CONDOMINIUM DEVELOPMENT CORPORATION, hereinafter referred to as "Grantor," is the owner in fee simple of Phase No. 1, Phase No. 2, Phase No. 3 and Phase No. 4 (hereinafter described in Exhibit "A" attached hereto and made a part hereof); and

WHEREAS, it is the desire of Grantor to submit said Phase No. 4, together with the improvements thereon constructed and hereinafter described, to the provisions of Chapter 5311 of the Ohio Revised Code for condominium ownership; and

WHEREAS, said submission is pursuant to Section 15 of the Spade Rockledge Terrace Condominium Development Corporation Declaration, the original drawings of which are recorded at Volume 26 of Condominium Maps, pp. 1-10, Cuyahoga County Records, and which Declaration of Condominium Ownership and By-Laws are recorded in Volume 14275, p. 173, Cuyahoga County Records, and which drawings and Declaration and By-Laws were filed and recorded on August 3, 1976 at 3:04 p.m.

NOW, THEREFORE, Grantor hereby amends in this Third Amendment said Declaration of Condominium Ownership for Spade Rockledge Terrace Condominium in the following particulars:

1. As found in Paragraph No. 4, at page 3 of said Declaration, the following amendment:

4. General Description of Condominium Property. As amended pursuant to the provisions of Section 15 hereof, the Condominium Property consists of Phase No. 1 and the Phase No. 1 buildings and other improvements located thereon, including, without limitation, four residential

structures, each containing four individual Condominium Units. The Condominium Property also consists of Phase No. 2 and the Phase No. 2 buildings and other improvements located thereon, including, without limitation, two residential structures, each containing four individual condominium units. The Condominium Property also consists of Phase No. 3 and the Phase No. 3 buildings and other improvements located thereon, including, without limitation, one residential structure containing four individual condominium Units. The Condominium Property also consists of Phase No. 4, and the Phase No. 4 buildings and other improvements located thereon, including without limitation, one residential structure containing four individual Condominium Units.

The first structure in Phase No. 1 contains Condominium Unit No. 101, which Unit is attached by common walls to Unit No. 102, which Unit is attached by common walls to Unit No. 103, which Unit is attached by common walls to Unit No. 104; the second structure in Phase No. 1 contains Unit No. 105, which Unit is attached by common walls to Unit No. 106, which Unit is attached by common walls to Unit No. 107, which Unit is attached by common walls to Unit No. 108; the third structure in Phase No. 1 contains Unit No. 143, which Unit is attached by common walls to Unit No. 144, which Unit is attached by common walls to Unit No. 145, which Unit is attached by common walls to Unit No. 146; and the fourth structure in Phase No. 1 contains Unit No. 147, which Unit is attached by common walls to Unit No. 148, which Unit is attached by common walls to Unit No. 149, which Unit is attached by common walls to Unit No. 150. Units 101, 104, 105 and 108 are of the B-2 style; Units 102, 103, 106 and 107 are of the B-1 style; Units 143, 146, 147 and 150 are of the A-2 style; and Units 144, 145, 148 and 149 are of the A-1 style. All of the individual Condominium Units, whether those Units be of the A or B style, contain a living room, dining room, kitchen, bath, two bedrooms, a den and an attached garage. Each main residential structure is constructed of wood with some face brick.

together with all easements, rights and appurtenances belonging thereto, and all articles of personal property existing thereon for the common use of the Unit Owners.

The location, lay-out, dimensions and number of rooms of the Units and garages, and the Common Areas, and Facilities, are shown graphically on the Drawings.

The first structure in Phase No. 2 contains Condominium Unit No. 141, which Unit is attached by common wall to Unit No. 140, and which Units share a limited Common Areas suite; attached by common floor/ceiling to Unit No. 141 is Unit No. 142, which is attached by common wall to Unit No. 139, which Unit No. 139 is attached by common floor/ceiling to Unit No. 140; Unit No. 142 has a limited Common Area suite, and Unit No. 139 has a limited Common Area suite. The second structure

in Phase No. 2 contains Condominium Unit No. 137, which Unit is attached by common wall to Unit No. 136, and which Units share a limited Common Area suite; attached by common floor/ceiling to Unit No. 137 is Unit No. 138, which is attached by common wall to Unit No. 135, which Unit No. 135 is attached by common floor/ceiling to Unit No. 136; Unit No. 138 has a limited Common Area suite. Units Nos. 136, 137, 140 and 141 are of the C-1 style; and Units 135, 138, 139 and 142 are of the D-1 style. All of the individual Condominium Units of the D-1 style contain a living room, kitchen, two bedrooms, one and a half baths, laundry room, den and garage; all of the individual Condominium Units of the C-1 style contain a living room, dining room, kitchen, laundry room, one and a half baths, two bedrooms and a garage. Each main residential structure is constructed of wood with some face brick.

together with all easements, rights and appurtenances belonging thereto, and all articles of personal property existing thereon for the common use of the Unit Owners.

The location, lay-out, dimensions and number of rooms of the Units and garages, and the Common Areas and Facilities, are shown graphically on the Drawings.

The first structure in Phase No. 3 contains Condominium Unit No. 133, which Unit is attached by common wall to Unit No. 132, and which Units share a limited Common Area suite; attached by common floor/ceiling to Unit No. 133 is Unit No. 134, which is attached by common wall to Unit No. 131, which Unit No. 131 is attached by common floor/ceiling to Unit No. 132; Unit No. 134 has a limited Common Area suite, and Unit No. 131 has a limited Common Area suite. Units Nos. 132 and 133 are of the C-1 style; and Units Nos. 131 and 134 are of the D-1 style. All of the individual Condominium Units of the D-1 style contain a living room, kitchen, two bedrooms, one and a half baths, laundry room, den and garage; all of the individual Condominium Units of the C-1 style contain a living room, dining room, kitchen, laundry, one and a half baths, two bedrooms and a garage. Each main residential structure is constructed of wood with some face brick.

together with all easements, rights and appurtenances belonging thereto, and all articles of personal property existing thereon for the common use of the Unit Owners.

The location, lay-out, dimensions and number of rooms of the Units and garages, and the Common Areas and Facilities, are shown graphically on the Drawings.

The first structure in Phase No. 4 contains Condominium Unit No. 129, which Unit is attached by common wall to Unit No. 128, and which Units share a limited Common Area suite; attached by common floor/ceiling to Unit No. 129 is Unit No. 130, which is attached by common wall to Unit No. 127, which Unit No. 127 is attached by common floor/ceiling to Unit No. 128; Unit No. 130 has a limited Common Area suite, and Unit No. 127

has a limited Common Area suite. Units Nos. 128 and 129 are of the C-1 style; and Units Nos. 127 and 130 are of the D-1 style. All of the individual Condominium Units of the D-1 style contain a living room, kitchen, two bedrooms, one and a half baths, laundry room, den and garage; all of the individual Condominium Units of the C-1 style contain a living room, dining room, kitchen, laundry, one and a half baths, two bedrooms and a garage. Each main residential structure is constructed of wood with some face brick.

together with all easements, rights and appurtenances belonging thereto, and all articles of personal property existing thereon for the common use of the Unit Owners.

The location, lay-out, dimensions and number of rooms of the Units and garages, and the Common Areas and Facilities, are shown graphically on the Drawings.

2. Exhibit "D", Percentage of Interest, is amended in the following particulars pursuant to Section 15 of said Condominium Declaration:

<u>Unit No.</u>	<u>Percentage</u>
101	3.125%
102	3.125%
103	3.125%
104	3.125%
105	3.125%
106	3.125%
107	3.125%
108	3.125%
127	3.125%
128	3.125%
129	3.125%
130	3.125%
131	3.125%
132	3.125%
133	3.125%
134	3.125%
135	3.125%
136	3.125%
137	3.125%

138	3.125%
139	3.125%
140	3.125%
141	3.125%
142	3.125%
143	3.125%
144	3.125%
145	3.125%
146	3.125%
147	3.125%
148	3.125%
149	3.125%
150	3.125%

3. The legal description for Phase No. 1 appended to said Declaration of Condominium Ownership, as well as and together with the First Amendment to said Declaration, which Declaration was filed in Volume 14662, p. 227 of Cuyahoga County Records, as well as and together with the Second Amendment to said Declaration, which Declaration was filed in Volume 14802, p. 223 of Cuyahoga County Records, and which Drawings and By-Laws were filed in Volume 30, pp. 43-47 of Cuyahoga County Records, are hereby amended pursuant to the provisions of Section 15 of said Declaration to include, along with Phase No. 1, Phase No. 2 and Phase No. 3, the following legal description for Phase No. 4:

Situated in the City of Broadview Heights, County of Cuyahoga and State of Ohio, and known as being part of Original Royalton Township-Section No. 21 and bounded and described as follows:

Beginning on the Easterly line of a parcel of land conveyed to Fred G. Tadrous, by deed recorded in Volume 9739, Page 598 of Cuyahoga County Records of Deeds, at a point distant Due South, measured along said Easterly line 256.57 feet from the South-westerly corner of a parcel of land conveyed to Fred G. Tadrous, by deed recorded in Volume 12145, Page 683 of Cuyahoga County Records of Deeds;

Thence Due South, along the Easterly line of land so conveyed To Fred G. Tadrous, by deed recorded in Volume 9739, Page 598 of Cuyahoga County Records, a distance of 143.43 feet;

Thence Due West, a distance of 65.66 feet;

Thence No.  $40^{\circ} 00' 10''$  W., a distance of 132.88 feet;

Thence N.  $10^{\circ} 00' 00''$  E., a distance of 67.24 feet;

Thence S.  $80^{\circ} 00' 00''$  E., a distance of 141.55 feet to the place of beginning and containing 0.435 acres of land, according to a survey by The Henry G. Reitz Engineering Company, dated July, 1978, be the same more or less, but subject to all legal highways.

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4. The drawings recorded in Volume 26 of Condominium Maps, appearing at pp. 1-10 of Cuyahoga County Records, together with the drawings submitted with the First Amendment and Second Amendment to said Declaration, are hereby amended to include the property and improvements thereon constructed for Phase No. 4.

IN WITNESS WHEREOF, the said SPADE ROCKLEDGE TERRACE CONDOMINIUM DEVELOPMENT CORPORATION has caused this instrument to be executed by its President and Secretary this 3rd day of August, 1978.

Signed in the Presence of:

SPADE ROCKLEDGE TERRACE CONDOMINIUM  
DEVELOPMENT CORPORATION

Margaret A. Kratoch

By

Dee Ann B.  
President

Rosemary Coad

Margaret A. Kratoch

By

Daniel Conz  
Secretary

Rosemary Coad

STATE OF OHIO )

COUNTY OF CUYAHOGA )

BEFORE ME, a Notary Public in and for said County and State, appeared Peter Marcoff, President of Spade Rockledge Terrace Condominium Development Corporation, and Daniel Cengic, Secretary of Spade Rockledge Terrace Condominium Development Corporation, who, having been first duly sworn, acknowledge that they did execute the foregoing instrument and that the same was their free act and deed individually and as such officers and the free act and deed of said Corporation.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed my official seal at Cleveland, Ohio, this 3rd day of August, 1978.

Margaret A. Kristof  
Notary Public

MARGARET A. KRISTOF, Notary Public  
My Commission Expires March 4, 1979

Vol 14834 pg 747



RECORDER  
MARK McELROY  
COUNTY RECORDER

AUG 11 12 15 PM '78

CUYAHOGA  
COUNTY RECORDS  
VOL 14834 PG 739

302075

*6/1/80*  
*12.00*  
*76.00*  
*16.5*  
*100.00*  
*100.00*

SOLD



VOL 14834 PG 748