

CUYAHOGA COUNTY RECORDER  
PATRICK O'MALLEY - 10  
DECL 5/13/2008 11:47:01 AM  
**200805130272**

AMENDMENTS TO THE  
DECLARATION OF CONDOMINIUM OWNERSHIP  
FOR  
STONEBROOKE CONDOMINIUM

PLEASE CROSS MARGINAL REFERENCE WITH THE DECLARATION OF  
CONDOMINIUM OWNERSHIP FOR STONEBROOKE CONDOMINIUM RECORDED  
AT VOLUME 93-10143, PAGE 2 ET SEQ., OF THE CUYAHOGA COUNTY RECORDS.

AMENDMENTS TO THE  
DECLARATION OF CONDOMINIUM OWNERSHIP FOR  
STONEBROOKE CONDOMINIUM

WHEREAS, the Declaration of Condominium Ownership for Stonebrooke Condominium (the "Declaration") and the Bylaws of Stonebrooke Condominium Owners' Association (the "Bylaws"), Exhibit "B" to the Declaration, were recorded at Cuyahoga County Records Volume 93-10143, Page 2 et seq., and

WHEREAS, the Stonebrooke Condominium Owners' Association (the "Association") is a corporation consisting of all Unit Owners in Stonebrooke and as such is the representative of all Unit Owners, and

WHEREAS, Article XII(A) of said Declaration authorizes amendments to the Declaration and Bylaws Article VII, Section 10 authorizes amendments to the Bylaws, and

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

WHEREAS, the Association has in its records the signed, written consents to Amendment A signed by Unit Owners representing 79% of the Association's voting power as of February 16, 2008, and

WHEREAS, the Association has in its records the power of attorney signed by Unit Owners representing 79% of the Association's voting power authorizing the Association's officers to execute Amendment A on their behalf, and

WHEREAS, the Association has in its records the signed, written consents to Amendment B signed by Unit Owners representing 77% of the Association's voting power as of February 16, 2008, 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 Amendment B on their behalf, and

WHEREAS, the Association has in its records the signed, written consents to Amendment C signed by Unit Owners representing 83% of the Association's voting power as of February 16, 2008, and

WHEREAS, the Association has in its records the power of attorney signed by Unit Owners representing 83% of the Association's voting power authorizing the Association's officers to execute Amendment C on their behalf, and

WHEREAS, copies of Amendment B were mailed to all eligible mortgagees having bona fide liens of record against any Unit Ownerships as reported by the Unit Owners; and

WHEREAS, there is on file in the Association's records the express or implied consent from at least 51.00% of said eligible mortgagees to the Amendment; and

WHEREAS, attached hereto as Exhibit A is a certification of the Association's President that copies of the Amendments will be mailed or hand delivered to all owners and first mortgagees on the records of the Association once the Amendments are recorded with the Cuyahoga County Recorder's Office and that Unit Owners representing at least 75% of the Association's voting power affirmatively approved the Amendments, in writing, 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 Amendments, and

WHEREAS, the proceedings necessary to amend the Declaration as required by Chapter 5311 of the Ohio Revised Code and the Declaration have in all respects been complied with.

NOW THEREFORE, the Declaration of Condominium Ownership for Stonebrooke Condominium is hereby amended by the following:

#### AMENDMENT A

INSERT a new DECLARATION ARTICLE XX entitled, "De-Icing Cables." Said new addition, to be added on Page 44 of the Declaration, as recorded at Cuyahoga County Records, Volume 93-10143, Page 2 et seq., is as follows:

#### ARTICLE XX

#### DE-ICING CABLES

The purpose of this Article XX is to give the Association, through the Board, the right, power, and authority to install equipment within each Unit's garage or other exterior location as required for operating de-icing cables and related wiring installed on the Common Element roof.

A. Installation. The Association, through the Board, has the right to purchase and install the equipment needed to operate de-icing cables on the roof in the Unit's garage without further approval or consent of the Unit Owners. Such equipment may include, without limitation, an on-off switch, wiring and any and all other necessary attachments and appurtenances (referred to as the "On-Off Switch"). The Association's right



to install the On-Off Switch shall include the right to enter each Unit's garage or any other location in the Unit deemed appropriate to install the On-Off Switch upon at least 48 hours written notice to the Unit Owner or other exterior location as required.

B. Owner Responsibility. Each Unit Owner shall be responsible to activate and de-activate the On-Off Switch by such dates or circumstances as determined by the Board.

Each Unit Owner shall also be responsible for the act or negligence of any Occupant, invitee, licensee, or guest of such Unit Owner's Unit as well as the Unit Owner's failure to activate and/or de-activate the On-Off Switch. If such act or negligence causes damage to the Unit's roof, the Unit Owner shall be responsible for any interior damage and assessed for such roof damage. Should any assessment not be paid, the Association, in addition to all other remedies available, shall have the right to place a lien upon the estate or interest of said Unit Owner as further explained and set forth in Declaration Article V(D)

Any conflict between the above provisions and any other provisions of the Declaration and Bylaws shall be interpreted in favor of this Amendment permitting the Association to install de-icing On-Off Switches within each Unit's garage or any other location in the Unit deemed appropriate to install the On-Off Switch. 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 this 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.

## AMENDMENT B

DELETE DECLARATION ARTICLE XVI(B) entitled, "Unit Owner's Right to Lease Unit," in its entirety. Said deletion to be taken from Pages 37-38 of the Declaration, as recorded at Cuyahoga County Records, Volume 93-10143, Page 2 et seq.

INSERT a new DECLARATION ARTICLE XVI(B) entitled, "Leasing of Units." Said new addition, to be added on Pages 37-38 of the Declaration, as recorded at Cuyahoga County Records, Volume 93-10143, Page 2 et seq., is as follows:

(B) Leasing of Units. No Unit shall be leased, let or rented, whether for monetary compensation or not, by a Unit Owner to others for business, speculative, investment or any other purpose. The intent of this restriction is to create a community of resident Unit Owners, subject to the following:

(1) This restriction does not apply to: (a) Units that are occupied by the parent(s) or child(ren) of the Unit Owner; or, (b) any Unit Owner leasing or renting his/her Unit at the time of recording of this amendment with the Cuyahoga County Recorder's Office, and who has registered his/her Unit as being leased with the Association within ninety (90) days of the recording of this amendment, said Unit Owner shall continue to enjoy the privilege of leasing that Unit until the title to said Unit is transferred to a subsequent Unit Owner.

(2) To meet a special situation and to avoid an undue hardship or practical difficulty, each Unit Owner has the right to lease his/her Unit, provided the Unit Owner gives prior written notice to the Board, to a specified lessee for a one-time period not less than six (6) consecutive months nor more than twenty-four (24) consecutive months. The one-time hardship exception of up to twenty-four (24) months may in no event be extended beyond the one twenty-four (24) month period.

(3) In no event shall a Unit be rented or leased by the Unit Owner thereof for transient purposes, which is defined to mean a rental for any period less than six (6) full, consecutive calendar months, nor rented or leased to any business or corporate entity for the purpose of corporate housing or similar type usage. Sub-leasing of any Unit, in whole or in part, is also prohibited.

(4) Any land contract for the sale of a Unit must be recorded and a recorded copy of the same shall be delivered to the Board. Any land contract not recorded shall be considered an impermissible lease.

(5) All exempted leases must be in writing. The lessee must abide by the terms of the Declaration, Bylaws, and Rules. The Unit Owner



shall relinquish all amenity privileges, but continue to be responsible for all obligations of ownership of his/her Unit and shall be jointly and severally liable with the lessee to the Association for the conduct of the lessee and/or any damage to property. Copies of all exempted leases shall be delivered to the Board prior to the beginning of the lease term.

(6) In accordance with Ohio Revised Code Section 5311.19(B), the Association may initiate eviction proceedings as outlined in Declaration Article VII, Section 12, as amended, pursuant to Chapters 5321 and 1923 of the Revised Code, to evict a tenant.

Any conflict between this provision and any other provisions of the Declaration and Bylaws shall be interpreted in favor of this restriction on the leasing of Units. 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 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.

AMENDMENT C

INSERT a new DECLARATION ARTICLE VII(M). Said new addition, to be added on Page 27 of the Declaration, as recorded at Cuyahoga County Records, Volume 93-10143, Page 2 et seq., is as follows:

(M) A person who is classified a Tier III or Tier II sexual offender/child-victim offender, or any future equivalent classification, and for whom the County Sheriff or other government entity must provide community notification of the sex offender's residence is prohibited from residing in or occupying a Unit or remaining in or on the Condominium Property for any length of time. The classification of a sexual offender/child-victim offender and determination of whether notice is required is made by a court of law pursuant to the Ohio Sex Offenders Act, as may be amended and/or renamed from time to time, or similar statute from another jurisdiction. The Association shall not, however, be liable to any Unit Owner or Occupant, or anyone visiting any Unit Owner or the Association, as a result of the Association's alleged failure, whether negligent, intentional, or otherwise, to enforce the provisions of this restriction.

Any conflict between this provision and any other provisions of the Declaration and Bylaws shall be interpreted in favor of this restriction on the occupancy of Units. 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 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 Stonebrooke Condominium Owners' Association has caused the execution of this instrument this 8<sup>TH</sup> day of MAY, 2008.

STONEBROOKE CONDOMINIUM OWNERS' ASSOCIATION

By: Joe Mayo  
JOE MAYO, its President

By: Steve Gage  
STEVE GAGE, its Secretary

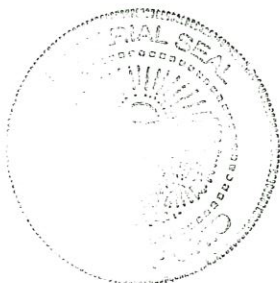
STATE OF OHIO

COUNTY OF CUYAHOGA

)  
)  
)  
SS

BEFORE ME, a Notary Public, in and for said County, personally appeared the above named Stonebrooke Condominium Owners' Association, by its President and its Secretary, who acknowledged that they did sign the foregoing instrument, on Page 7 of 10, 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 ORANGE VILLAGE, Ohio, this 8TH day of MAY, 2008.



Alex Fishman  
NOTARY PUBLIC

ALEX FISHMAN, Notary Public  
State of Ohio (Reg. Cuy. Cty.)  
My Commission Expires March 10, 2013

This instrument prepared by:  
KAMAN & CUSIMANO, Attorneys at Law  
2000 Terminal Tower  
50 Public Square  
Cleveland, Ohio 44113  
(216) 696-0650



EXHIBIT A

CERTIFICATION OF PRESIDENT

The undersigned, being the duly elected and qualified President of the Stonebrooke Condominium Owners' Association, hereby certifies that copies of the Amendments to the Declaration shall be mailed or hand delivered to all owners and first mortgagees having bona fide liens of record against any Unit Ownerships of whose mortgage interests notice had been given to the Association.

The undersigned further certifies that the Association received the signed, written consents of Unit Owners representing 79%, 77%, and 83%, respectively, of the Association's voting power in favor of the Amendments to the Declaration in accordance with the provisions of Declaration Article XII(A) and caused such signed, written consents to be filed with the corporate records for Stonebrooke Condominium Owners' Association.

  
JOE MAYO, President

STATE OF OHIO                     )  
  )  
COUNTY OF CUYAHOGA        )  
  )       SS

BEFORE ME, a Notary Public, in and for said County, personally appeared the above named JOE MAYO who acknowledges 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 ORANGE VILLAGE, Ohio, this 8TH day of MAY, 2008.



  
NOTARY PUBLIC

ALEX FISHMAN, Notary Public  
State of Ohio (Reg. Cuy. Cty.)  
My Commission Expires March 10, 2013

EXHIBIT B

CERTIFICATION OF SECRETARY

The undersigned, being the duly elected and qualified Secretary of the Stonebrooke Condominium 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 B to the Declaration.

PARKVIEW FEDERAL  
THIRD FEDERAL SAVINGS AND LOAN  
CHARTER ONE MORTGAGE  
MOREQUITY, INC.  
FIRSTMERIT BANK  
COUNTRYWIDE HOME LOANS  
SUNTRUST MORTGAGE  
WELLS FARGO  
NATIONAL CITY  
CHASE HOME FINANCE  
THE HOME SAVINGS AND LOAN CO.

  
\_\_\_\_\_  
STEVE GAGE, Secretary

STATE OF OHIO                     )  
  )     SS  
COUNTY OF CUYAHOGA        )

BEFORE ME, a Notary Public in and for said County, personally appeared the above named STEVE GAGE 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 ORANGE VILLAGE, Ohio, this 8TH day of MAY, 2008.



  
\_\_\_\_\_  
NOTARY PUBLIC  
ALEX FISHMAN, Notary Public  
State of Ohio (Reg. Cuy. Cty.)  
My Commission Expires March 10, 2013

CUYAHOGA COUNTY RECORDER

LILLIAN J GREENE - 7

DECL 7/15/2009 2:45:18 PM

**200907150317**

AMENDMENT TO THE  
DECLARATION OF CONDOMINIUM OWNERSHIP  
FOR  
STONEBROOKE CONDOMINIUM

PLEASE CROSS MARGINAL REFERENCE WITH THE DECLARATION OF  
CONDOMINIUM OWNERSHIP FOR STONEBROOKE CONDOMINIUM  
RECORDED AT VOLUME 93-10143, PAGE 2 ET SEQ., OF THE CUYAHOGA  
COUNTY RECORDS.



AMENDMENT TO THE  
DECLARATION OF CONDOMINIUM OWNERSHIP FOR  
STONEBROOKE CONDOMINIUM

WHEREAS, the Declaration of Condominium Ownership for Stonebrooke Condominium (the "Declaration") and the Bylaws of Stonebrooke Condominium Owners' Association (the "Bylaws"), Exhibit "B" to the Declaration, were recorded at Cuyahoga County Records Volume 93-10143, Page 2 et seq., and

WHEREAS, the Stonebrooke Condominium Owners' Association (the "Association") is a corporation consisting of all Unit Owners in Stonebrooke and as such is the representative of all Unit Owners, and

WHEREAS, Article XII(A) 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 76.6% of the Association's voting power as of June 23, 2009, and

WHEREAS, the Association has in its records the power of attorney signed by Unit Owners representing 76.6% 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 a certification of the Association's President that copies of the Amendment will be mailed or hand delivered to all owners and first mortgagees on the records of the Association once the Amendments are recorded with the Cuyahoga County Recorder's Office and that Unit Owners representing at least 75% of the Association's voting power affirmatively approved the Amendment, in writing, 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 have in all respects been complied with.

NOW THEREFORE, the Declaration of Condominium Ownership for Stonebrooke Condominium is hereby amended by the following:

MODIFY DECLARATION ARTICLE VII(E). Said modification, to be made on Page 26 of the Declaration, as recorded at Cuyahoga County Records, Volume 93-10143, Page 2 et seq., is as follows (deleted language is crossed-out; new language is underlined):

(E) No animals, birds, rabbits, livestock, fowl, poultry or reptiles of any kind shall be raised, bred, or kept in any Unit or in the Common Elements, or in the Limited Common Elements, except that three (3) household pets - a combination of two dogs and one cat, or one dog and two cats, or three cats, but no more than two dogs (excluding, however, any dog of vicious breed as further described below), domestic, caged (including bird cages and fish tanks) or other normal household pets may be kept in Units, subject to rules and regulations adopted by the Board, including, without limitation, the right to levy fines and enforcement charges against persons who do not clean up after their pets. Furthermore, pets may not be kept, bred, or maintained for any commercial purpose; and provided further that any such pet causing or creating a nuisance or unreasonable disturbance shall be permanently removed from the Property subject to these restrictions upon three (3) days' written notice from the Board; and provided further that they are not permitted in any area of the Condominium Property other than the Units unless they are on a hand-held leash, being carried, or otherwise transported and they are permitted only on those portions of the Condominium Property as shall have been designated for them by the Board.

Any pet above the three-pet limit residing on the Condominium Property on or before the recording of this Amendment, shall be permitted to remain provided that said pet is registered with the Association within thirty (30) days of the date of recording of this



amendment. Upon the relocation, removal, or demise of any such registered pet above three, may not be replaced.

The term "household pet" does not include "exotic" animals as defined by the Board from time to time, including, but not limited to any snakes, other reptiles, exotic breeds, or wild hybrids. No Doberman, Rottweiler, Presa Canario, any dog commonly known as a pit bull, and any mixed breeds of the foregoing (collectively "Prohibited Dogs") may be kept, harbored, or permitted to remain on any part of the Condominium Property for any length of time. Any "exotic" animal or Prohibited Dog kept on the Condominium Property prior to the recording of this amendment shall be "grandfathered" and permitted to remain on the Condominium Property until its demise or relocation off the Condominium Property, at which time it may not be replaced. If an animal is considered "exotic" or a Prohibited Dog, as determined by the Board, the Owner must obtain and maintain liability insurance of at least \$500,000.00 per occurrence and provide proof of such insurance to the Association within thirty (30) days of any written request from the Board.

A "vicious dog" means a dog that: (1) caused injury, including death, to any person or (2) has killed another pet. Upon the Board's determination that a given dog is a vicious dog, such dog is prohibited from being kept, harbored, or permitted to remain on any part of the Condominium Property for any length of time.

Any conflict between this provision and any other provisions of the Declaration and Bylaws shall be interpreted in favor of this restriction on pets. 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 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 Stonebrooke Condominium Owners' Association has caused the execution of this instrument this 13<sup>th</sup> day of JULY, 2009.

STONEBROOKE CONDOMINIUM OWNERS' ASSOCIATION

By: [Signature]  
JOE MAYO, its President

By: [Signature]  
~~SANDRA COLBERT, its Secretary~~  
SUSAN LUDSON Acting Secretary

STATE OF OHIO                     )  
  )  
COUNTY OF CUYAHOGA        )       SS

BEFORE ME, a Notary Public, in and for said County, personally appeared the above named Stonebrooke Condominium Owners' Association, by its President and its Secretary, who acknowledged that they did sign the foregoing instrument, on Page 4 of 7, 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 ORANGE VILLAGE, Ohio, this 13<sup>th</sup> day of JULY, 2009.



Alex Fishman  
NOTARY PUBLIC

ALEX FISHMAN, Notary Public  
State of Ohio (Reg. Cuy. Cty.)  
My Commission Expires March 10, 2013


This instrument prepared by:  
KAMAN & CUSIMANO, Attorneys at Law  
2000 Terminal Tower  
50 Public Square  
Cleveland, Ohio 44113  
(216) 696-0650

EXHIBIT A

CERTIFICATION OF PRESIDENT

The undersigned, being the duly elected and qualified President of the Stonebrooke Condominium Owners' Association, hereby certifies that copies of the Amendment to the Declaration shall be mailed or hand delivered to all owners and first mortgagees having bona fide liens of record against any Unit Ownerships of whose mortgage interests notice had been given to the Association.

The undersigned further certifies that the Association received the signed, written consents of Unit Owners representing 76.6% of the Association's voting power in favor of the Amendment to the Declaration in accordance with the provisions of Declaration Article XII(A) and caused such signed, written consents to be filed with the corporate records for Stonebrooke Condominium Owners' Association.

  
\_\_\_\_\_  
JOE MAYO, President

STATE OF OHIO                    )  
  )  
COUNTY OF CUYAHOGA        )       SS

BEFORE ME, a Notary Public, in and for said County, personally appeared the above named JOE MAYO who acknowledges 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 ORANGE VILLAGE, Ohio, this 13<sup>th</sup> day of JULY, 2009.

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

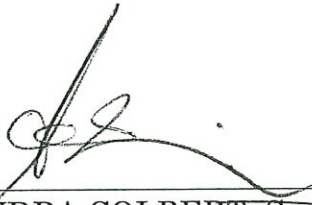
ALEX FISHMAN, Notary Public  
State of Ohio (Reg. Cuy. Cty.)  
My Commission Expires March 10, 2013

EXHIBIT B

CERTIFICATION OF SECRETARY

The undersigned, being the duly elected and qualified Secretary of the Stonebrooke Condominium 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.

NONE



SANDRA COLBERT, Secretary

*SUSAN LUDSIN - ACTING SECRETARY*

STATE OF OHIO )

) SS

COUNTY OF CUYAHOGA)

BEFORE ME, a Notary Public in and for said County, personally appeared the above named SANDRA COLBERT who acknowledged 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 ORANGE VILLAGE, Ohio, this 13<sup>th</sup> day of JULY, 2009.



Alex Fishman  
NOTARY PUBLIC

ALEX FISHMAN, Notary Public  
State of Ohio (Reg. Cuy. Cty.)  
My Commission Expires March 10, 2013



CUYAHOGA COUNTY RECORDER  
LILLIAN J GREENE - 7  
DECL 8/19/2009 11:50:22 AM  
**200908190296**

AMENDMENT TO THE  
DECLARATION OF CONDOMINIUM OWNERSHIP  
FOR  
STONEBROOKE CONDOMINIUM

PLEASE CROSS MARGINAL REFERENCE WITH THE DECLARATION OF  
CONDOMINIUM OWNERSHIP FOR STONEBROOKE CONDOMINIUM  
RECORDED AT VOLUME 93-10143, PAGE 2 ET SEQ., OF THE CUYAHOGA  
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AMENDMENT TO THE  
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WHEREAS, the Declaration of Condominium Ownership for Stonebrooke Condominium (the "Declaration") and the Bylaws of Stonebrooke Condominium Owners' Association (the "Bylaws"), Exhibit "B" to the Declaration, were recorded at Cuyahoga County Records Volume 93-10143, Page 2 et seq., and

WHEREAS, the Stonebrooke Condominium Owners' Association (the "Association") is a corporation consisting of all Unit Owners in Stonebrooke and as such is the representative of all Unit Owners, and

WHEREAS, Article XII(A) 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 83.11% of the Association's voting power as of August 10, 2009, and

WHEREAS, the Association has in its records the power of attorney signed by Unit Owners representing 83.11% 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 a certification of the Association's President that copies of the Amendment will be mailed or hand delivered to all owners and first mortgagees on the records of the Association once the Amendments are recorded with the Cuyahoga County Recorder's Office and that Unit Owners representing at least 75% of the Association's voting power affirmatively approved the Amendment, in writing, 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 have in all respects been complied with.

NOW THEREFORE, the Declaration of Condominium Ownership for Stonebrooke Condominium is hereby amended by the following:

DELETE the first paragraph of DECLARATION ARTICLE VI(A)(1), entitled "Casualty Insurance" in its entirety. Said deletion is to be made from Page 20 of the Declaration, as recorded at Cuyahoga County Records, Volume 93-10143, Page 2 et seq.

INSERT a new first paragraph in DECLARATION ARTICLE VI(A)(1), entitled "Casualty Insurance." Said new addition, to be made on Page 20 of the Declaration, as recorded at Cuyahoga County Records, Volume 93-10143, Page 2 et seq. is as follows:

The Association shall carry casualty insurance on all insurable improvements comprising the Common Elements and all personal property as may be owned by the Association and for which the Association is responsible. The casualty insurance to be purchased hereunder by the Association shall be in an amount not less than one hundred percent (100%) of the insurable replacement cost of such improvements, with a "Guaranteed Replacement Cost Endorsement" (excluding excavation and foundation costs and other items normally excluded from coverage), as determined by a qualified appraiser, the amount determined and the insurance to be reviewed annually and adjusted if necessary. The cost of the appraisal shall be a Common Expense. Such insurance shall include the following coverages:

INSERT a new sentence at the end of DECLARATION ARTICLE VI(A)(1)(c). Said new addition is to be made on Page 21 of the Declaration, as recorded at Cuyahoga County Records, Volume 93-10143, Page 2 et seq. as follows:

The Board shall have the sole right and authority to file, not file, or authorize the filing of, and adjust, any and all claims for damage or destruction that are or may be covered by the Association's Casualty Insurance policy regardless of the person(s), including mortgagees, who may be named as an insured or beneficiary of such policy.



STATE OF OHIO )  
 )  
COUNTY OF CUYAHOGA ) SS

BEFORE ME, a Notary Public, in and for said County, personally appeared the above named Stonebrooke Condominium Owners' Association, by its President and its Secretary, who acknowledged that they did sign the foregoing instrument, on Page 4 of 7, 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  
ORANGE VILLAGE, Ohio, this 13<sup>TH</sup> day of AUGUST, 2009.



Alex Fishman  
NOTARY PUBLIC

**ALEX FISHMAN, Notary Public**  
**State of Ohio (Reg. Guy. Cty.)**  
**My Commission Expires March 10, 2013**


This instrument prepared by:  
KAMAN & CUSIMANO, Attorneys at Law  
2000 Terminal Tower  
50 Public Square  
Cleveland, Ohio 44113  
(216) 696-0650

EXHIBIT A

CERTIFICATION OF PRESIDENT

The undersigned, being the duly elected and qualified President of the Stonebrooke Condominium Owners' Association, hereby certifies that copies of the Amendment to the Declaration shall be mailed or hand delivered to all owners and first mortgagees having bona fide liens of record against any Unit Ownerships of whose mortgage interests notice had been given to the Association.

The undersigned further certifies that the Association received the signed, written consents of Unit Owners representing 83.11 of the Association's voting power in favor of the Amendment to the Declaration in accordance with the provisions of Declaration Article XII(A) and caused such signed, written consents to be filed with the corporate records for Stonebrooke Condominium Owners' Association.

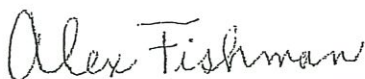
  
JOE MAYO, President

STATE OF OHIO                     )  
  )     SS  
COUNTY OF CUYAHOGA        )

BEFORE ME, a Notary Public, in and for said County, personally appeared the above named JOE MAYO who acknowledges 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 ORANGE VILLAGE, Ohio, this 13th day of AUGUST, 2009.



  
NOTARY PUBLIC

ALEX FISHMAN, Notary Public  
State of Ohio (Reg. Cuy. Cty.)  
My Commission Expires March 10, 2013

## CERTIFICATION OF SECRETARY

NONE

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