

**EXHIBIT "A"**

919334

VOL 11644 253

QUITCLAIM DEED

KNOW ALL MEN BY THESE PRESENTS THAT:

WHEREAS, WESTVIEW VILLAGE, INC., an Ohio corporation, the Grantor, is presently the record owner of fee simple title to 100,000 square feet or more of the land comprised (1) within the premises described in that certain Quitclaim Deed from Grantor to EARL M. LINDEN ("Grantee"), recorded in Volume 11163, page 223 of deed records of Cuyahoga County, Ohio, and (11) the land adjacent thereto; and

WHEREAS, by the terms and provisions of said deed, Grantor retained the right to change and modify the conditions of said deed and does now desire to do so by causing the premises conveyed herein to also be subject to the conditions of that deed;

NOW, THEREFORE, for TEN DOLLARS (\$10.00) and other good and valuable consideration, received to its full satisfaction of EARL M. LINDEN (whose tax mailing address will be 5299 State Road, Parma, Ohio), the Grantee, the Grantor has given, granted, remised, released and forever quitclaimed, and does by these presents absolutely give, grant, remise, release and forever quitclaim unto the said Grantee, his heirs and assigns forever, all such right, title and interest as Grantor has or ought to have in and to the parcels of land described in the attached Exhibit "A", which is incorporated herein by reference as fully as though rewritten herein.

X The conditions of this deed are such that by acceptance of this deed, the Grantee and each person (other than a

Exhibit A

*See Deed  
Vol 11644  
13186/13*

corporation) who shall obtain title to any portion of the premises conveyed herein upon which a residential dwelling unit shall be constructed (the Grantee and each such person who shall hold title to a residential dwelling unit being herein-after referred to as an "Owner", provided that if there be more than one (1) of such persons who shall hold title to one such residential unit they shall be collectively hereinafter referred to as the "Owner") hereby agree with WESTVIEW HOME OWNERS ASSOCIATION, INC., an Ohio corporation not for profit (the "Association") that:

WHEREAS, the Association proposes to operate a swimming pool and other recreational facilities which will be situated upon the parcels of land located in the Village of Westview, Ohio, being further described in Exhibit "A" attached hereto and made a part hereof (the "Recreational Facilities"); and

WHEREAS, each Owner of the fee simple title to a residential unit comprised of part of the premises conveyed by Westview Village, Inc. to Earl M. Linden by deed recorded in Volume 11163, page 223 Cuyahoga County record of deeds, is a member of the Association by virtue of such ownership pursuant to the by-laws of said Association; and

WHEREAS, each Owner acquiring the fee simple title to a residential unit which is comprised of a part of the premises conveyed herein (each such residential unit being hereinafter referred to as the "Residence") is entitled by virtue thereof to be a member in said Association according to the by-laws of said Association; and

WHEREAS, the use of the Recreational Facilities is reserved for members of the Association and such others to whom such members shall grant privileges thereto;

NOW, THEREFORE, IT IS AGREED:

1. That each Owner shall by virtue of his ownership of the fee simple title to a portion of the premises being conveyed herein become and remain a member of said Association so long as he is the owner of any portion of the premises being conveyed herein.

Exhibit C

2. That the parcels of land upon which the Recreational Facilities are to be situated are being changed and instead of consisting of those described in Exhibit "A" in the deed from WBSVIEW VILLAGE, INC. to EARL M. LINDEN recorded in Volume 11163, page 223 of Cuyahoga County record of deeds, shall be those described in Exhibit "B" attached hereto and made a part hereof as fully as though rewritten herein.

3. That the Association shall operate and maintain the Recreational Facilities for the exclusive use of the members of the Association and such others to whom the membership thereof shall grant privileges thereto during all such times as the members of the Association shall pay all expenses incurred by the Association in connection with its operation of the Recreational Facilities.

4. That the Association shall operate the Recreational Facilities with the highest degree of care for the safety of those using the Recreational Facilities and shall employ and provide a qualified lifeguard to be on duty at all times during which the swimming pool is open for use.

5. That each Owner shall pay to the Association on or before May 1st of each year the sum of \$30.00 in advance as each Owner's anticipated prorata share of the annual expenses which the Association anticipates it shall incur during the following year in connection with its operation of the Recreational Facilities, provided, however, that if at any time thereafter it is determined by the affirmative vote of the majority of the members of the Association present at a meeting at which a quorum is present that each Owner's prorata share of said annual expenses of the Association shall be more than \$30.00, each Owner shall pay such increased amount promptly upon being billed therefor by the Association.

6. That each Owner's prorata share of the annual expenses of the Association for operating Recreational Facilities which shall be determined pursuant to the provisions of paragraph 5 of this deed shall not constitute a lien or encumbrance against his Residence but shall be a personal covenant and obligation of each Owner, which shall accrue for each year during which at any time he is the record holder of the title to the Residence, and shall be enforceable against him by the Association.

7. That the foregoing terms and provisions shall be effective during the period commencing with the date of the filing for record of the within deed and ending upon such date as the Association shall dissolve, at which time the conditions of this deed hereinabove set forth shall be automatically void and of no force and effect.

8. That the terms and provisions hereof shall constitute covenants running with the land (subject, however, to termination as provided in section 7 of this deed on dissolution of the Association) and shall be binding upon

and inure to the benefit of the Association, its successors and assigns, and each Owner and his heirs, devisees, administrators, executors, personal representatives and assigns.

Except as otherwise expressly provided herein, all the covenants, terms, provisions and conditions set forth in the deed from WESTVIEW VILLAGE, INC. to EARL M. LINDEN, recorded in Volume 11163, page 223 of Cuyahoga County record of deeds, shall remain in full force and effect.

The conditions of this deed hereinabove set forth may be changed, modified or revoked at any time by the execution and filing with the Recorder of Cuyahoga County, Ohio of an appropriate document for such person by:

- A. The Grantor, during any period in which it is the record owner of fee simple title to 100,000 square feet or more of the land comprised within the premises conveyed herein and any land adjacent thereto; or
- B. The owners of a majority of more than fifty percent (50%) of the premises (being those conveyed herein and those conveyed in the deed from Westview Village, Inc. to Earl M. Linden, recorded in Volume 11163, page 223 Cuyahoga County record of deeds) during any such time as the Grantor is not the record owner of fee simple title to 100,000 square feet or more of the land comprised within the premises and any land adjacent thereto.

The Grantee or any other Owner or Owners of any portion of the premises shall have the right to sue for and obtain an injunction, prohibitive or mandatory, to prevent the breach of or to enforce the observance of the conditions herein set forth, in addition to the ordinary legal action for damages, and the failure of the Grantee or the Owner or Owners of any portion of the premises to enforce any of the conditions herein set forth at the time of the violation thereof shall in no event constitute, or be deemed to constitute, a waiver of the right to do so as to any subsequent violation.

X

filed 8/27/65  
at 4:28  
J.L.

- 4 -  
Exhibit C

TO HAVE AND TO HOLD the premises aforesaid, with the appurtenances thereunto belonging, to the said Grantee, his heirs and assigns, so that neither the said Grantor, nor its successors or assigns nor any other person claiming title through or under it shall or will hereafter claim or demand any right or title to the premises, or any part thereof; but they and every one of them shall by these presents be excluded and forever barred.

IN WITNESS WHEREOF, said corporation has herunto set its hand the 10th day of August, in the year of our Lord one thousand nine hundred sixty-five.

Signed and acknowledged  
in the presence of:

James C. Butte

Harry D. Wynn

WESTVIEW VILLAGE, INC.

By Earl M. Linden President

By Harry Steiger Secretary

Exhibit C

STATE OF OHIO }  
CUYAHOGA COUNTY } SS

Vol 11644 16 260

BEFORE ME, a Notary Public in and for said County and State, personally appeared the above named WESTVIEW VILLAGE, INC., by Earl H. Linden, its President, and Harry Steiger, its Secretary, who acknowledged that they did sign the foregoing instrument 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 TESTIMONY WHEREOF, I hereunto set my hand and official seal at Cleveland, Ohio this 10th day of August, 1965.



Larry L. Wynn  
Notary Public

Larry L. Wynn, Attorney At Law  
J. Edgar Hoover State of Ohio  
My Commission Expires on expiration date  
Section 11113, R.C.

The undersigned, WESTVIEW HOME OWNERS ASSOCIATION, INC., an Ohio corporation not for profit, for the sole purpose of agreeing to be bound by and observe and perform the covenants and conditions on the part of the Association to be observed and performed pursuant to and in accordance with the foregoing Deed, does hereby execute the within Deed:

Signed and acknowledged  
in presence of:

WESTVIEW HOME OWNERS ASSOCIATION,  
INC.

Marvin S. Zelman  
Larry L. Wynn

By Earl H. Linden  
Earl H. Linden, President  
By David A. Kaufman  
David A. Kaufman, Secretary

STATE OF OHIO }  
CUYAHOGA COUNTY } SS

BEFORE ME, a Notary Public in and for said County and State, personally appeared the above named WESTVIEW HOME OWNERS ASSOCIATION, INC. by Earl H. Linden, its President, and David A. Kaufman, its Secretary, who acknowledged that they did sign the foregoing instrument 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 TESTIMONY WHEREOF, I hereunto set my hand and official seal at Cleveland, Ohio this 10th day of August, 1965.



Larry L. Wynn  
Notary Public

THIS INSTRUMENT  
PREPARED BY  
MARVIN S. ZELMAN  
Attorney At Law  
BURKE, JUNKER & BEACH

NO REVENUE STAMPS REQUIRED

Larry L. Wynn, Attorney At Law  
J. Edgar Hoover State of Ohio  
My Commission Expires on expiration date  
Section 11113, R.C.

EXHIBIT "A"  
TO  
QUITCLAIM DEED FROM  
WESTVIEW VILLAGE, INC.  
TO  
EARL M. LINDEN

Vol 11644 R 261

Parcel Number 1.

Situated in the Village of West View, County of Cuyahoga and State of Ohio:

and known as being part of Original Olmsted Township Tract 3 and bounded and described as follows:

Beginning in the center line of Sprague Road (60 feet wide) at the Southwesterly corner of the Village of Westview, as aforesaid;

Thence North  $1^{\circ}-27'-43''$  West 2041.14 feet along the Westerly line of the Village of Westview, as aforesaid, to the Southwesterly corner of Sublot No. 177 in Vinewood Inc., Westview Subdivision No. 3 of a part of Original Olmsted Township Tract 3, recorded in Volume 189, Pages 61 and 62 of Cuyahoga County Map Records;

Thence North  $88^{\circ}-32'-17''$  East 150.00 feet along the Southerly line of said Sublot No. 177 to the Southeasterly corner thereof;

Thence North  $1^{\circ}-27'-43''$  West 53.00 along the Easterly line of said Sublot No. 177 to an angle point in the Southerly line of said Westview Subdivision No. 3;

Thence Due East 210.07 feet along said Southerly line of Westview Subdivision No. 3 to a point;

Thence South  $1^{\circ}-27'-43''$  East 1736.05 feet parallel with said Westerly line of the Village of Westview to a point;

Thence South  $88^{\circ}-06'-12''$  West 26.63 feet parallel with said center line of Sprague Road to a point;

Thence South  $1^{\circ}-27'-43''$  East 350.00 feet parallel with said Westerly line of the Village of Westview to a point in said center line of Sprague Road;

Thence South  $88^{\circ}-06'-12''$  West 333.38 feet along said center line of Sprague Road to the place of beginning, be the same more or less, but subject to all legal highways.

Parcel Number 2.

Situated in the Village of West View, County of Cuyahoga and State of Ohio:

and known as being part of Original Olmsted Township Tract 3 and bounded and described as follows:

Beginning at a point in the Northerly line of land conveyed to Walter Cherpic by deed dated December 9, 1947 and recorded in Volume 6444, Page 95 of Cuyahoga County Deed Records, distant due East 30.38 feet from the Northwesterly corner thereof, said place of beginning being also the Northwesterly corner of Vinewood, Inc., Westview Subdivision No. 6 proposed;

Thence South  $1^{\circ}-27'-43''$  East 1232.19 feet along the Westerly line of said Vinewood, Inc., Westview Subdivision No. 6 Proposed to the Southwesterly corner thereof;

Thence South  $88^{\circ}-06'-12''$  West 360.01 feet parallel with the center line of Sprague Road (60 feet wide) to a point;

Thence North  $1^{\circ}-27'-43''$  West 1244.11 feet parallel with said Westerly line of Vinewood, Inc., Westview Subdivision No. 6 proposed to a point in the Southerly line of land conveyed to Jane S. Walkden by deed dated May 19, 1925 and recorded in Volume 3470, Page 8 of Cuyahoga County deed records;

Thence Due East 360.12 feet along said Southerly line of land as conveyed to Jane S. Walkden to the place of beginning, containing 10.232 acres of land, be the same more or less but subject to all legal highways.



and known as being sublots Nos. 260 to 274, inclusive, in Vinewood, Inc., Westview Subdivision Number 6, of part of Original Olmsted Township Tract No. 3, as shown by the recorded plat in Volume 190 of Maps, Page 56 of Cuyahoga County Records, as appears by said plat, but subject to all legal highways.

Parcel Number 4.

Situated in the Village of West View, County of Cuyahoga and State of Ohio, and known as being part of Original Olmsted Township Tract 3 and bounded and described as follows:

Beginning at the point of intersection of the center line of Usher Road (60 feet wide) and the center line of Sprague Road (60 feet wide);

Thence North  $88^{\circ}-23'-30''$  East 822.85 feet along said center line of Sprague Road to an angle point therein;

Thence North  $88^{\circ}-06'-12''$  East 1674.52 feet along said center line of Sprague Road to its point of intersection with the center line of Fernwood Drive Proposed (60 feet wide);

Thence North  $1^{\circ}-27'-43''$  West 830.02 feet along said center line of Fernwood Drive Proposed to the Principal Place of Beginning of Royalton Acres Development Subdivision No. 1 Proposed;

1. Thence North  $1^{\circ}-27'-43''$  West 1226.23 feet along the center line of Fernwood Drive Proposed to its point of intersection with the South line of Vinewood, Inc., Westview Subdivision No. 3 of a part of Original Olmsted Township Tract No. 3, as shown by the recorded Plat in Volume 189 of Maps, Pages 61 and 62 of Cuyahoga County Records;

2. Thence Due East 703.56 feet along said South line of Westview Subdivision No. 3 to the Northeasterly corner of said Royalton Acres Development Co's Subdivision No. 1;

3. Thence South  $1^{\circ}-19'-00''$  East 1202.97 feet along the Easterly line of Royalton Acres Development Co's Subdivision No. 1 Proposed, as aforesaid, to the Southeasterly corner thereof;

4. Thence South  $88^{\circ}-06'-12''$  West 700.29 feet along the Southerly line of Royalton Acres Development Co's Subdivision No. 1, Proposed, as aforesaid, to the Principal place of beginning, containing 19.569 acres of land, be the same more or less, but subject to all legal highways.



DESCRIPTION OF BLOCK "A"  
(TREATMENT PLANT SITE & LAGOON AREA EXCLUDED)

Situated in The Village of Westview and Olmsted Township, County of Cuyahoga and State of Ohio and known as being part of Block "A" in a Re-Subdivision of Westview Subdivision No. 1 of part of Original Olmsted Township Tract 3, as shown by the recorded Plat in Volume 189 of Maps, Page 55 of Cuyahoga County Records and bounded and described as follows:

Beginning in the Southeasterly line of Ushur Road (60 feet wide) at the Northwestern corner of said Block "A";  
Thence North  $89^{\circ}-39'-04''$  East 637.30 feet along the Northerly line of said Block "A" to a point;  
Thence Due South 138.61 feet to a point;  
Thence Due East 600.00 feet to a point;  
Thence Due North 141.57 feet to a point in said Northerly line of Block "A";  
Thence North  $89^{\circ}-39'-04''$  East 172.76 feet along said Northerly line of Block "A" to the Northeasterly corner thereof;  
Thence Due South 272.62 feet along the Easterly line of Block "A", as aforesaid, to the Southeasterly corner thereof;  
Thence Due West 500.00 feet along the Southerly line of Block "A", as aforesaid, to an angle point therein;  
Thence Due South 150.00 feet along an Easterly line of Block "A", as aforesaid, to a point in the Northerly line of Redwood Drive (60 feet wide);  
Thence Due West 40.00 along said Northerly line of Redwood Drive to a point;  
Thence Due North 150.00 feet along a Westerly line of Block "A", as aforesaid, to an angle point;  
Thence Due West 840.00 feet along said Southerly line of Block "A" to an angle point therein;  
Thence North  $71^{\circ}-19'-53''$  West 121.94 feet along the Southwesterly line of Block "A", as aforesaid, to a point in said Southeasterly line of Ushur Road;  
Thence North  $17^{\circ}-47'-07''$  East 87.68 feet along said Southeasterly line of Ushur Road to a point of curvature therein;  
Thence curving to the right 153.01 feet along said Southeasterly line of Ushur Road on an arc with a radius of 924.93 feet and whose chord bears North  $22^{\circ}-31'-46''$  East 153.00 feet to the place of beginning, be the same more or less but subject to all legal highways.

1742

RECEIVED FOR RECORD  
AUG 21 1968  
RECORDED IN QUINCY  
CO. ILL.  
AUG 21 1968  
AUG 21 1968  
AUG 21 1968

Q

919334

Q

110