

AMENDMENTS TO THE
DECLARATION OF CONDOMINIUM OWNERSHIP
FOR
PINE MILL RIDGE CONDOMINIUM ESTATES NO. 1

 **55144285**
Pg: 1 of 6
01/19/2005 03:15P
CONDO 64.00
John A Donofrio, Summit Fiscal Officer

THIS WILL CERTIFY THAT A COPY OF THESE AMENDMENTS TO THE DECLARATION OF CONDOMINIUM OWNERSHIP FOR PINE MILL RIDGE CONDOMINIUM ESTATES NO. 1 WERE FILED IN THE OFFICE OF THE FISCAL OFFICER OF SUMMIT COUNTY, OHIO.

DATED: 1-19-05

BY: JOHN A. DONOFRIO
FISCAL OFFICER
By O. Taylor, Deputy Auditor



**AMENDMENTS TO THE
DECLARATION OF CONDOMINIUM OWNERSHIP FOR
PINE MILL RIDGE CONDOMINIUM ESTATES NO. 1**

WHEREAS, the Declaration of Condominium Ownership for Pine Mill Ridge Condominium Estates No. 1 (the "Declaration") and the Bylaws of Pine Mill Ridge Condominium Estates No. 1 Owners' Association, Inc. (the "Bylaws"), Exhibit "C" to the Declaration, were recorded at Summit County Records Volume 6571, Page 489 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 as permitted by Chapter 5311 of the Ohio Revised Code and the Declaration of Condominium Ownership for Pine Mill Ridge Condominium Estates No. 1 have in all respects been complied with.

NOW THEREFORE, the Declaration of Condominium Ownership for Pine Mill Ridge Condominium Estates No. 1 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) INSERT a new SECTION E, entitled "Enforcement Assessments," to the end of DECLARATION ITEM 19. Said new addition, to be added on Page 28 of the Declaration, as recorded at Summit County Records, Volume 6571, Page 489 et seq., is as follows:

E. 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;



55144285

Pg: 3 of 6
01/19/2005 03:15P
CONDO 64.00

John A Donofrio, Summit Fiscal Officer

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.

(5) INSERT a new 2nd PARAGRAPH to the end of DECLARATION ITEM 15, SECTION D, entitled "Lien of Association." Said new addition, to be added on Page 18 of the Declaration, as recorded at Summit County Records, Volume 6571, Page 489 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.

(6) INSERT a new PARAGRAPH to the end of DECLARATION ITEM 3, SECTION B(11), entitled "Rental of Family Units." Said new addition, to be added on Page 5 of the Declaration, as recorded at Summit County Records, Volume 6571, Page 489 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.

(7) INSERT a new 2nd PARAGRAPH to the end of DECLARATION ITEM 15, SECTION A, entitled "General." Said new addition, to be added on Page 17 of the Declaration, as recorded at Summit County Records, Volume 6571, Page 489 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;



55144285

Pg: 4 of 6
01/19/2005 03:15P
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- (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.

(8) INSERT a new 2nd PARAGRAPH to the end of BYLAWS ARTICLE IV, SECTION 6, entitled "Special Services." Said new addition, to be added on Page 15 of the Bylaws, Exhibit "C" of the Declaration, as recorded at Summit County Records, Volume 6571, Page 489 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.

(9) INSERT a new SECTION B(13), entitled "Owner/Resident Information," to DECLARATION ITEM 3. Said new addition, to be added on Page 5 of the Declaration, as recorded at Summit County Records, Volume 6571, Page 489 et seq., is as follows:

(13) 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.

(10) INSERT a new SENTENCE to the end of BYLAWS ARTICLE V, SECTION 2, entitled "Preparation of Estimated Budget." Said new addition, to be added on Page 17 of the Bylaws, Exhibit "C" of the Declaration, as recorded at Summit County Records, Volume 6571, Page 489 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.

(11) INSERT a new **BYLAWS ARTICLE II, SECTION 10**, entitled "**Powers and Duties.**" Said new additions to be added on Page 9 of the Bylaws, Exhibit "C" of the Declaration, as recorded at Summit County Records, Volume 6571, Page 489 et seq., is as follows:

Section 10. Powers and Duties. 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:

(a) Hire and fire managing agents, 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;

(b) 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;

(c) Enter into contracts and incur liabilities relating to the operation of the Condominium Property;

(d) Adopt rules that regulate the use or occupancy of Units, the maintenance, repair, replacement, modification, and appearance of Units, Common Elements, and Limited Common Elements when the actions regulated by those rules affect Common Elements or other Units;

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

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

(g) Purchase insurance and fidelity bonds the Board considers appropriate or necessary; and

(h) 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

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Pg: 5 of 6
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John A Donofrio, Summit Fiscal Officer

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 Pine Mill Ridge Condominium Estates No. 1 Homeowners' Association, Inc. has caused the execution of this instrument this 12th day of JANUARY, 2005.

PINE MILL RIDGE CONDOMINIUM ESTATES NO. 1
HOMEOWNERS' ASSOCIATION, INC.

By: Irene Sokol
IRENE SOKOL, its President

STATE OF OHIO)
COUNTY OF Summit)

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Pg: 6 of 6
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CONDO 64.00
John A Donofrio, Summit Fiscal Officer

BEFORE ME, a Notary Public, in and for said County, personally appeared the above named Pine Mill Ridge Condominium Estates No. 1 Homeowners' Association, Inc., by Irene Sokol, its President, who acknowledged that she did sign the foregoing instrument, on Page 6 of 6, 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 Akron, Ohio, this 12th day of January, 2005.

Jenny R. Archer
NOTARY PUBLIC

JENNY R. ARCHER
Notary Public, State of Ohio
Commission Expires 3-25-06
Recorded in Summit County


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

ENW

AMENDMENT TO THE
DECLARATION OF CONDOMINIUM OWNERSHIP
FOR
PINE MILL RIDGE CONDOMINIUM ESTATES NO. 1

TRANSFER NOT NECESSARY
John A. Donofrio, Fiscal Officer
4-9-03

APPROVED AS TO FORM


Assistant Prosecuting Attorney

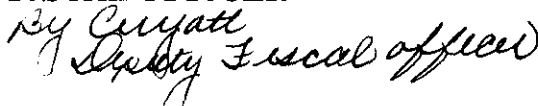
Summit County, Ohio

Marvin D. Evans

THIS WILL CERTIFY THAT A COPY OF THIS AMENDMENT TO THE DECLARATION OF CONDOMINIUM OWNERSHIP FOR PINE MILL RIDGE CONDOMINIUM ESTATES NO. 1 WAS FILED IN THE OFFICE OF THE FISCAL OFFICER OF SUMMIT COUNTY, OHIO.

DATED: 4.9.03

BY: JOHN A. DONOFRIO
FISCAL OFFICER


Deputy Fiscal Officer



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Pg: 1 of 5
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CONDO 28.00

**AMENDMENT TO THE
DECLARATION OF CONDOMINIUM OWNERSHIP FOR
PINE MILL RIDGE CONDOMINIUM ESTATES NO. 1**

WHEREAS, the Declaration of Condominium Ownership for Pine Mill Ridge Condominium Estates No. 1 (the "Declaration") and the By-Laws of Pine Mill Ridge Condominium Estates No. 1 Owners' Association, Inc. (the "Bylaws"), Exhibit "C" to the Declaration, were recorded at Summit County Records Volume 6571, Page 489 et seq., and

WHEREAS, the Pine Mill Ridge Condominium Estates Phase I Homeowners' Association, Inc. (the "Association") is a corporation consisting of all Owners in Pine Mill Ridge #1 and as such is the representative of all Owners, and

WHEREAS, Item 10 of said Declaration authorizes amendments to the Declaration, and

WHEREAS, 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, attached hereto as Exhibit A is an Affidavit of the Association's President of the consenting mortgagees, if any, on the records of the Association, of the various Family Units, to the Amendment, and

WHEREAS, the Association has in its records the signed, written consents to the Amendment signed by Owners representing 86.18% of the Association's voting power, and

WHEREAS, the Association has in its records the power of attorney signed by Owners representing 86.18% of the Association's voting power authorizing the Association's officers to execute the Amendment on their behalf, 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 Pine Mill Ridge Condominium Estates No. 1 have in all respects been complied with.

NOW THEREFORE, the Declaration of Condominium Ownership for Pine Mill Ridge Condominium Estates No. 1 is hereby amended by the following:

INSERT a new DECLARATION Item 3, Section B(12) entitled "Occupancy Restriction." Said new addition, to be added on Page 5 of the Declaration as recorded in the Summit County Records, Volume 6571, Page 489 et seq., is as follows:

(12) Occupancy Restriction. No person who is determined to be a sexual predator pursuant to the Ohio Sex Offenders Act or similar statute



54853447 ge 2 of 5
Pg: 2 of 5
04/10/2003 09:32A
CONDO 28.00

from another jurisdiction and required to register with a designated registering agency pursuant to said Act or similar statute, as the same may from time to time be amended, may reside in or occupy a Family Unit for any length of time. Any violation of this restriction shall subject the Owner and/or any occupant of the Family Unit to any and all remedies provided for by law as well as this Declaration. The Association shall not, however, be liable to any Owner or occupant, or anyone visiting any Family Unit 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/or Bylaws shall be interpreted in favor of this restriction on the occupancy of Family Units. 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 Pine Mill Ridge Condominium Estates Phase I Homeowners' Association, Inc. has caused the execution of this instrument this 27th day of MARCH, 2003.

PINE MILL RIDGE CONDOMINIUM ESTATES PHASE I HOMEOWNERS' ASSOCIATION, INC.

By: Irene Sokol
IRENE SOKOL, its President

By: Marjorie Wickiser
MARJORIE WICKISER, its Secretary



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Pg: 3 of 5
04/10/2003 09:32A
CONDO 28.00

STATE OF OHIO)
) SS
COUNTY OF SUMMIT)

BEFORE ME, a Notary Public, in and for said County, personally appeared the above named Pine Mill Ridge Condominium Estates Phase I Homeowners' Association, Inc., by its President and its Secretary, who acknowledged that they did sign the foregoing instrument, on Page 3 of 5, 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 Cuyahoga Falls, Ohio, this 27th day of MARCH, 2003.


NOTARY PUBLIC

JENNY R. ARCHER
Notary Public, State of Ohio
My Commission Expires 3-25-06
Recorded in Summit County

3-25-06

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Pg: 4 of 5
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CONDO 28.00
John A Donofrio, Summit Fiscal Officer

Enw.

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 SUMMIT) SS

IRENE SOKOL, being first duly sworn, states as follows:

1. She is the duly elected and acting President of the Pine Mill Ridge Condominium Estates Phase I Homeowners' Association, Inc.
2. As such President, she certifies that, to date, there are no consenting mortgagees of the various Family Units.
3. Further affiant sayeth naught.

Irene Sokol

 IRENE SOKOL, President

BEFORE ME, a Notary Public, in and for said County, personally appeared the above named IRENE SOKOL 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 Cuyahoga Falls, Ohio, this 27th day of MARCH, 2003.

Jenny R. Archer

 NOTARY PUBLIC

JENNY R. ARCHER
 Notary Public, State of Ohio
 My Commission Expires 3-25-06
 Recorded in Summit County



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 Pg: 5 of 5
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Page: 1 of 10
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AMENDMENTS TO THE
DECLARATION OF CONDOMINIUM OWNERSHIP FOR
PINE MILL RIDGE CONDOMINIUM ESTATES NO. 1

THIS WILL CERTIFY THAT A COPY OF THIS AMENDMENT TO THE DECLARATION OF CONDOMINIUM OWNERSHIP FOR PINE MILL RIDGE CONDOMINIUM ESTATES NO. 1 WAS FILED IN THE OFFICE OF THE COUNTY AUDITOR OF SUMMIT COUNTY, OHIO.

DATED: March 20, 2000

BY: *James B McCarthy*
COUNTY AUDITOR
By Wyatt
Deputy Auditor

William E. Schultz
Assistant Prosecuting Attorney
Summit County, Ohio



AMENDMENTS TO THE
DECLARATION OF CONDOMINIUM OWNERSHIP FOR
PINE MILL RIDGE CONDOMINIUM ESTATES NO. 1

WHEREAS, the Declaration of Condominium Ownership for Pine Mill Ridge Condominium Estates No. 1 was recorded at Volume 6571, Pages 489 et seq., of Summit County Records, and

WHEREAS, the Pine Mill Ridge Condominium Estates Phase I Homeowners' Association, Inc. is a corporation consisting of all Unit Owners in Pine Mill Ridge Condominium Estates No. 1 and as such is the representative of all owners, and

WHEREAS, Item 10 of said Declaration authorizes amendments to the Declaration, and

WHEREAS, Unit Owners in excess of 75.0% of the voting power of the Association have executed three instruments in writing setting forth specifically the new matters to be added, and

WHEREAS, attached hereto as Exhibit A is an Affidavit of the President of the Association of the consenting mortgagees, if any, of the various Family Units, and

WHEREAS, the Association has in its records the consents to Amendment A signed by Unit Owners 80.94% of the voting power of the Association, and

WHEREAS, the Association has in its records the power of attorney signed by Unit Owners representing 80.94% of the voting power authorizing the officers of the Pine Mill Ridge Condominium Estates Phase I Homeowners' Association, Inc. to execute Amendment A on their behalf, and

WHEREAS, the Association has in its records the consents to Amendment B signed by Unit Owners representing 80.94% of the voting power of the Association, and



WHEREAS, the Association has in its records the power of attorney signed by Unit Owners representing 80.94% of the voting power authorizing the officers of the Pine Mill Ridge Condominium Estates Phase I Homeowners' Association, Inc. to execute Amendment B on their behalf, and

WHEREAS, the Association has in its records the consents to Amendment C signed by Unit Owners representing 81.00% of the voting power of the Association, and

WHEREAS, the Association has in its records the power of attorney signed by Unit Owners representing 81.00% of the voting power authorizing the officers of the Pine Mill Ridge Condominium Estates Phase I Homeowners' Association, Inc. to execute Amendment C on their behalf, 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 Pine Mill Ridge Condominium Estates No. 1 have in all respects been complied with,

NOW THEREFORE, the Declaration of Condominium Ownership for Pine Mill Ridge Condominium Estates No. 1 is hereby amended by the following:

AMENDMENT A

INSERT a new DECLARATION Item 19, Section C entitled, "Cost of Collection." Said new addition, to be added on Page 28 of the Declaration as recorded in Summit County Records Volume 6571, Pages 489 et seq., is as follows:

C. Cost of Collection.

A delinquent Unit Owner shall also be liable for any and all costs incurred by the Association in connection with the collection of the delinquent owner's account, including reasonable attorney fees, recording costs, title reports and/or court costs.



INSERT a new DECLARATION Item 19, Section D entitled, "COST OF ENFORCEMENT." Said new addition to be added on Page 28 of the Declaration as recorded in Summit County Records Volume 6571, Pages 489 et seq. is as follows:

D. Cost of Enforcement.

If any Unit Owner (either by his or her conduct or by the conduct of any occupant of his or her unit) shall violate any provision of the Declaration, Bylaws or any rule adopted, said Unit Owner shall pay to the Association, in addition to any other sums due, all costs and expenses incurred by the Association in connection with the enforcement of said provision or rule, including reasonable attorney fees and/or court costs. Said costs and expenses shall be charged as a special assessment against said Unit Owner. 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 Item 15, Section D.

Any conflict between these provisions and any other provisions of the Declaration and Bylaws shall be interpreted in favor of this amendment regarding the cost of collection and cost of enforcement. 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 within one year of the recording of the amendment.

AMENDMENT B

MODIFY DECLARATION Item 13, Section A entitled, "Management, Maintenance, Repairs, Alterations, and Improvements." Said modification, to be made on Page 12 of the Declaration as recorded in Summit County Records Volume 6571, Pages 489 et seq., is as follows (new language is underlined):

A. Except as otherwise provided herein, the management, maintenance, repair, alteration, and improvement of the Common Areas and Facilities shall be the responsibility of the



Association. The Association shall do likewise for the Limited Common Area garages and decks, except that Family Unit Owners shall be responsible for the light maintenance (i.e. cleaning) of the interior of the garages and their decks. The Association may delegate all or any portion of its authority to discharge such responsibility to a manager or managing agent. Each owner agrees to maintain, repair and replace, at his expense, all portions of the Common Areas and Facilities which may be damaged or destroyed by reason of the willful or uninsured negligent act or neglect of himself or any other member of his household, or by the willful or uninsured negligent act or neglect of any invitee, licensee or guest of such owner or member of his household.

MODIFY DECLARATION Item 13, Section B, Paragraph 1 entitled, "Family Unit Owner." Said modification, to be made on Page 12 of the Declaration as recorded in Summit County Records Volume 6571, Pages 489 et seq., is as follows (new language is underlined):

The responsibility of each Family Unit Owner shall be as follows:

(1) To maintain, repair, and replace, at his expense, all portions of his Family Unit, and all internal installations of such Family Unit, such as appliances, heating, plumbing, electrical and air conditioning fixtures or installations, and any portion of any other utility service facilities located within the Family Unit boundaries, and to do likewise with all Limited Common Areas and Facilities, except as otherwise provided herein, designated by the Association for his use.

Any conflict between these provisions and any other provisions of the Declaration and Bylaws shall be interpreted in favor of this amendment regarding the responsibility for the maintenance, repair and replacement of the Limited Common Area garages and decks. 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 within one year of the recording of the amendment.



AMENDMENT C

DELETE BYLAWS ARTICLE II, Section 1, entitled "Number and Qualification." in its entirety. Said deletion is to be taken from Page 6 of the Bylaws, Exhibit "C" of the Declaration as recorded in Summit County Records Volume 6571, Pages 489 et seq.

INSERT a new BYLAWS ARTICLE II, Section 1, entitled "Number and Qualification." Said addition, to be made on Page 6 of the Bylaws, Exhibit "C" of the Declaration as recorded in Summit County Records Volume 6571, Pages 489 et seq., is as follows:

Section 1. Number and Qualification. In accordance with Section 3 hereof, the Board shall consist of three (3) or five (5) persons, except as otherwise provided, each of whom must be a Unit Owner, spouse of an occupier and a Unit Owner or other heir-at-law of the Unit Owner under the Ohio statutes of descent and distribution, or, in the case of a Unit held by a corporation, partnership, fiduciary, or nominee, the designated representative thereof shall be eligible to serve as a member of the Board. Furthermore, if, at any time, one bank, savings and loan association, insurance company or other lending institution shall hold mortgages upon more than fifty percent (50%) of the units, such lending institution may designate its representative who shall be a fourth or sixth member of the Board of Managers. Such representative need not be an owner or occupier of a Unit.

DELETE BYLAWS ARTICLE II, Section 3, entitled "Term of Office; Resignations." in its entirety. Said deletion is to be taken from Page 7 of the Bylaws, Exhibit "C" of the Declaration as recorded in Summit County Records Volume 6571, Pages 489 et seq.

INSERT a new BYLAWS ARTICLE II, Section 3, entitled "Term of Office; Resignations." Said addition, to be made on Page 7 of the Bylaws, Exhibit "C" of the Declaration as recorded in Summit County Records Volume 6571, Pages 489 et seq., is as follows:

Section 3. Term of Office; Resignations. Except as otherwise provided herein, each Manager shall hold office until the next Annual Meeting of the members of the Association and until his successor is elected, or until his earlier resignation, removal from office or death. Any Manager may resign at any time in writing delivered to the



Secretary of the Association; such resignation shall take effect immediately or at such other time as the Manager may specify. Members of the Board shall serve without compensation. At the first Annual Meeting held after the recording of this Amendment and at every Annual Meeting thereafter, Association members, exercising a majority of the voting power, may elect to decrease the Board from five (5) to three (3) Managers or increase the Board from three (3) to five (5) Managers. Consideration of such an election shall only be made by motion, duly seconded, made prior to the election of Managers at the Annual Meeting. Upon approval of such an election the terms of all Managers previously elected or appointed shall expire; provided, however, that such persons shall be eligible for re-election to the Board. Depending on whether the Association is electing five (5) or three (3) Managers, the three (3) or two (2) candidates, respectively, receiving the greatest percentage of the voting power of the Association shall be elected for a two-year (2) term. The next two (2) or one (1) candidate(s), respectively, shall be elected for a one-year (1) term. Thereafter, all Managers shall be elected for a two-year (2) term.

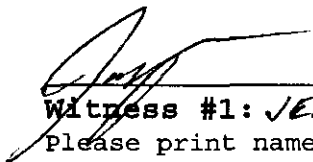
Any conflict between these provisions and any other provision of the Bylaws shall be interpreted in favor of this amendment establishing the procedure for electing five (5) or three (3) Board members and the terms of office. Upon the recording of this amendment, only Unit Owners of record at the time 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 within one year of the recording of the amendment.



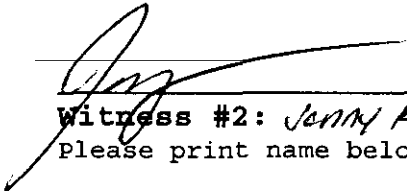
IN WITNESS WHEREOF, the said Pine Mill Ridge Condominium Estates Phase I Homeowners' Association, Inc., has caused the execution of this instrument this 7th day of MARCH, 2000.

PINE MILL RIDGE CONDOMINIUM ESTATES PHASE I
HOMEOWNERS' ASSOCIATION, INC.


Signed and acknowledged
in the presence of both:


Witness #1: JENNY R. ARCHER
Please print name below signature.

By: Megan Conrad
MEGAN CONRAD, its President


Witness #2: JENNY R. ARCHER
Please print name below signature.

By: Marjorie J. Wickiser
MARJORIE WICKISER, its Secretary

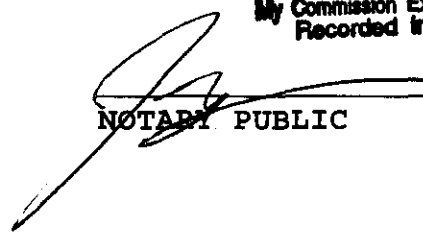
This instrument prepared by:
DAVID W. KAMAN, Esq.
Kaman , Ott & Cusimano, Attorneys at Law
50 Public Square
600 Terminal Tower
Cleveland, Ohio 44113
(216) 696-0650 

STATE OF OHIO)
)
COUNTY OF Summit) SS

BEFORE ME, a Notary Public in and for said County, personally appeared the above named Pine Mill Ridge Condominium Estates Phase I Homeowners' Association, Inc., by its President and 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 WITNESS WHEREOF, I have hereunto set my hand and official seal at Cynthiana Falls, Ohio, this 7th day of MARCH, 2000.

JENNY R. ARCHER
Notary Public, State of Ohio
My Commission Expires 3-28-01
Recorded in Summit County


NOTARY PUBLIC


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Page: 9 of 10
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JAMES B MCCARTHY SUMMIT CO AUDITOR

EXHIBIT A

AFFIDAVIT

STATE OF OHIO)
)
COUNTY OF Summit) SS

MEGAN CONRAD, being first duly sworn, states as follows:

1. She is the duly elected and acting President of the Pine Mill Ridge Condominium Estates Phase I Homeowners' Association, Inc.
2. As such President, she states that, to date, there are no consenting mortgagees of the various Family Units.
3. Further affiant sayeth naught.

Megan Conrad
MEGAN CONRAD, President

BEFORE ME, a Notary Public in and for said County, personally appeared the above named MEGAN CONRAD 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 at Cuyahoga Falls, Ohio, this 7th day of MARCH, 2000.

JENNY R. ARCHER
Notary Public, State of Ohio
My Commission Expires 3-25-01
Recorded in Summit County
Jenny R. Archer
NOTARY PUBLIC