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AMENDMENT TO THE
DECLARATION OF CONDOMINIUM OWNERSHIP
FOR
BLAIR HOUSE CONDOMINIUM

PLEASE CROSS MARGINAL REFERENCE WITH THE DECLARATION OF CONDOMINIUM OWNERSHIP FOR BLAIR HOUSE CONDOMINIUM RECORDED AT VOLUME 5460, PAGE 454 ET SEQ. OF THE SUMMIT COUNTY RECORDS.

THIS WILL CERTIFY THAT A COPY OF THIS AMENDMENT TO THE DECLARATION OF CONDOMINIUM OWNERSHIP FOR BLAIR HOUSE CONDOMINIUM WAS FILED IN THE OFFICE OF THE FISCAL OFFICER OF SUMMIT COUNTY, OHIO.

DATED: 3/14/16

BY: KRISTEN M. SCALISE CPA, CFE
FISCAL OFFICER

Katie Mancino
Katie Mancino

DOC # 56197065

**AMENDMENT TO THE
DECLARATION OF CONDOMINIUM OWNERSHIP FOR
BLAIR HOUSE CONDOMINIUM**

WHEREAS, the Declaration of Condominium Ownership for Blair House Condominium (the "Declaration") and the Bylaws of Blair House Condominium, Inc. (the "Bylaws"), Exhibit B the Declaration, was recorded at Summit County Records, Volume 5460, Page 454 et seq., and

WHEREAS, the Blair House Condominium, Inc. (the "Association") is a corporation consisting of all Unit Owners in Blair House Condominium and as such is the representative of all Unit Owners, and

WHEREAS, Declaration Article 17, Section (b) authorizes amendments to the Declaration and Bylaws, and

WHEREAS, Unit Owners representing at least 75% of the Association's current voting power, based on ownership interests, 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 78.04% of the Association's voting power as of January 12, 2016, and

WHEREAS, the Association has in its records the power of attorney signed by Unit Owners representing 78.04% of the Association's voting power authorizing the Association's officers to execute the Amendment on their behalf, and

WHEREAS, attached as Exhibit A is an Affidavit of the Association's President stating 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 Summit County Fiscal Office, and

WHEREAS, attached 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 Bylaws as required by Chapter 5311 of the Ohio Revised Code and the Bylaws have in all respects been complied with.

NOW THEREFORE, the Declaration of Condominium Ownership for Blair House Condominium is amended by the following:

DELETE BYLAWS ARTICLE II, SECTION 3 entitled, "Term of Office; Resignations," in its entirety. Said deletion to be taken from Pages 5-6 of the Bylaws, Exhibit B of the Declaration, as recorded at Summit County Records, Volume 5460, Page 454 et seq.

INSERT a new BYLAWS ARTICLE II, SECTION 3 entitled, "Term of Office; Resignations." Said new addition, to be added on Page 5 of the Bylaws, Exhibit B of the Declaration, as recorded at Summit County Records, Volume 5460, Page 454 et seq., is as follows:

Section 3. Term of Office; Resignations. All Directors will be elected for a three-year term, however, the terms will be staggered so that at least one-fifth of the Board will expire annually and a 2-2-1 rotation is maintained at all times.

Each Director will hold office until the next annual meeting and until their successor is elected, or until their earlier resignation, removal from office or death. Any Director may resign at anytime by oral statement to that effect made at a meeting of the Board of Directors, or in writing to that effect immediately or at such other time as the resigning Director may specify. Except as otherwise provided in these Bylaws, the Board may remove any Board member and create a vacancy in the Board, which may be filled by the remaining Board of Directors, if by order of court the member is found to be of unsound mind, or if the member files for bankruptcy or has been adjudicated bankrupt, or if the member is physically incapacitated, or involved in any legal action against the Association, or if the member fails to attend three meetings of the Board. Directors serve without compensation.



Any conflict between this provision and any other provisions of the Declaration and Bylaws will be interpreted in favor of this amendment providing for Board member terms of three years each with staggered 2-2-1 elections. The invalidity of any part of the above provision will not impair or affect in any manner the validity or enforceability of the remainder of the provision. Upon the recording of this amendment, only Unit Owners of record at the time of such filing will have standing to contest the validity of the amendment, whether on procedural, substantive, or any other grounds, provided further that any such challenge will be brought within one year of the recording of the amendment.

The Blair House Condominium, Inc. has caused the execution of this instrument this 3rd day of March, 2016.

BLAIR HOUSE CONDOMINIUM, INC.

By:


JOE KULASA, its President

By:

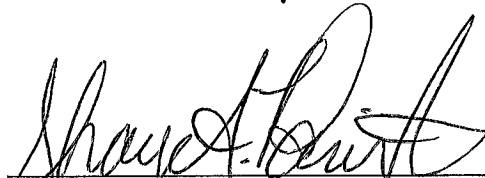

RAYMOND SANGINITI, its Secretary



STATE OF OHIO)
COUNTY OF Summit) SS

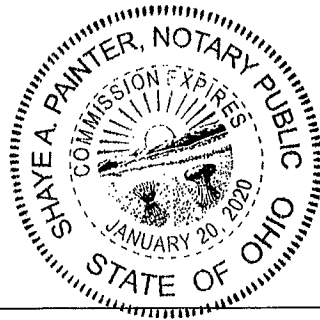
BEFORE ME, a Notary Public, in and for said County, personally appeared the above named Blair House Condominium, Inc., by its President and its Secretary, who acknowledged that they did sign the foregoing instrument, on Page 4 of 7, and that the same is the free act and deed of said corporation and the free act and deed of each of them personally and as such officers.

3rd I have set my hand and official seal in Hudson, Ohio, this March day of March, 2016.



NOTARY PUBLIC

Place notary stamp/seal here:



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

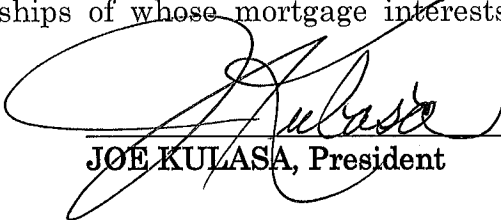
EXHIBIT A

AFFIDAVIT

STATE OF OHIO)
COUNTY OF Summit) SS

JOE KULASA, being first duly sworn, states as follows:

1. He is the duly elected and acting President of the Blair House Condominium, Inc.
2. He caused copies of the Amendment to the Declaration 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.



JOE KULASA, President

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

IN TESTIMONY WHEREOF, I have set my hand and official seal in Hudson, Ohio, this 3rd day of March, 2016.



NOTARY PUBLIC

Place notary stamp/seal here:

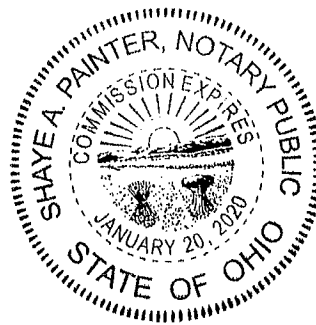


EXHIBIT B

CERTIFICATION OF SECRETARY

STATE OF OHIO)
COUNTY OF Summit) SS

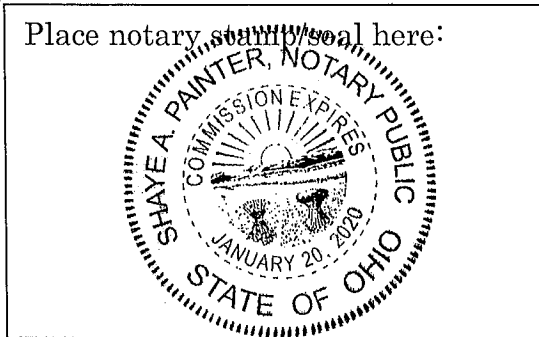
RAYMOND SANGINITI, the duly elected and acting Secretary of the Blair House Condominium, Inc., certifies that there is on file in the Association's records, the names of the following mortgagees who have consented to the proposed Amendment to the Declaration: None.

Raymond Sanginiti
RAYMOND SANGINITI, Secretary

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

IN TESTIMONY WHEREOF, I have set my hand and official seal in Hudson, Ohio, this 3rd day of March, 2016.

Shayne A. Painter
NOTARY PUBLIC



AMENDMENT TO THE
DECLARATION OF CONDOMINIUM OWNERSHIP
 FOR
BLAIR HOUSE CONDOMINIUM

PLEASE CROSS MARGINAL REFERENCE WITH THE DECLARATION OF CONDOMINIUM OWNERSHIP FOR BLAIR HOUSE CONDOMINIUM RECORDED AT VOLUME 5460, PAGE 454 ET SEQ. OF THE SUMMIT COUNTY RECORDS.

THIS WILL CERTIFY THAT A COPY OF THIS AMENDMENT TO THE DECLARATION OF CONDOMINIUM OWNERSHIP FOR BLAIR HOUSE CONDOMINIUM WAS FILED IN THE OFFICE OF THE FISCAL OFFICER OF SUMMIT COUNTY, OHIO.

DATED: 5/22/15

KRISTEN M. SCALISE CPA, CFE
SUMMIT COUNTY FISCAL OFFICER

BY: _____
 FISCAL OFFICER

By: *Kelly Phelps*
 Kelly Phelps

AMENDMENT TO THE
DECLARATION OF CONDOMINIUM OWNERSHIP FOR
BLAIR HOUSE CONDOMINIUM

WHEREAS, the Declaration of Condominium Ownership for Blair House Condominium (the "Declaration") and the Bylaws of Blair House Condominium, Inc. (the "Bylaws"), Exhibit B the Declaration, were recorded at Summit County Records, Volume 5460, Page 454 et seq., and

WHEREAS, the Blair House Condominium, Inc. (the "Association") is a corporation consisting of all Unit Owners in Blair House Condominium and as such is the representative of all Unit Owners, and

WHEREAS, Declaration Article 17, Section (b) authorizes amendments to the Declaration, and

WHEREAS, Unit Owners representing 100% of the Association's current voting power, based on ownership interests, 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 100% of the Association's voting power as of November 6, 2014, and

WHEREAS, the Association has in its records the power of attorney signed by Unit Owners representing 100% of the Association's voting power authorizing the Association's officers to execute the Amendment on their behalf, and

WHEREAS, attached as Exhibit A is an Affidavit of the Association's President stating 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 Summit County Fiscal Office, and

WHEREAS, attached 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 Blair House Condominium is amended by the following:

DELETE the 2nd SENTENCE in SECTION (b)(i) of DECLARATION ARTICLE 4, entitled, "DESCRIPTION OF CONDOMINIUM PROPERTY," in its entirety. Said deletion to be taken from Page 4 of the Declaration, as recorded at Summit County Records, Volume 5460, Page 454 et seq.

INSERT a new 2nd SENTENCE to SECTION (b)(i) in DECLARATION ARTICLE 4, entitled, "DESCRIPTION OF CONDOMINIUM PROPERTY." Said new addition, to be added on Page 4 of the Declaration, as recorded at Summit County Records, Volume 5460, Page 454 et seq., is as follows:

The Building contains 75 Units, which includes Unit 403 combined into Unit 402 and Unit 413 combined into Unit 412.

MODIFY SECTION (b)(ii) in DECLARATION ARTICLE 4, entitled, "DESCRIPTION OF CONDOMINIUM PROPERTY." Said modification, to be made on Page 4 of the Declaration, as recorded at Summit County Records, Volume 5460, Page 454 et seq., is as follows (deleted language is crossed-out; new language is underlined):

- (i) THE FIRST FLOOR of the Building contains ~~twelve (12)~~ 13 Units designated Numbers 101 through ~~111~~ and Number 113 and Common Elements. ~~In addition to the foregoing Units, the First Floor contains a suite designated Number 112 which is the Superintendent's Suite and an Exclusive Use Area of the Common Areas and Facilities.~~ 68-61746
010152035001000

MODIFY SECTION (b)(iii)(A) in DECLARATION ARTICLE 4, entitled, "DESCRIPTION OF CONDOMINIUM PROPERTY." Said modification, to be made on Page 5 of the Declaration, as recorded at Summit County Records, Volume 5460, Page 454 et seq., is as follows (deleted language is crossed-out; new language is underlined):



- (A) The second, third, fourth and fifth floors contain Common Elements substantially similar in size, location and use as the First Floor except for the superintendent's suite, and there is no vestibule entrance and lobby, no heater and incinerator room, and no maintenance rooms, all of which are replaced by Units.

MODIFY DECLARATION ARTICLE 5, entitled, "DIVISION OF CONDOMINIUM PROPERTY." Said modification, to be made on Page 6 of the Declaration, as recorded at Summit County Records, Volume 5460, Page 454 et seq., is as follows (deleted language is crossed-out; new language is underlined):

5. DIVISION OF CONDOMINIUM PROPERTY

The Condominium Property is hereby divided into 75 ~~seventy-six (76)~~ separately designated and legally described freehold estates, which includes Unit 403 combined into Unit 402 and Unit 413 combined into Unit 412, herein described and referred to as "Units", and one (1) freehold estate, herein described and referred to as the "Common Elements".

6854633 0101520070415001
6853570 010152007050000

MODIFY the 1st PARAGRAPH of DECLARATION ARTICLE 6, entitled, "UNITS." Said modification, to be made on Page 6 of the Declaration, as recorded at Summit County Records, Volume 5460, Page 454 et seq., is as follows (deleted language is crossed-out):

Each of the ~~seventy-six (76)~~ Units shall consist of all of the space bounded by the horizontal and vertical planes formed by the respective undecorated interior surfaces of the perimeter walls, floors and ceilings of each such Unit, projected, where necessary, by reason of openings for doors, windows, ducts, plumbing, and conduits and by reason of structural divisions, supports and interior partitions, to form a complete enclosure of space with respect to each Unit, and including, without limitation, the following:

MODIFY SECTIONS (a)(x) and (a)(xi) in DECLARATION ARTICLE 7, entitled, "COMMON ELEMENTS." Said modifications, to be made on Page 8 of the Declaration, as recorded at Summit County Records, Volume 5460, Page 454 et seq., is as follows (deleted language is crossed-out; new language is underlined):



~~(x)~~ — the superintendent's apartment on the first floor of the Building;
and

~~(x)~~ ~~(xi)~~ ...

MODIFY SECTION (e) in DECLARATION ARTICLE 7, entitled, "COMMON ELEMENTS." Said modification, to be made on Page 10 of the Declaration, as recorded at Summit County Records, Volume 5460, Page 454 et seq., is as follows (deleted language is crossed out):

(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 Unit Owners; upon and subject to such terms and conditions (including the payment of a fee therefor to the Association) as the Association may determine. Without hereby limiting the generality of the foregoing, and by way of example, the Exclusive Use Areas may be (but are not required to be) any outdoor parking spaces which may from time to time exist, additional storage compartments or spaces hereafter built or allocated, and the laundry rooms and the facilities in such rooms. The Association may, also, hereafter designate specific, clearly defined parts of the Common Elements for a particular use or uses which serve the general welfare of all of the Unit Owners and are beneficial to the Condominium Property. ~~The apartment reserved for a superintendent of the building shall, at the time this Declaration is filed for record with the Summit County Recorder, be deemed to be an Exclusive Use Area.~~ All such part or parts and the use thereof, ~~including the superintendent's apartment,~~ shall at all times be subject to such terms and conditions as may be promulgated by the Association, and shall at all times be subject to change and removal from the Exclusive Use Areas by the Association. Without limiting the generality of the foregoing, the Association may at any time and from time to time revoke any license granted hereunder 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 and/or user thereof.



INSERT A NEW SECTION (f), entitled "Superintendent Suite/Unit 112," in DECLARATION ARTICLE 7. Said addition to be made on page 10 of the Declaration, as recorded at Summit County Records, Volume 5460, Page 454 et seq., is as follows

(f) Superintendent Apartment/Unit 112

All of the Unit Owners as tenants-in-common of the area referred to as the apartment for a superintendent, hereby authorize the Association, through the Board, to prepare (or have prepared) and/or execute any and all documents, including without limitation, this Amendment, any drawing or plat, deed or other conveyance form, or other document as is necessary to evidence or in furtherance of the transfer of the apartment for a superintendent as a Common Element to an individually described and owned condominium Unit, being Unit 112, that is initially conveyed to and owned in fee simple and titled to the Association. The Association, through the Board, is further authorized to take such action and execute such documents as the Board determines is needed to prepare (including any needed maintenance, repairs, or replacements in or to Unit 112), list, and advertise Unit 112 for sale, to negotiate for the sale of Unit 112, and to subsequently execute any and all documents as is necessary to sell Unit 112, including, without limitation, a purchase agreement and deed of conveyance, upon such terms and conditions as the Board determines. Any and all expenses incurred in furtherance of the foregoing are Common Expenses.

Any conflict between these provisions and any other provision of the Declaration and Bylaws will be interpreted in favor of this amendment converting the Superintendent's Suite from a Common Element into a condominium unit designated as Unit No. 112. The invalidity of any part of the above provision will not impair or affect in any manner the validity or enforceability of the remainder of the provision. Upon the recording of this Amendment, only Unit Owners of record at the time of such filing 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.



The Blair House Condominium, Inc. has caused the execution of this instrument this 5th day of May, 2015.

BLAIR HOUSE CONDOMINIUM, INC.

By: [Signature]
JOE KULASA, its President

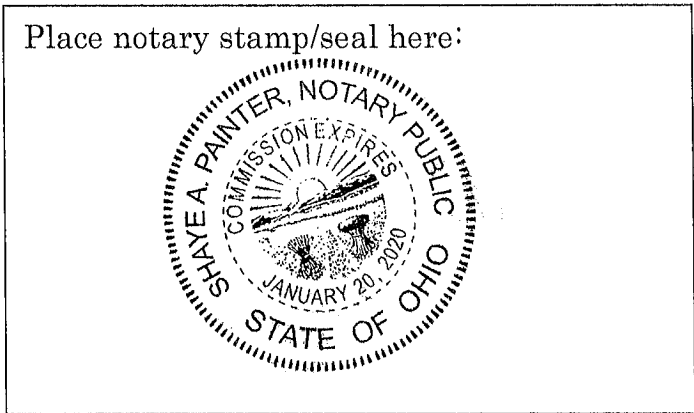
By: [Signature]
TIMOTHY FANNIN, its Secretary

STATE OF OHIO)
COUNTY OF Summit) SS

BEFORE ME, a Notary Public, in and for said County, personally appeared the above named Blair House Condominium, 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 in Hudson, Ohio, this 5th day of May, 2015.

[Signature]
NOTARY PUBLIC



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

EXHIBIT A

AFFIDAVIT

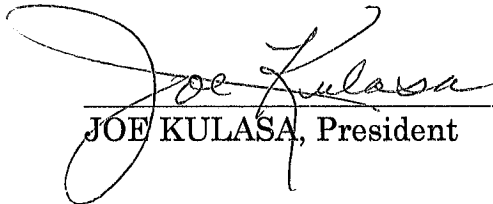
STATE OF OHIO)

COUNTY OF Summit)

SS

JOE KULASA, being first duly sworn, states as follows:

1. He is the duly elected and acting President of the Blair House Condominium, Inc.
2. He caused copies of the Amendment to the Declaration 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.



 JOE KULASA, President

BEFORE ME, a Notary Public, in and for said County, personally appeared the above named JOE KULASA 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 Hudson, Ohio, this 5th day of May, 2015.



 NOTARY PUBLIC

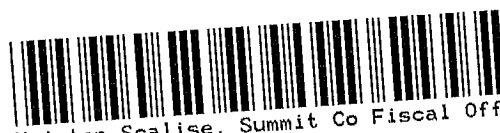
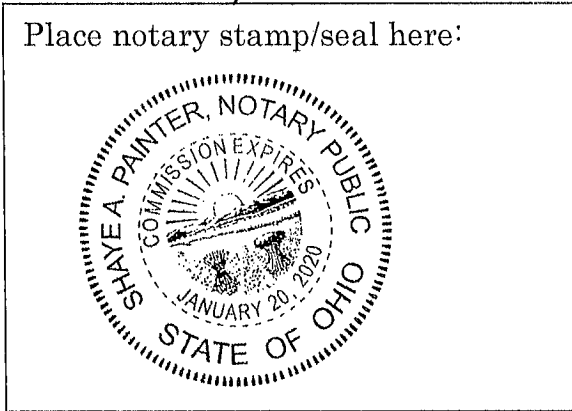



EXHIBIT B

CERTIFICATION OF SECRETARY

STATE OF OHIO)
)
COUNTY OF Summit) SS

TIMOTHY FANNIN, the duly elected and acting Secretary of the Blair House Condominium, Inc., certifies that there is on file in the Association's records, the names of the following mortgagees who have consented to the proposed Amendment to the Declaration: None.



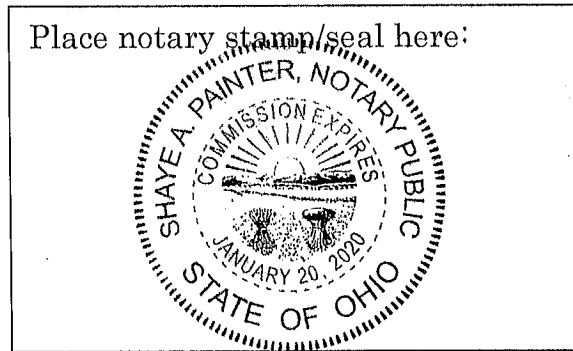
TIMOTHY FANNIN, Secretary

BEFORE ME, a Notary Public in and for said County, personally appeared the above named TIMOTHY FANNIN 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 Hudson, Ohio, this 5th day of May, 2015.



NOTARY PUBLIC



AMENDMENT TO THE
DECLARATION OF CONDOMINIUM OWNERSHIP
FOR
BLAIR HOUSE CONDOMINIUM

PLEASE CROSS MARGINAL REFERENCE WITH THE DECLARATION OF CONDOMINIUM OWNERSHIP FOR BLAIR HOUSE CONDOMINIUM RECORDED AT VOLUME 5460, PAGE 454 ET SEQ. OF THE SUMMIT COUNTY RECORDS.

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DATED: 5/18/15

KRISTEN M. SCALISE CPA, CFE
SUMMIT COUNTY FISCAL OFFICER

BY: _____
 FISCAL OFFICER

BY: Kelley Phelps
 Kelly Phelps



56129582

Pg: 1 of 9
 05/22/2015 09:10A
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AMENDMENT TO THE
DECLARATION OF CONDOMINIUM OWNERSHIP FOR
BLAIR HOUSE CONDOMINIUM

WHEREAS, the Declaration of Condominium Ownership for Blair House Condominium (the "Declaration") and the Bylaws of Blair House Condominium, Inc. (the "Bylaws"), Exhibit B the Declaration, were recorded at Summit County Records, Volume 5460, Page 454 et seq., and

WHEREAS, the Blair House Condominium, Inc. (the "Association") is a corporation consisting of all Unit Owners in Blair House Condominium and as such is the representative of all Unit Owners, and

WHEREAS, Declaration Article 17, Section (b) authorizes amendments to the Declaration, and

WHEREAS, Unit Owners representing 100% of the Association's current voting power, based on ownership interests, 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 100% of the Association's voting power as of April 23, 2015, and

WHEREAS, the Association has in its records the power of attorney signed by Unit Owners representing 100% of the Association's voting power authorizing the Association's officers to execute the Amendment on their behalf, and

WHEREAS, attached as Exhibit A is an Affidavit of the Association's President stating 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 Summit County Fiscal Office, and

WHEREAS, attached 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 Blair House Condominium is amended by the following:

DELETE the 3rd PARAGRAPH of DECLARATION ARTICLE 7(b), entitled, "Ownership of Common Elements; Percentage of Interest," in its entirety. Said deletion to be taken from Page 8 of the Declaration, as recorded at Summit County Records, Volume 5460, Page 454 et seq.

INSERT a new 3rd PARAGRAPH in DECLARATION ARTICLE 7(b). Said new addition, to be added on Page 8 of the Declaration, as recorded at Summit County Records, Volume 5460, Page 454 et seq., is as follows:

Each Unit Owner warrants by the acquisition or occupancy of his/her Unit that the percentage set forth in ATTACHMENT 2, as amended, opposite the designation of his/her Unit is based on par values attached to each Unit as based on the 2014 assessment fee calculations for all Units, plus the addition of Unit 112.

DELETE the list of Percentage of Interest in Common Elements, Percentage Representation For Voting Purposes in the Association and Percentage Interest in Common Profits and of Common Expenses in ATTACHMENT 2 of the DECLARATION entitled, "UNIT DESIGNATIONS, PERCENTAGES OF INTERESTS, AND OTHER INFORMATION," in its entirety. Said deletion to be taken from Attachment 2 of the Declaration, as recorded at Summit County Records, Volume 5460, Page 454 et seq.

INSERT a new listing of Percentage of Interest in Common Elements, Percentage Representation For Voting Purposes in the Association and Percentage Interest in Common Profits and of Common Expenses in ATTACHMENT 2 to the DECLARATION, entitled "UNIT DESIGNATIONS, PERCENTAGES OF INTERESTS, AND OTHER INFORMATION." Said new addition, to be added as Attachment 2 of the Declaration, as recorded at Summit County Records, Volume 5460, Page 454 et seq., is as follows:

UNIT DESIGNATIONS, PERCENTAGES OF INTEREST,
AND OTHER INFORMATION

<u>Unit Designation</u>	<u>Percentage of Interest in Common Elements, Percentage Representation for Voting Purposes in the Association and Percentage Interest in Common Profits and of Common Expenses</u>
101	1.29380%
102	1.64702%
103	1.25015%
104	0.80962%
105	1.25015%
106	1.64702%
107	1.64702%
108	1.25015%
109	0.80962%
110	1.25015%
111	1.64702%
112	0.96837%
113	0.51197%
201	0.88899%
202	1.36921%
203	1.71449%
204	1.31762%
205	0.88899%
206	1.31762%
207	1.71449%
208	1.02790%
209	0.88106%
210	1.36921%
211	1.71449%
212	1.31762%
213	0.88899%
214	1.31762%
215	1.71846%
216	1.02790%
301	0.88899%
302	1.36921%
303	1.71449%



<u>Unit Designation</u>	<u>Percentage of Interest in Common Elements, Percentage Representation for Voting Purposes in the Association and Percentage Interest in Common Profits and of Common Expenses</u>
304	1.31762%
305	0.88899%
306	1.31762%
307	1.71846%
308	1.02790%
309	0.88899%
310	1.36921%
311	1.71449%
312	1.31762%
313	0.91678%
314	1.31762%
315	1.71449%
316	1.02790%
401	0.91678%
402	3.22657%
404	1.39302%
405	0.91678%
406	1.39302%
407	1.78990%
408	1.09934%
409	1.00806%
410	1.43271%
411	1.78990%
412	2.30980%
414	1.31762%
415	1.78990%
416	1.09934%
501	0.91678%
502	1.43271%
503	1.78990%
504	1.39302%
505	0.91678%
506	1.39302%
507	1.78990%
508	1.09537%

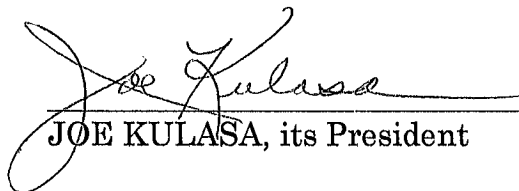
<u>Unit Designation</u>	<u>Percentage of Interest in Common Elements, Percentage Representation for Voting Purposes in the Association and Percentage Interest in Common Profits and of Common Expenses</u>
509	1.00806%
510	1.43271%
511	1.78990%
512	1.39302%
513	0.91678%
514	1.39302%
515	1.78990%
516	1.09934%
Total	100%

Any conflict between these provisions and any other provision of the Declaration and Bylaws will be interpreted in favor of this amendment modifying the Units Percentages of Interest. The invalidity of any part of the above provision will not impair or affect in any manner the validity or enforceability of the remainder of the provision. Upon the recording of this Amendment, only Unit Owners of record at the time of such filing have standing to contest the validity of the Amendment, whether on procedural, substantive or any other grounds, provided further that any such challenge will be brought in the Court of Common Pleas within one year of the recording of the Amendment.

The Blair House Condominium, Inc. has caused the execution of this instrument this 5 day of May, 2015.

BLAIR HOUSE CONDOMINIUM, INC.

By:



 JOE KULASA, its President

By:



 TIMOTHY FANNIN, its Secretary



STATE OF OHIO

COUNTY OF Summit

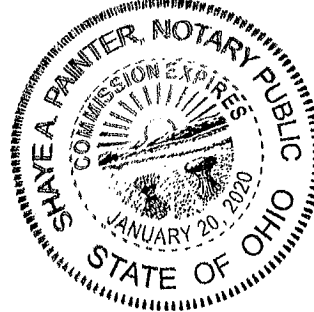
SS

BEFORE ME, a Notary Public, in and for said County, personally appeared the above named Blair House Condominium, Inc., by its President and its Secretary, who acknowledged that they did sign the foregoing instrument, on Page 6 of 9, 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 Hudson, Ohio, this 5th day of May, 2015.

Shaye A. Painter
NOTARY PUBLIC

Place notary stamp/seal here:



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



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EXHIBIT A

AFFIDAVIT

STATE OF OHIO)

COUNTY OF Summit)

SS

JOE KULASA, being first duly sworn, states as follows:

1. He is the duly elected and acting President of the Blair House Condominium, Inc.
2. He caused copies of the Amendment to the Declaration 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.

Joe Kulasa, president

 JOE KULASA, President

BEFORE ME, a Notary Public, in and for said County, personally appeared the above named JOE KULASA 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 Hudson, Ohio, this 5 day of May, 2015.

Shayne A. Painter

 NOTARY PUBLIC

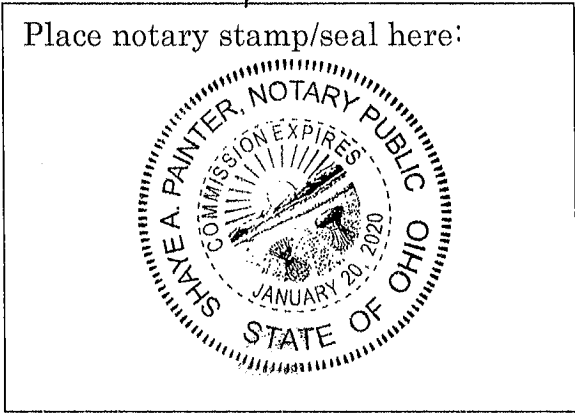


EXHIBIT B

CERTIFICATION OF SECRETARY

STATE OF OHIO)
)
COUNTY OF Summit) SS

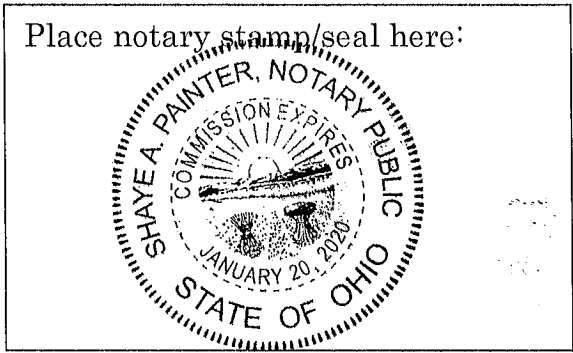
TIMOTHY FANNIN, the duly elected and acting Secretary of the Blair House Condominium, Inc., certifies that there is on file in the Association's records, the names of the following mortgagees who have consented to the proposed Amendment to the Declaration: None.


TIMOTHY FANNIN, Secretary

BEFORE ME, a Notary Public in and for said County, personally appeared the above named TIMOTHY FANNIN 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 Hudson, Ohio, this 5th day of May, 2015.


NOTARY PUBLIC



BLAIR HOUSE CONDOMINIUM, INC.

255 NORTH PORTAGE PATH

AKRON, OHIO 44303

TELEPHONE 330-836-0392

FAX 330-865-6734

blairhouse255@sbcglobal.net

July 20, 2010


To All Blair House Owners:

Enclosed, please a copy of the fully executed and recorded *Amendments to the Declaration of Condominium Ownership* for Blair House. (These changes were approved by more than 87% of ownership, as announced at the Annual Meeting in June.) The changes became effective on July 15, 2010.

Please file the Amendments with your copy of the *Declaration and Bylaws*. These Amendments must be passed on to the future buyer of your unit.

This completes our attorneys' work on this matter. Congratulations, and thank you for your cooperation. The latter not only makes our job easier, but speaks to the good health of the Blair House Condominium Association amidst the grave problems the rest of the world is facing.

Sincerely,



June K. Burton, Ph.D., LL.D.
President

19+1
168.00

AMENDMENTS TO THE
DECLARATION OF CONDOMINIUM OWNERSHIP
FOR
BLAIR HOUSE CONDOMINIUM

PLEASE CROSS MARGINAL REFERENCE WITH THE DECLARATION OF CONDOMINIUM OWNERSHIP FOR BLAIR HOUSE CONDOMINIUM RECORDED AT VOLUME 5460, PAGE 454 ET SEQ., OF THE SUMMIT COUNTY RECORDS.

THIS WILL CERTIFY THAT A COPY OF THESE AMENDMENTS TO THE DECLARATION OF CONDOMINIUM OWNERSHIP FOR BLAIR HOUSE CONDOMINIUM WAS FILED IN THE OFFICE OF THE FISCAL OFFICER OF SUMMIT COUNTY, OHIO.

JOHN A. DONOFRIO

DATED: July 12-10

FISCAL OFFICER

By Gay O. Cozey
Fiscal officer
Gay O. Cozey

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**AMENDMENTS TO THE
DECLARATION OF CONDOMINIUM OWNERSHIP FOR
BLAIR HOUSE CONDOMINIUM**

WHEREAS, the Declaration of Condominium Ownership for Blair House Condominium (the "Declaration") and the Bylaws of Blair House Condominium, Inc. (the "Bylaws"), Exhibit B to the Declaration, were recorded at Summit County Records Volume 5460, Page 454 et seq., and

WHEREAS, Section 5311.05(E)(1)(a) of the Ohio Revised Code, as amended on July 20, 2004, authorizes the Board of Directors, without a vote of the Unit Owners, to amend the Declaration "to meet the requirements of institutional mortgages, guarantors and insurers of first mortgage loans, the federal national mortgage association, the federal home loan mortgage corporation, the federal housing administration, the veterans administration, and similar institutions," and

WHEREAS, the Board of Directors approved the following matter to be modified (the "Amendment") in order to bring the Declaration into compliance with Ohio Revised Code Chapter 5311 and the requirements of mortgages, the federal housing administration, and/or federal law, and

WHEREAS, the Blair House Condominium, Inc. (the "Association") is a corporation consisting of all Unit Owners in Blair House and as such is the representative of all Unit Owners, and

WHEREAS, Article 17, Section (b) of said Declaration authorizes amendments to the Declaration and Bylaws, and

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

WHEREAS, the Association has in its records the signed, written consents to Amendment A signed by Unit Owners representing 87.557% of the Association's voting power as of June 1, 2010, and



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WHEREAS, the Association has in its records the power of attorney signed by Unit Owners representing 87.557% 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 87.702% of the Association's voting power as of June 1, 2010, and

WHEREAS, the Association has in its records the power of attorney signed by Unit Owners representing 87.702% of the Association's voting power authorizing the Association's officers to execute Amendment B on their behalf, and

WHEREAS, attached hereto as Exhibit A is an Affidavit of the Association's President that copies of the Amendments will be mailed by certified mail to all mortgagees on the records of the Association once Amendments A and B are recorded with the Summit County Fiscal 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 Amendments A and B, 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 Blair House Condominium is hereby amended by the following:

DELETE DECLARATION PARAGRAPH 19, SECTION (a), entitled "Sale or Lease." Said deletion to be taken from Pages 34-35 of the Declaration, as recorded at Summit County Records Volume 5460, Page 454 et seq.

INSERT a new DECLARATION PARAGRAPH 19, SECTION (a), entitled "Sale of a Unit." Said addition, to be made on Page 34 of the Declaration, as recorded at Summit County Records Volume 5460, Page 454 et seq., is as follows:



19. Sale of a Unit.

The Association shall have no right of first refusal with respect to the purchase or lease of a Unit, and a Unit Owner shall be able to transfer his Unit freely by sale or gift provided that, prior to the transfer, the Unit Owner shall submit to the Association: (a) the new Unit Owner's name and address, and (b) a written verification that the new Unit Owner has received a set of governing documents, including the Declaration, Bylaws and Rules of the Association (a set may be obtained from the Association at a nominal charge). An additional purpose that this information be submitted is to provide the Association with an opportunity to verify that the Unit's assessments are current.

Any conflict between this provision and any other provisions of the Declaration and Bylaws shall be interpreted in favor of this amendment regarding the sale of a Unit. 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 A

DELETE DECLARATION PARAGRAPH 13 entitled, "INSURANCE AND CASUALTY LOSSES," in its entirety. Said deletion to be taken from Pages 22-28 of the Declaration, as recorded at Summit County Records, Volume 5460, Page 454 et seq.

INSERT a new DECLARATION PARAGRAPH 13 entitled, "INSURANCE AND RECONSTRUCTION." Said new addition, to be added on Pages 22-28 of the Declaration, as recorded at Summit County Records, Volume 5460, Page 454 et seq., is as follows:

13. INSURANCE AND RECONSTRUCTION.

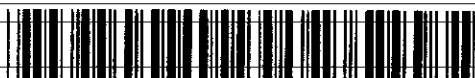
(a) Property Insurance



(i) Coverage.

(A) Mandatory Coverage. The Association shall carry Property Insurance (also sometimes known as "casualty insurance" or "fire and extended insurance"), subject to a deductible as provided for in subparagraph (v) below, on all of the insurable improvements comprising the Common Elements, including the Limited Common Elements located outside the bounds of the Unit, from the backside of the drywall (plasterboard) out, excluding the drywall, but also including any structural components of the building located within the Unit, and all personal property as may be owned by the Association and for which the Association is responsible. Therefore, in general terms, the Association is responsible for having Property Insurance from the backside of the drywall out, excluding the drywall. This is known as a "bare walls" Property Insurance Policy.

(B) Optional Coverage. The Association may, as the Board so determines, also carry Property Insurance on some or all of the fixtures, structures, betterments, and other insurable installations and improvements installed within and/or as part of the Units. In deciding whether to increase, or later decrease the scope of Property Insurance coverage permitted by this subparagraph, the Board may, among other factors, consider the Association's insurance claim history, the financial costs to the Association and the individual Unit Owners, mortgage market requirements, and the overall state of the condominium insurance market. The Board's decision as to the scope of Property Insurance coverage shall be reflected from time to time in the Board's meeting minutes, but not the terms of the insurance policy itself. The Unit Owners shall have the burden to determine whether any portion of the Units are insured under the Association's Property Insurance policy; provided, however, that, the Association shall provide the Unit Owners with at least thirty (30) days



prior written notice of any increase or decrease in the scope of Property Insurance coverage, particularly as it pertains to the Units.

(ii) Risks to be Insured and Amount Thereof. The Association's Property Insurance shall protect against loss or damage by fire and hazards now or hereafter embraced by an "all-risk" or special form policy, and all other perils which are customarily covered by similarly constructed and situated condominium associations in Summit County, Ohio. The amount of insurance purchased shall be sufficient to cover the full replacement value, less deductible, of the cost of repair or reconstruction needed to restore the property to the condition it was in immediately prior to the damage or destruction from any such casualty (excluding excavation and foundation costs and other items normally excluded from such coverage).

(iii) Beneficiary Interests. Subject to the provisions of subparagraph (iv) below, the Association's Property Insurance shall be for the benefit of the Association, each of the Unit Owners, and the holders of mortgages upon the Ownership interests, as their interest may appear, and shall provide for the issuance of certificates of insurance with mortgagees' endorsements to the holders of mortgages on the Units, if any.

(iv) Claim Filing. The Board shall have the sole right and authority to 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 Property Insurance policy regardless of the person(s), including mortgagees, who may be named as an additional insured or beneficiary of such policy, as the Board determines is consistent with the intent of the Declaration and in the Association's best interests; provided, however, that a mortgagee having an interest in such losses may participate in the settlement negotiations, if any, related thereto. The failure or refusal of the Association to process or file any claim for damage or destruction to any part of the Condominium Property under the Association's Property



Insurance shall not give rise to any claim against the Association or the Board.

(v) Deductible. The Association's Property Insurance may include a reasonable deductible as determined by the Board. In the absence of any negligence, the deductible shall be paid by the party who would be responsible for the loss or repair in the absence of insurance. In the event of multiple parties or combined claims covered by the Association's Property Insurance policy, the deductible shall be allocated in relation to the amount each party's claim bears to the total amount of the claim, with the party incurring the larger share of the loss responsible for the larger share of the deductible. The Association may assess the amount of any deductible attributable to any Unit(s) as provided for in this Paragraph 13 or the repair of any such Unit(s), to the Unit Owner(s) of such Unit(s).

(vi) Responsibility for Damage.

(A) Association. If any loss or repair is due to the Association's negligence or intentional act, then, in such case, the Association shall be responsible for the cost of such loss or repairs to the extent not covered by any insurance policy in accordance with this Paragraph 13, including any deductible amount.

(B) Unit Owner. If any loss or repair is due to the negligence or intentional act of a Unit Owner, or anyone the Unit Owner is responsible for, such as a family member, Occupant, tenant, guest, or contractor of the Unit Owner, in such case, the said Unit Owner shall be responsible for the cost of such loss or repairs to the extent not covered by any insurance policy in accordance with this Paragraph 13, including any deductible amount.

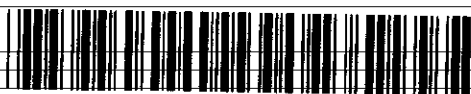


(vii) Insurance Company Rating. All policies shall be written with a company licensed to do business in the State of Ohio and, unless not reasonably available to the Association, holding a rating of "AAA" or better by Standard & Poor's Insurance Ratings, or its present day equivalent.

(viii) Mortgagee and Other Additional Insurance Requirements. Notwithstanding anything to the contrary anywhere in this Paragraph 13, the Board shall have the full right and authority, but not the obligation, to purchase Property Insurance, and/or any other insurance policy or endorsement, that includes any and all such terms, conditions or requirements, as the Board determines is in the Association's best interest and is necessary to comply with any requirements of the Federal National Mortgage Association ("FNMA"), Federal Home Loan Mortgage Corporation ("FHLMC"), the designee of FNMA or FHLMC, or any other financial institution or government agency. If the Association provides, as the Board so decides, any additional insurance coverage beyond the minimum requirements contained in subparagraph (i)(A) above, for less than all the Unit Owners, the Association may levy a special assessment against only those Unit Owners so requiring such additional insurance in an amount to be determined by the Board.

(ix) Additional Endorsements. The Association's Property Insurance policy must include, as the Board so determines is reasonable from time to time, a "Construction Code Endorsement" or its present day equivalent, a "Demolition Cost Endorsement" or its present day equivalent, an "Increased Cost of Construction Endorsement" or its present day equivalent, and an "Agreed Amount and Inflation Guard Endorsement" or its present day equivalent, and/or such other endorsements as the Board so decides upon.

(x) Disbursement of Excess Insurance Proceeds. The Association shall use insurance proceeds received to defray the cost of repairing the damage to the Common Elements. If the cost of such repairs is less than the amount of such insurance



proceeds, the excess shall be retained by the Association and placed in the reserve fund or such other fund as may be established for the purpose of providing for the maintenance, repair and replacement of the Common Elements.

(xi) Availability of Insurance. All insurance coverage is subject to modification as the Board determines necessarily based on the availability of coverage and the cost of the coverage. If the cost of one hundred percent (100%) full replacement coverage, less the deductible, for Property Insurance is unreasonably expensive, as the Board so determines, then in no event shall the coverage be in an amount less than eighty percent (80%) of the then current replacement cost, less the deductible and with exclusions as provided for in subsection (ii) above.

(b) Owner Insurance. Except as may be insured by the Association in accordance with Section (a)(i) above, each Unit Owner shall separately insure those portions of his/her Unit and the Limited Common Elements located within the bounds of the Unit from and including the drywall in. This includes, without limitation, all fixtures, cabinetry of any kind, appliances, equipment, windows, perimeter and interior doors installations, plaster or plasterboard, wall and floor coverings and improvements within or a part of said Unit and all utilities within and serving only the said Unit. The Unit Owner shall also carry insurance on the Limited Common Elements and Unit up to the amount of the Association's Property Insurance deductible when either such areas are insured by the Association. The Property Insurance carried by the Unit Owner shall insure against loss by fire and other hazards and perils now or hereafter embraced by an "all-risk" or special form policy. Each Unit Owner shall file a copy of the policy(ies), or such other evidence of insurance as the Board may require, with the Association within thirty (30) days of receipt of a request from the Association. Each Unit Owner shall further separately insure the personal contents of his/her Unit, as well as any other personal property, which he/she stores elsewhere on the Condominium Property.



(c) Damage and Destruction.

(i) Immediately after the damage or destruction by fire or other casualty to all or any part of the Condominium Property covered by the Association's Property Insurance, as determined by the Board, the Board or its duly authorized agent may proceed with the filing and adjustment of all claims arising under such insurance and obtain reliable and detailed estimates of the cost of repair or reconstruction of the damaged or destroyed property. Such costs may include professional fees and premiums for such bonds as the Board deems necessary. Each Unit Owner shall be deemed to have delegated, and does delegate upon acquisition of any title interest in a Unit, to the Board or its agent, his/her right to file for and adjust with insurance companies all losses under the Property Insurance policies referred to in Section (a) of this Paragraph 13. In furtherance of this delegation, the Board, and its authorized agents, is and are hereby appointed the attorney-in-fact for all Unit Owners to make proof of loss, to negotiate loss adjustment, and to acknowledge receipt for any sums received on or under any and all of said policies.

(ii) In the event any damage to or destruction of the Common Elements renders fifty percent (50%) or more of the Units then comprised within the Condominium Property untenable, the Unit Owners may, by the vote of those entitled to exercise not less than seventy-five percent (75%) of the voting power, elect not to repair or restore such damaged part at a meeting which shall be called within ninety (90) days after the occurrence of the casualty. 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 Owners. 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, 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 Elements. No Unit



Owner, however, shall receive any portion of his/her share of such proceeds until all liens and encumbrances on his/her Unit have been paid, released or discharged.

(d) Restoration of Buildings.

(i) Unless Unit Owners elect not to restore the damaged property as provided for in Section (c)(ii) above, following the occurrence of a casualty for which insurance proceeds are recovered, the Association shall repair and reconstruct all damage to or destruction of the Common Elements and Limited Common Elements the Association insures substantially as such Elements existed immediately before the damage or destruction, provided that the Board may provide for the use of such new or alternative materials as the Board reasonably determines are in the Association's best interest. Distribution and/or payment of Association insurance proceeds for the repair and reconstruction of any Unit, if any, shall be determined by the Board.

(ii) If the cost of the repair for the damages or destruction to the Common Elements exceeds the amount of the insurance proceeds received, such excess may be provided for either by means of a special assessment levied by the Board against all Unit Owners in proportion to each Unit Owner's share in the Common Elements or by means of an appropriation from the reserve maintenance fund or such other fund as may be established for the purpose of providing for the maintenance, repair, and replacement of the Common Elements, as the Board, in its sole discretion, may determine. Additional assessments may be made in a like manner at any time during or following the completion of any repair or reconstruction.

(iii) If the cost of repairs to the Common Elements and the Limited Common Elements the Association insures, is less than the amount of such insurance proceeds, the excess shall be retained by the Association and placed in the reserve maintenance fund or such other fund as may be established for

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John A Donofrio, Summit Fiscal Officer

the purpose of providing for the maintenance, repair and replacement of the Common Elements.

(iv) If the cost of the repair for the damages or destruction to the Limited Common Elements exceeds the amount of the insurance proceeds received, such excess may be provided for by means of a special assessment levied by the Board against the Unit Owner(s) having the exclusive use of such Limited Common Elements.

(v) After any damage to or destruction of his/her Unit and the Limited Common Elements the Unit Owner insures, each Unit Owner shall restore his/her Unit and the Limited Common Elements, including utilities serving the Unit, at the Unit Owner's sole expense, to such minimum standards as the Board may at any time and/or from time to time, in its sole discretion, establish and shall complete such restoration within eight (8) months after the damage or destruction or such sooner time as the Board determines necessary to properly repair the Common Elements and/or Limited Common Elements. Minimum standards may include requiring installation of drywall finished with at least one coat of primer, basic floor coverings, and utility lines, ducts, vents, and related fixtures, and equipment.

(e) Public Liability Insurance and Other Insurance Coverage.

(i) The Association shall insure itself, the members of the Board, the Unit Owners and Occupants against liability for personal injury, disease, illness, or death and for injury to or destruction of property occurring upon, in or about, or arising from or relating to the Common Elements, including, without limitation, water damage, legal liability, hired automobile, non-owner automobile, and off-premises employee coverage, such insurance to afford protection to a limit of not less than Two Million Dollars (\$2,000,000.00) in respect to personal injury, disease, illness or death suffered by any one person, and to the limit of not less than Two Million Dollars (\$2,000,000.00) in respect to any one occurrence, and to the limit of not less

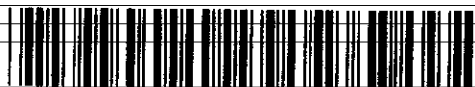


than Two Million Dollars (\$2,000,000.00) in respect to damage to or destruction of property arising out of any one accident. All liability insurance shall contain cross-liability endorsements to cover liabilities of the Unit Owners as a group to a Unit Owner. In the event the insurance effected by the Association on behalf of the Unit Owners and Occupants against liability for personal injury or property damage arising from or relating to the Common Elements shall, for any reason, not fully cover any such liability, the amount of any deficit shall be a Common Expense to the Unit Owners, and any Unit Owner who shall have paid all or any portion of such deficiency in an amount exceeding his proportionate share thereof based on his percentage of interest in the Common Elements shall have a right of contribution for the other Unit Owners according to their respective percentages of interest in the Common Elements. Such policy shall not insure against liability for personal or bodily injury or property damage arising out of or relating to the individual units.

(ii) Worker's compensation insurance as required by law.

(iii) Such other insurance as the Declarant prior to the formation of the Association and the Board thereafter may determine, including, without limitation, errors and omissions insurance, liability insurance for Board members and fidelity coverage against dishonest acts of person handling Association funds.

(f) Waiver of Subrogation. Each Unit Owner and Occupant, as a condition of accepting title and possession, or either one of such, of a Unit, and the Association agree that, in the event any part(s) of the Condominium Property or the fixtures or personal property of anyone located therein or thereon are damaged or destroyed by fire or other casualty that is covered by insurance of any Unit Owner, Occupant or the Association, and the lessees of any one of them, as provided for in this Paragraph 13, the rights of recovery and subrogation, if any, of any party or their respective insurance company, against the other, or against the employees, agents,



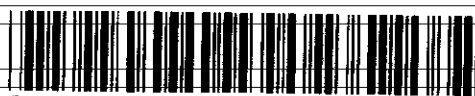
licensees or invitees of any party, with respect to such damage or destruction and with respect to any loss resulting therefrom are hereby waived to the extent of the insurance proceeds actually recovered.

MODIFY DECLARATION PARAGRAPH 14(a)(ii) entitled, "COMMON ELEMENTS." Said modification to be taken from Page 29 of the Declaration, as recorded at Summit County Records, Volume 5460, Page 454 et seq. is as follows (deleted language stricken; new language underlined):

If Unit Owners having at least ~~seventy-five per cent (75%)~~ of the total vote of the Association shall decide by vote at a meeting of the Unit Owners of the Association held within ~~sixty (60)~~ ninety (90) days after the taking, not to restore, repair, and replace the taking or damage, then such taking shall be deemed to be ~~and shall be treated~~ as damage or destruction which shall not be repaired or reconstructed as provided for in part (iii) of Subparagraph ~~(d)~~ (c) of Paragraph 13 hereof, whereupon, the Condominium shall be terminated in the manner therein prescribed, unless otherwise provided by law.

DELETE DECLARATION PARAGRAPH 15 entitled, "REHABILITATION OF BUILDING AND OTHER IMPROVEMENTS," in its entirety. Said deletion to be taken from Page 30 of the Declaration, as recorded at Summit County Records, Volume 5460, Page 454 et seq.

Any conflict between the above provisions and any other provisions of the Declaration and Bylaws shall be interpreted in favor of this revision of the Association's and Unit Owners' property (casualty) insurance and Public liability insurance, and other insurance coverage obligations as well as property restoration and condemnation responsibilities. 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 the court of common pleas within one year of the recording of the Amendment.



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AMENDMENT B

MODIFY DECLARATION PARAGRAPH 12, SECTION (m), entitled "Approval of Occupant by Board." Said modification, to be made on Pages 21-22 of the Declaration, as recorded at Summit County Records Volume 5460, Page 454 et seq., is as follows (deleted language struck through):

(m) Approval of Occupant by Board

No one shall become an Occupant of a Unit who has not been approved in advance by the Board, except for persons who acquire title as provided in the provisions of this Declaration dealing with judicial sales, except for Unit Owners who rightfully acquire title in accordance with the provisions of this Declaration and the Bylaws, except for an Occupant or lessee permitted under Paragraph 19(f)(ii)(C) hereof, and except for the spouses, children, grandchildren, and parents of such Unit Owners and Occupants. The Board shall signify in writing such approval or disapproval within thirty (30) days after the same is requested in writing, provided that simultaneously with such request, there is submitted to the Board the name of the person in question, ~~his former of existing residencee address, three business and three social references,~~ and such other information as the Board reasonably requests. Any such approval once given may not thereafter be withdrawn. Failure of the Board to disapprove within such period conclusively shall be deemed to constitute approval.

Any conflict between this provision and any other provisions of the Declaration and Bylaws shall be interpreted in favor of this amendment regarding Board approval of Occupants. 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.



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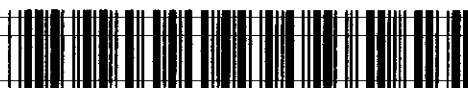
John A. Donofrio, Summit Fiscal Officer

IN WITNESS WHEREOF, the said Blair House Condominium, Inc. has caused the execution of this instrument this 30th day of June, 2010.

BLAIR HOUSE CONDOMINIUM, INC.

By: June K. Burton
JUNE K. BURTON, its President

By: Joanne Goumas
JOANNE GOUMAS, its Secretary

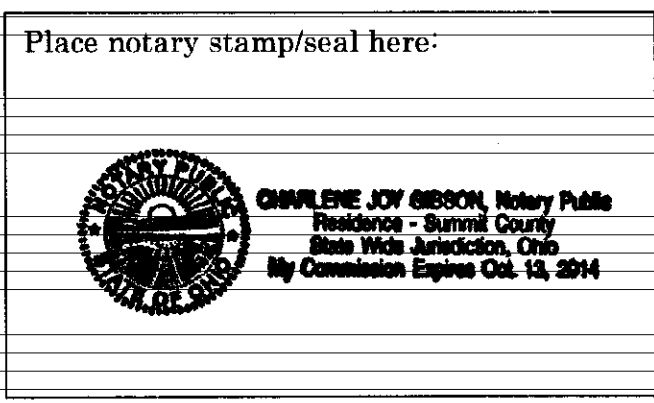


STATE OF OHIO)
)
COUNTY OF Summit) SS

BEFORE ME, a Notary Public, in and for said County, personally appeared the above named Blair House Condominium, Inc., by its President and its Secretary, who acknowledged that they did sign the foregoing instrument, on Page 16 of 19, 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 Akron, Ohio, this 30th day of June, 2010.

Charlene Joy Gibson
NOTARY PUBLIC



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

mc

EXHIBIT A

AFFIDAVIT

STATE OF OHIO)
)
COUNTY OF Summit) SS

JUNE K. BURTON, being first duly sworn, states as follows:

1. She is the duly elected and acting President of the Blair House Condominium, Inc.
2. She caused copies of Amendments A and B to the Declaration 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.

June K. Burton
JUNE K. BURTON, President

BEFORE ME, a Notary Public, in and for said County, personally appeared the above named JUNE K. BURTON 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 Abron, Ohio, this 30th day of June, 2010.

Charlene Joy Gibson
NOTARY PUBLIC

Place notary stamp/seal here:

EXHIBIT B

CERTIFICATION OF SECRETARY

The undersigned, being the duly elected and qualified Secretary of the Blair House Condominium, Inc., 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 Amendments A and B to the Declaration.

NONE

Joanne Goumas
JOANNE GOUMAS, Secretary

STATE OF OHIO)
)
COUNTY OF Summit)

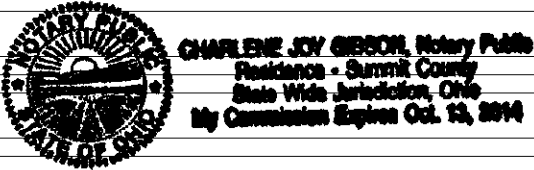
SS

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

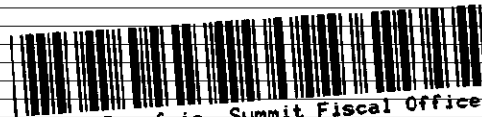
IN TESTIMONY WHEREOF, I have hereunto set my hand and official seal in Akron, Ohio, this 30th day of June, 2010.

Charlene Joy Gibson
NOTARY PUBLIC

Place notary stamp/seal here:



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 Pg: 1 of 8
 01/23/2006 10:00A
 CONDO 80.00



John A Donofrio, Summit Fiscal Officer

AMENDMENTS TO THE
DECLARATION OF CONDOMINIUM OWNERSHIP
FOR
BLAIR HOUSE CONDOMINIUM

PLEASE CROSS MARGINAL REFERENCE WITH THE DECLARATION OF CONDOMINIUM OWNERSHIP FOR BLAIR HOUSE CONDOMINIUM RECORDED AT VOLUME 5460, PAGE 454 ET SEQ., OF THE SUMMIT COUNTY RECORDS.

THIS WILL CERTIFY THAT A COPY OF THESE AMENDMENTS TO THE DECLARATION OF CONDOMINIUM OWNERSHIP FOR BLAIR HOUSE CONDOMINIUM WAS FILED IN THE OFFICE OF THE FISCAL OFFICER OF SUMMIT COUNTY, OHIO.

DATED: Jan 20, 2006

BY: JOHN A. DONOFRIO
 FISCAL OFFICER

By O. Taylor, Deputy Auditor



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01/23/2006 10:00A
CONDO 80.00

John A Donofrio, Summit Fiscal Officer

**AMENDMENTS TO THE
DECLARATION OF CONDOMINIUM OWNERSHIP FOR
BLAIR HOUSE CONDOMINIUM**

WHEREAS, the Declaration of Condominium Ownership for Blair House Condominium (the "Declaration") was recorded at Summit County Records Volume 5460, Page 454 et seq., and

WHEREAS, the Blair House Condominium, Inc. (the "Association") is a corporation consisting of all Unit Owners in Blair House Condominium and as such is the representative of all Unit Owners, and

WHEREAS, Paragraph 17(b) of said Declaration authorizes amendments to the Declaration and 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 85.7800% of the Association's voting power as of December 19, 2005, and

WHEREAS, the Association has in its records the power of attorney signed by Unit Owners representing 85.7800% 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 82.1150% of the Association's voting power as of December 19, 2005, and

WHEREAS, the Association has in its records the power of attorney signed by Unit Owners representing 82.1150% of the Association's voting power authorizing the Association's officers to execute Amendment B on their behalf, and

WHEREAS, attached hereto as Exhibit A is an Affidavit of the Association's President that copies of the Amendments will be mailed by certified mail to all mortgagees on the records of the Association once the Amendments are recorded with the Summit County Fiscal 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 Amendments, and



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CONDO 80.00

John A Donofrio, Summit Fiscal Officer

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 Blair House Condominium have in all respects been complied with.

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

AMENDMENT A

DELETE DECLARATION PARAGRAPH 12(o) entitled "Age Restrictions." Said deletion is to be taken from Page 22 of the Declaration, as recorded at Summit County Records, Volume 5460, Page 454 et seq., and as subsequently amended at Summit County Records, Instrument No. 54943218.

INSERT a new DECLARATION PARAGRAPH 12(o) entitled "Housing for Older Persons." Said addition, to be made on Page 22 of the Declaration, as recorded at Summit County Records, Volume 5460, Page 454 et seq., is as follows:

(o) **Housing for Older Persons**

(i) All Units are designated for occupancy for and only by older persons. To assure compliance with the Federal and State law requirements, at least eighty percent (80%) of the occupied Units must be occupied by at least one person 55 years of age or older. All other Occupants must be at least 18 years of age or older. This restriction shall apply to anyone who acquires title or occupancy of a Unit after the date of this document is recorded with Summit County.

(ii) Any Unit Owner or Occupant under 18 years of age residing in a Unit prior to the date this document is filed with the Summit County Recorder is exempt from this restriction for as long as he/she remains a permanent Occupant of the Unit. Upon vacancy of the Unit by an exempt individual for a period of thirty (30) days or more, such individual's exempt status shall terminate.

(iii) Guests of a Unit Owner under the age of 18 years of age may reside in a Unit for a period not to exceed a total of thirty (30) days in any calendar year.

(iv) To meet a special situation and to avoid undue hardship or a practical difficulty, the Board may, in its sole discretion, grant a Unit Owner(s) a one time exemption from this restriction; provided, however that no such exemption shall be granted if the requested



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exemption would result in the violation of the Fair Housing Amendments Act of 1988 and any amendments thereto, including, but not limited to, the Housing for Older Persons Act of 1995 (mandating in part that at least eighty percent (80%) of the occupied units be occupied by at least one person who is 55 years of age or older).

(v) The Board shall, in addition to the restrictions and requirements set forth above, have the authority to adopt any additional rules, regulations, policies and procedures as are necessary to ensure that Blair House Condominium, Inc., complies with all governmental laws and regulations, as the same may be amended from time to time, to remain qualified as housing designed for persons who are 55 years of age or older.

Any conflict between these provisions and any other provisions of the Declaration and Bylaws shall be interpreted in favor of this amendment restricting the occupancy of Units to individuals 55 years of age or older. 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 B

DELETE DECLARATION PARAGRAPH 12(I) entitled, "Rental of Units," in its entirety. Said deletion is to be taken from Page 21 of the Declaration, as recorded at Summit County Records, Volume 5460, Page 454 et seq. and as amended at Summit County Records, Instrument No. 55233077.

INSERT a new DECLARATION PARAGRAPH 12(I) entitled, "Rental of Units." Said new addition, to be added on Page 21 of the Declaration, as recorded at Summit County Records, Volume 5460, Page 454 et seq., and as amended at Summit County Records, Instrument No. 55233077, is as follows:

(I) Rental 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 purpose of this restriction is to create a community of resident owners, subject to the following:



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CONDO 80.00

John A Donofrio, Summit Fiscal Officer

(i) This restriction does not apply to Units that are occupied by the parent(s) or child(ren) of the Unit Owner.

(ii) 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.

(iii) In no event shall a Unit be rented 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.

(iv) All exempted leases must be in writing. The lessee must abide by the terms of the Declaration, Bylaws, and rules and regulations. The Board has the authority to dispossess the lessee or otherwise act for the Unit Owner for violation of the Declaration, Bylaws or the rules and regulations pursuant to Ohio Revised Code Section 5311.19(B)(1). Any land contract for the sale of a Unit must be recorded and a recorded copy of the same shall be delivered to the Association. Any land contract not recorded shall be considered an impermissible lease. The Unit Owner shall 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.

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.

IN WITNESS WHEREOF, the said Blair House Condominium, Inc. has caused the execution of this instrument this 13TH day of JANUARY, 2006.

BLAIR HOUSE CONDOMINIUM, INC.

By: Fred Rossi
FRED ROSSI, its President

By: Joanne Goumas
JOANNE GOUMAS, its Secretary

STATE OF OHIO)
)
COUNTY OF SUMMIT) **SS**

BEFORE ME, a Notary Public, in and for said County, personally appeared the above named Blair House Condominium, Inc., by its President and its Secretary, who acknowledged that they did sign the foregoing instrument, on Page 6 of 8, 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 AKRON, Ohio, this 13TH day of JANUARY, 2006.

Atty. Linda M. Harrington
NOTARY PUBLIC
My commission does not expire.

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

EW



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Pg: 6 of 8
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EXHIBIT A

AFFIDAVIT

STATE OF OHIO)
COUNTY OF Summit)

SS



55281410
Pg: 7 of 8
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CONDO 80.00

FRED ROSSI, being first duly sworn, states as follows:

1. He is the duly elected and acting President of the Blair House Condominium, Inc.
2. He caused copies of the Amendment to the Declaration of Condominium Ownership for Blair House Condominium 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.

Fred Rossi

FRED ROSSI, President

BEFORE ME, a Notary Public, in and for said County, personally appeared the above named FRED ROSSI 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 AKRON, Ohio, this 13th day of JANUARY, 2006.

Atty Linda M Herrington
NOTARY PUBLIC

*My commission
does not expire.*

EXHIBIT B

CERTIFICATION OF SECRETARY

The undersigned, being the duly elected and qualified Secretary of the Blair House Condominium, Inc., 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 Blair House Condominium.

NONE

Joanne Goumas

JOANNE GOUMAS, Secretary

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CONDO 80.00
John A Donofrio, Summit Fiscal Officer

STATE OF OHIO)
)
COUNTY OF Summit)

SS

BEFORE ME, a Notary Public in and for said County, personally appeared the above named **JOANNE GOUMAS** 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 AKRON, Ohio, this 13TH day of JANUARY, 2006.

Linda M. Heroyton

NOTARY PUBLIC
My commission does not expire

Handwritten initials/signature

AMENDMENTS TO THE
DECLARATION OF CONDOMINIUM OWNERSHIP
FOR
BLAIR HOUSE CONDOMINIUM

 **55233077**
Pg: 1 of 7
09/13/2005 10:38A
CONDO 72.00
John A Donofrio, Summit Fiscal Officer

THIS WILL CERTIFY THAT A COPY OF THESE AMENDMENTS TO THE DECLARATION OF CONDOMINIUM OWNERSHIP FOR BLAIR HOUSE CONDOMINIUM WERE FILED IN THE OFFICE OF THE FISCAL OFFICER OF SUMMIT COUNTY, OHIO.

DATED: Sept 13, 2005

BY: JOHN A. DONOFRIO
FISCAL OFFICER

RTB



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CONDO 72.00

John A Donofrio, Summit Fiscal Officer

**AMENDMENTS TO THE
DECLARATION OF CONDOMINIUM OWNERSHIP FOR
BLAIR HOUSE CONDOMINIUM**

WHEREAS, the Declaration of Condominium Ownership for Blair House Condominium (the "Declaration") and the Bylaws of Blair House Condominium, Inc. (the "Bylaws"), Exhibit B to the Declaration, were recorded at Summit County Records Volume 5460, Page 454 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 Blair House Condominium have in all respects been complied with.

NOW THEREFORE, the Declaration of Condominium Ownership for Blair House 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 8(c)**, entitled "Service of Process," in its entirety. Said deletion is to be made on Page 11 of the Declaration, as recorded at Summit County Records, Volume 5460, Page 454 et seq.

INSERT a new DECLARATION SECTION 8(c), entitled "Service of Process." Said addition, to be made on Page 11 of the Declaration, as recorded at Summit County Records, Volume 5460, Page 454 et seq., is as follows:



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(c) 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 SECTION (c), entitled "Enforcement Assessments," to the end of DECLARATION SECTION 18. Said new addition, to be added on Page 34 of the Declaration, as recorded at Summit County Records, Volume 5460, Page 454 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 2nd PARAGRAPH to the end of DECLARATION SECTION 10, SECTION (d), entitled "Lien of Association." Said new addition, to be added on Page 16 of the Declaration, as recorded at Summit County Records, Volume 5460, Page 454 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 PARAGRAPH to the end of DECLARATION SECTION 12, SECTION (l), entitled "Rental of Units." Said new addition, to be added on Page 21 of the Declaration, as recorded at Summit County Records, Volume 5460, Page 454 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.



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CONDO 72.00

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 2nd PARAGRAPH to the end of DECLARATION SECTION 10, SECTION (a), entitled "General." Said new addition, to be added on Page 15 of the Declaration, as recorded at Summit County Records, Volume 5460, Page 454 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 SECTION 10, entitled "Suspended Rights," to BYLAWS ARTICLE V. Said new addition, to be added on Page 21 of the Bylaws, Exhibit B of the Declaration, as recorded at Summit County Records, Volume 5460, Page 454 et seq., is as follows:

10. 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 2nd PARAGRAPH to the end of BYLAWS ARTICLE IV, SECTION 5, entitled "Special Services." Said new addition, to be added on Page 15 of the Bylaws, Exhibit B of the Declaration, as recorded at Summit County Records, Volume 5460, Page 454 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 SECTION (n), entitled "Owner/Resident Information," to DECLARATION SECTION 12. Said new addition, to be added on Page 22 of the Declaration, as recorded at Summit County Records, Volume 5460, Page 454 et seq., is as follows:

(n) 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 first 3 SENTENCES of BYLAWS ARTICLE II, SECTION 1, entitled "Number and Qualification," and INSERT a new 4th SENTENCE thereafter. Said modification, to be made on Page 5 of the Bylaws, Exhibit B of the Declaration, as recorded at Summit County Records, Volume 5460, Page 454 et seq., is as follows: (deleted language is crossed out; new language is underlined)

~~Until the first annual meeting of members of the Association, the Board of Managers shall consist of three persons designated by Declarant. None of such three persons need be Unit Owners or Occupants. At the time of the first annual meeting of members of the Association the three persons designated by Declarant as Managers shall resign and thereafter the~~ The Board of Managers Directors shall consist of five persons, except as otherwise provided, all of whom must be Unit Owners, or the spouse of a Unit Owner, and Occupants. That notwithstanding, no one (1) Unit may be represented by more than one (1) person on the Board at any one (1) time.

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Pg: 5 of 7
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CONDO 72.00
John A Donefrío, Summit Fiscal Officer

(13) INSERT a new 2nd SENTENCE to the end of BYLAWS ARTICLE II, SECTION 5, entitled "Regular Meetings." Said new addition, to be added on Page 6 of the Bylaws, Exhibit B of the Declaration, as recorded at Summit County Records, Volume 5460, Page 454 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 17 of the Bylaws, Exhibit B of the Declaration, as recorded at Summit County Records, Volume 5460, Page 454 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 I to BYLAWS ARTICLE II, SECTION 8, entitled "Powers and Duties," and INSERT new SUBPARAGRAPHS (1), (2), (3) and (4), thereafter. Said new additions to be added on Page 8 of the Bylaws, Exhibit B of the Declaration, as recorded at Summit County Records, Volume 5460, Page 454 et seq., is as follows:

I. 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) 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;

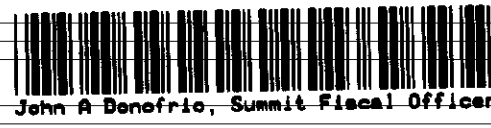
(2) Grant easements, leases, licenses, and concessions through or over the Common Elements;

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



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Pg: 6 of 7
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John A Donefric, Summit Fiscal Officer



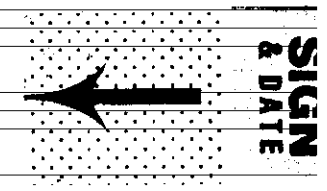
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CONDO 72.00

(4) 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 Blair House Condominium, Inc. has caused the execution of this instrument this 6TH day of SEPTEMBER, 2005.

BLAIR HOUSE CONDOMINIUM, INC.

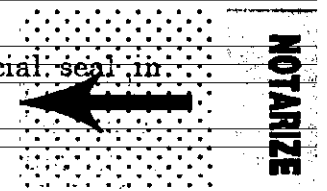


By: Fred Rossi
FRED ROSSI, its President

STATE OF OHIO)
)
) SS
COUNTY OF SUMMIT)

BEFORE ME, a Notary Public, in and for said County, personally appeared the above named Blair House Condominium, Inc., by Fred Rossi, its President, who acknowledged that he 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 him personally and as such officer.

IN WITNESS WHEREOF, I have hereunto set my hand and official seal in AKRON, Ohio, this 6TH day of SEPTEMBER, 2005.



Atty. Linda M. Herrington
NOTARY PUBLIC
ATTY. LINDA M. HERINGTON
My commission does not expire.

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

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Pg: 1 of 10
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CONDO 96.00

FIRST AMENDMENT
TO
THE DECLARATION OF CONDOMINIUM OWNERSHIP
FOR
BLAIR HOUSE CONDOMINIUM

This will certify that copies of this First Amendment,
has been filed in the Summit County Fiscal Office,
Summit County, Ohio.

Dated: Sept 16, 2003.

Summit County Fiscal Office:

By **JOHN A. DONOFRIO**
By O. Taylor, Deputy Fiscal Officer

Approved as to form:

This Instrument Prepared by:
David Woodburn
BUCKINGHAM, DOOLITTLE & BURROUGHS, LLP
50 S. Main Street, Akron Centre Plaza
Akron, Ohio 44309-1500

*THE BLAIR HOUSES
ATTN: JOHN R. NAUM
255 NO. BRIDGE AVE. #1112
AKRON, OHIO 44303-1269*

*TIN J. Kapper 9-16-03
TRANSFER NOT NECESSARY
John A. Donofrio, Fiscal Officer*

RESULTS OF A SPECIAL REFERENDUM OF THE MEMBERS OF THE BLAIR HOUSE CONDOMINIUM, INC.

A special referendum of the Members of Blair House Condominium, Inc. ("Association") was held on June 2, 2003 for the purposes of voting to amend the Declaration of Condominium Ownership of the Blair House Condominium and to reflect the continuing intent of the Members of the Association to approve these changes.

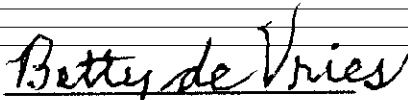
The following resolutions were approved by 81% (75% minimum required) of the voting power of the Association:

RESOLVED: that the Board and proper officers of the Association be and hereby are authorized and directed to amend the Declaration and execute the First Amendment to the Declaration to reflect the intention of the Members and the Association that these changes were approved.

RESOLVED FURTHER: that the Board be and hereby is authorized and directed to amend and restate the rules and regulations of the condominium as the Board deems necessary in light of the First Amendment to the Declaration.

RESOLVED FURTHER: that the proper officers of the Association or members of the Board be and hereby are authorized and directed to execute any and all documents in to order to effectuate the purposes of these resolutions.

Attest:


Betty de Vries, Secretary


John A Donofrio, Summit Fiscal Officer

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CONDO 88.08

**FIRST AMENDMENT
TO
THE DECLARATION OF CONDOMINIUM OWNERSHIP
FOR
BLAIR HOUSE CONDOMINIUM**

THIS FIRST AMENDMENT is made this 2ND day of JUNE, 2003, by **BLAIR HOUSE CONDOMINIUM, INC.**, an Ohio non-profit corporation ("Association").

RECITALS

A. Blair House Condominium ("Condominium") is governed by and subject to the terms and provisions of a Declaration of Condominium Ownership for Blair House Condominium ("Declaration") dated July 12, 1973, and duly recorded on July 25, 1973 as Instrument No. 698159 of the Official Records of Summit County, Ohio. *Vol 5460 - Pg 454*

B. On JUNE 2, 2003, pursuant to Paragraph 17(b), of the Declaration, Unit Owners exercising not less than seventy-five percent (75%) of the voting power of all the Unit Owners, elected to amend the Declaration by causing to be recorded this First Amendment to the Declaration for the purpose of providing a community for residents 55 years of age and older, and qualifying for the "over 55" exemption to the Federal Fair Housing Act.

NOW, THEREFORE, the Association for itself and as attorney-in-fact for the Unit Owners and their mortgagees, and for the purposes set forth hereinabove, hereby declares as follows:

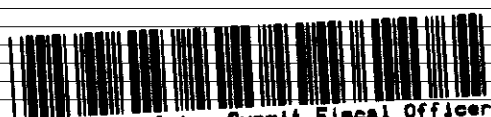
1. **INCORPORATION OF RECITALS.** The recitals contained above are incorporated herein by this reference.

2. **AMENDMENT TO DECLARATION.** The Declaration is hereby amended in the following respects:

A. Paragraph 1(q) is hereby deleted in its entirety and the following inserted in place thereof:

(q) "Occupant" means the person or persons, in possession of a Unit. In order to qualify for the exemption under the pertinent provisions of the Ohio Revised Code and the Federal Fair Housing Act, no less than eighty percent (80%) of the Units shall be occupied by at least one natural person 55 years of age or older.

B. Paragraph 12 is hereby amended by adding the following as new Paragraph 12(n):


John A Donofrio, Summit Fiscal Officer

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(n) Age Restrictions

It is the intention of the Unit Owners that the Condominium qualify for the "over 55" exemption of the Federal Fair Housing Act. Consistent with this intention, no less than eighty percent (80%) of the Units shall be occupied by at least one person 55 years of age or older. If the Unit has an additional Occupant, the additional Occupant must be at least 18 years of age. The Association may grant exceptions or modifications to this provision. All other terms of this Declaration, including without limitation, Paragraphs 12(a), 12(l), and 12(m), are subject to the foregoing intention of the Unit Owners.

3. **OTHER PROVISIONS REMAIN IN FULL FORCE AND EFFECT.** Except as hereinabove amended and supplemented, all of the provisions of, and Exhibits to, the Declaration shall be and remain in full force and effect.

IN WITNESS WHEREOF, the undersigned has executed this instrument this 30TH day of JUNE, 2003, for itself and on behalf of the Association and the Unit Owners of Blair House Condominium and their respective mortgagees.

**DECLARANT:
BLAIR HOUSE CONDOMINIUM, INC.**

By


John B. Naum, its President.



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John A Donofrio, Summit Fiscal Officer

STATE OF OHIO)
)SS
SUMMIT COUNTY)

BEFORE ME a notary public in and for said county and state, personally appeared the above-named **BLAIR HOUSE CONDOMINIUM, INC.** by John R. Naum, its President, who acknowledged that he did sign the foregoing instrument and that the same is his free act and deed on behalf of the Association and of the Unit Owners of Blair House Condominium and their respective mortgagees, for the uses and purposes therein set forth.

IN TESTIMONY WHEREOF, I have hereunto set my hand and official seal at AKRON, Ohio this 30th day of JUNE, 2003.

Atty John M. Harrington
Notary Public
255 N. PORTAGE PATH #515
AKRON, OHIO 44308

This Instrument Prepared by:
David Woodburn
BUCKINGHAM, DOOLITTLE & BURROUGHS, LLP
50 S. Main Street, Akron Centre Plaza
Akron, Ohio 44309-1500

412.171796_1b

My commission does not expire.

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John A Donofrio, Summit Fiscal Officer

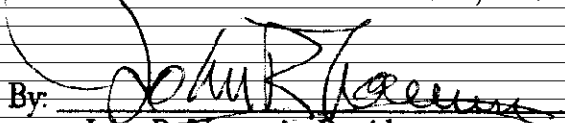
**CERTIFICATE OF FIRST AMMENDMENT TO
DECLARATION OF CONDOMINIUM OWNERSHIP
OF BLAIR HOUSE CONDOMINIUM**

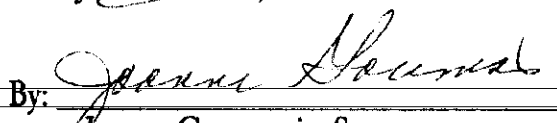
John R. Naum, President and Joanne Goumas, Secretary of BLAIR HOUSE
CONDOMINIUM, INC. ("Association"), do hereby certify as follows:

1. On June 2, 2003 a referendum of the Association was held to authorize and adopt the First Amendment to the Declaration of Condominium Ownership of the Blair House Condominium and to reflect the intention of the members and the Association to approve these changes.
2. As a result of this referendum, more than seventy-five percent (75%) of the voting power of the Association voted to amend the Declaration to reflect the intentions of the Members and the Association.
3. A copy of the First Amendment to the Declaration and referendum adopting the First Amendment are attached hereto as Exhibit A and B respectively, and are incorporated herein by this reference.
4. A copy of the First Amendment to the Declaration has been mailed by certified mail to all mortgagees having a bona fide lien of record against a Unit.

John R. Naum, President and Joanne Goumas, Secretary of BLAIR HOUSE
CONDOMINIUM, INC., acting for and on behalf of said Association, have hereunto
subscribed their names this 30th day of June 2003

BLAIR HOUSE CONDOMINIUM, INC.

By: 
John R. Naum, its President

By: 
Joanne Goumas, its Secretary



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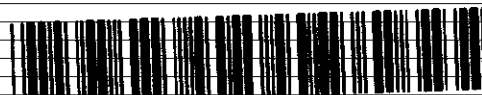
STATE OF OHIO)
) SS
SUMMIT COUNTY)

BEFORE ME, a notary public in and for said county and state, personally appeared the above-named **BLAIR HOUSE CONDOMINIUM, INC.**, by **John R. Naum**, its **President**, who acknowledged that he did sign the foregoing instrument and that the same is his free act and deed on behalf of the Association.

IN TESTIMONY WHEREOF, I have hereunto set my hand and official seal at AKRON, Ohio, this 30th day of JUNE, 2003.

Atty. General M. Harrington
Notary Public
255 N. PORTAGE PATH #515
AKRON, OHIO 44303

My commission does not expire.

 **54943218**
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CONDO 96.06
John A Donofrio, Summit Fiscal Officer


STATE OF OHIO)
) SS
SUMMIT COUNTY)

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CONDO 96.06
John A Donofrio, Summit Fiscal Officer

STATE OF OHIO)
) SS
SUMMIT COUNTY)

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IN TESTIMONY WHEREOF, I have hereunto set my hand and official seal at Akron, Ohio, this 30th day of June, 2003.

Linda M. Howington
Notary Public
255 N. PORTAGE PATH #515
AKRON, OHIO 44303

My commission does not expire.

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CONDO 96.00
John A Donofrio, Summit Fiscal Officer

BLAIR HOUSE CONDOMINIUM ASSOCIATION, INC.

Policy and Procedures RE: Ohio and Federal Fair Housing Laws

It is the intent of the Blair House Condominium Association, Inc. (Association) through its Board of Trustees (Board), and its members, to qualify for the "over 55" exemption of the Ohio and Federal Fair Housing Laws. In accordance with the Laws' exemption requirements, the Association through its trustees, sets out the following rules and regulations:

1. Prior to the sales of any condominium unit, the seller shall submit to the Association's management office a driver's license or birth certificate of the prospective purchaser. This requirement will enable the Association to monitor the Act's exemption requirement that 80% of the units are occupied by at least one person 55 years of age and older. If the unit has an additional Occupant, the additional Occupant must be at least 18 years of age. The Association may grant exceptions or modifications to this provision.
2. There shall be, in selected common areas, published notices that the Association is intended for those age 55 years or older.
3. The Association, through its Board, has the right at any time to conduct a poll to verify the ages of all of the condominium's occupants. The Board reserves the right to request age verification of any or all of the Associations occupants.

In addition to the foregoing statutory requirements, the Blair House Declaration of Condominium Ownership specifies that we notify the holders of a mortgage or a lien against any unit of all amendments to the Declaration.



John A Donofrio, Summit Fiscal Officer

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BLAIR HOUSE CONDOMINIUM ASSOCIATION, INC.
255 North Portage Path
Akron, OH 44303-1217

NOTICE

TO: MEMBERS OF BLAIR HOUSE CONDOMINIUM, INC.

IN ORDER TO BE IN COMPLIANCE WITH OHIO AND FEDERAL FAIR HOUSING LAWS, THE RULES AND REGULATIONS, WITH REGARD TO SELLING OF UNITS IS AMENDED AS FOLLOWS:

ALL OWNERS WHO ADVERTISE TO SELL THEIR UNIT MUST INCLUDE IN THE ADVERTISEMENT THE PHRASE "HOUSING FOR PERSONS 55 AND OVER". ANY AGENT CONTRACTED TO SELL AN OWNER'S UNIT IS REQUIRED TO USE THE SAME PHRASE IN ANY OF THE AGENT'S ADVERTISEMENTS.

OWNERS WILL INDEMNIFY THE ASSOCIATION FOR ANY DAMAGES, FINES AND COSTS, INCLUDING REASONABLE ATTORNEY FEES, ASSOCIATED WITH THE OWNER'S FAILURE OR THE OWNER'S AGENT'S FAILURE TO COMPLY WITH THIS PROVISION.

BLAIR HOUSE CONDOMINIUM, INC.
BOARD OF MANAGERS

Please Note: We urge you to place a copy of this notice with your Deed. You will be reminded of the above requirement at the time of advertising to sell your condominium.


John A Donofrio, Summit Fiscal Officer

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CONDO 98.00

STATE OF OHIO)
) SS
SUMMIT COUNTY)

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Linda M. Howington
Notary Public
255 N. PORTAGE PATH #515
AKRON, OHIO 44303

My commission does not expire.

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255 North Portage Path
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BOARD OF MANAGERS

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