

BONNIE M. HOWE
PORTAGE CO. RECORDER

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AMENDMENTS TO THE
DECLARATION OF CONDOMINIUM OWNERSHIP
FOR
THE LAKES AT FRANKLIN MILLS ✓

PLEASE CROSS MARGINAL REFERENCE WITH THE DECLARATION OF
CONDOMINIUM OWNERSHIP FOR THE LAKES AT FRANKLIN MILLS
RECORDED AT INSTRUMENT NO. 200218268 OF THE PORTAGE COUNTY
RECORDS.

AMENDMENTS TO THE
DECLARATION OF CONDOMINIUM OWNERSHIP FOR
THE LAKES AT FRANKLIN MILLS

WHEREAS, the Declaration of Condominium Ownership for The Lakes at Franklin Mills (the "Declaration") was recorded at Portage County Records Instrument No. 200218268, and

WHEREAS, The Lakes at Franklin Mills Condominium Owners Association, Inc. (the "Association") is a corporation consisting of all Unit Owners in Lakes at Franklin Mills and as such is the representative of all Unit Owners, and

WHEREAS, Article XIV of said Declaration authorizes amendments to the Declaration, and

WHEREAS, Unit Owners representing at least 90% and 100%, respectively, of the Association's current voting power, based on ownership interests, 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 B signed by Unit Owners representing 94.20% of the Association's voting power as of July 29, 2011, and

WHEREAS, the Association has in its records the power of attorney signed by Unit Owners representing 94.20% of the Association's voting power authorizing the Association's officers to execute Amendment B on their behalf, and

WHEREAS, the Association has in its records the signed, written consents to Amendment C signed by Unit Owners representing 100% of the Association's voting power as of July 29, 2011, 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 Amendment C on their behalf, and

WHEREAS, attached hereto as Exhibit A is a certification of the Association's President stating that Unit Owners representing at least 90% and 100%,

respectively, of the Association's voting power affirmatively approved Amendments B and C, in writing, and that said the Secretary has filed said written consents with the Association's records, 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 The Lakes at Franklin Mills is hereby amended by the following:

AMENDMENT A

[Intentionally Left Blank - Amendment Proposal Did Not Pass]

AMENDMENT B

INSERT a new 3rd PARAGRAPH to DECLARATION ARTICLE VIII, SECTION A entitled, "General." Said new addition, to be added on Page 34 of the Declaration, as recorded at Portage County Records, Instrument No. 200218268, is as follows:

In connection with the administration, operation, maintenance, repair and replacement of the Condominium Property, the following Common Expenses shall be computed and assessed on an equal per Unit basis:

(a) Expenses that arise out of the maintenance, repair, and replacement of security, telecommunications, rubbish removal, roads, entrances, landscaping, and grounds care, including any driveway, parking area, walkway, gatehouse, animal trapping, pond treatment, shrub/tree preventative care, reasonable snow removal and utilities or other exterior improvement that is not part of a residential building and that the Association is responsible to maintain along with any reserve funds allocated to such non-building related maintenance, repair, or replacement; and,

(b) Expenses that arise out of the administration, including copying and bank service charges and postage, operation, including accounting, legal fees, and management fees, if any.

Expenses not included in the above subparagraphs (a) or (b), including, but not limited to, all insurance, maintenance, repair, and replacement expenses for all residential buildings, including reserve funds pertaining to same, shall be computed and assessed based on the percentage of interest in the Common Elements allocated to each Unit.

In the event of any uncertainty or dispute as to whether a given Common Expense should be computed on an equal per Unit basis or based on the percentage of Ownership interest, the Board's determination, exercised in good faith, as to the appropriate computation shall be final, provided that such determination shall thereafter be consistently followed.

It shall be the duty of every Unit Owner to pay his proportionate share of the Common Expenses for the administration, maintenance and repair of the Common Elements and for the other expenses provided for herein. The Common Expenses shall be allocated and computed pursuant to the provisions of Declaration Article VIII, Section A, as amended. Payment thereof shall be in such amounts and at such times as may be determined by the Board of Directors, as hereinafter provided. Developer will assume the obligations of a Unit Owner in its capacity as owner of a Unit not yet sold, including without limitation the obligation to pay Common Expenses attaching to such interests from the date the Declaration is filed for record.

AMENDMENT C

INSERT TWO NEW PARAGRAPHS to the end of DECLARATION ARTICLE XVI entitled, "Additions to Condominium Property." Said new addition, to be added on Page 57 of the Declaration, as recorded at Portage County Records, Instrument No. 200218268, is as follows:

The undersigned, being 100% of the Unit Owners of Lakes at Franklin Mills Condominium, for themselves, their successors, heirs

and assigns, do hereby accept, approve and ratify the Developer's prior expansion of the Condominium Property as set forth in the Tenth Amendment to the Declaration recorded on January 27, 2010 at Instrument No. 201001182 of the Portage County Records.

Further, the undersigned, for themselves, their successors, heirs and assigns, do hereby grant to Declarant an optional seven years from the date this amendment is recorded with the Portage County Recorder's Office to expand the Condominium Property for the purpose of constructing additional units, with like construction and design as currently found on the Condominium Property, on the 2.227 acre tract as described on the attached plat, by the filing of one or more additional expansion amendments and drawings that show the location and layout of each of the buildings and/or the Units together with the Limited Common Elements for each Unit. All other requirements for expansion as set forth in the Declaration shall remain in full force and effect.

Any conflict between the above provision and any other provisions of the Declaration and Bylaws shall be interpreted in favor of this Ratification and Consent for the continued expansion of the Condominium Property.

IN WITNESS WHEREOF, the said The Lakes at Franklin Mills Condominium Owners Association, Inc. has caused the execution of this instrument this 8th day of September, 2011.

THE LAKES AT FRANKLIN MILLS CONDOMINIUM OWNERS
ASSOCIATION, INC. ✓

By: Al Henderson
AL HENDERSON, its President

By: Lesley Wettstein
LESLEY WETTSTEIN, its Secretary

STATE OF OHIO)
)
COUNTY OF Summit) SS

BEFORE ME, a Notary Public, in and for said County, personally appeared the above named The Lakes at Franklin Mills Condominium Owners Association, Inc., by its President and its Secretary, who acknowledged that they did sign the foregoing instrument, on Page 5 of 7, and that the same is the free act and deed of said corporation and the free act and deed of each of them personally and as such officers.


IN WITNESS WHEREOF, I have hereunto set my hand and official seal in Stow, Ohio, this 8th day of September, 2011.



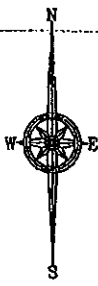
NOTARY PUBLIC

Place notary stamp/seal here:

Ronald Lindon
Resident Summit County
Notary Public, State of Ohio
My Commission Expires: 03/24/2015

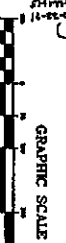
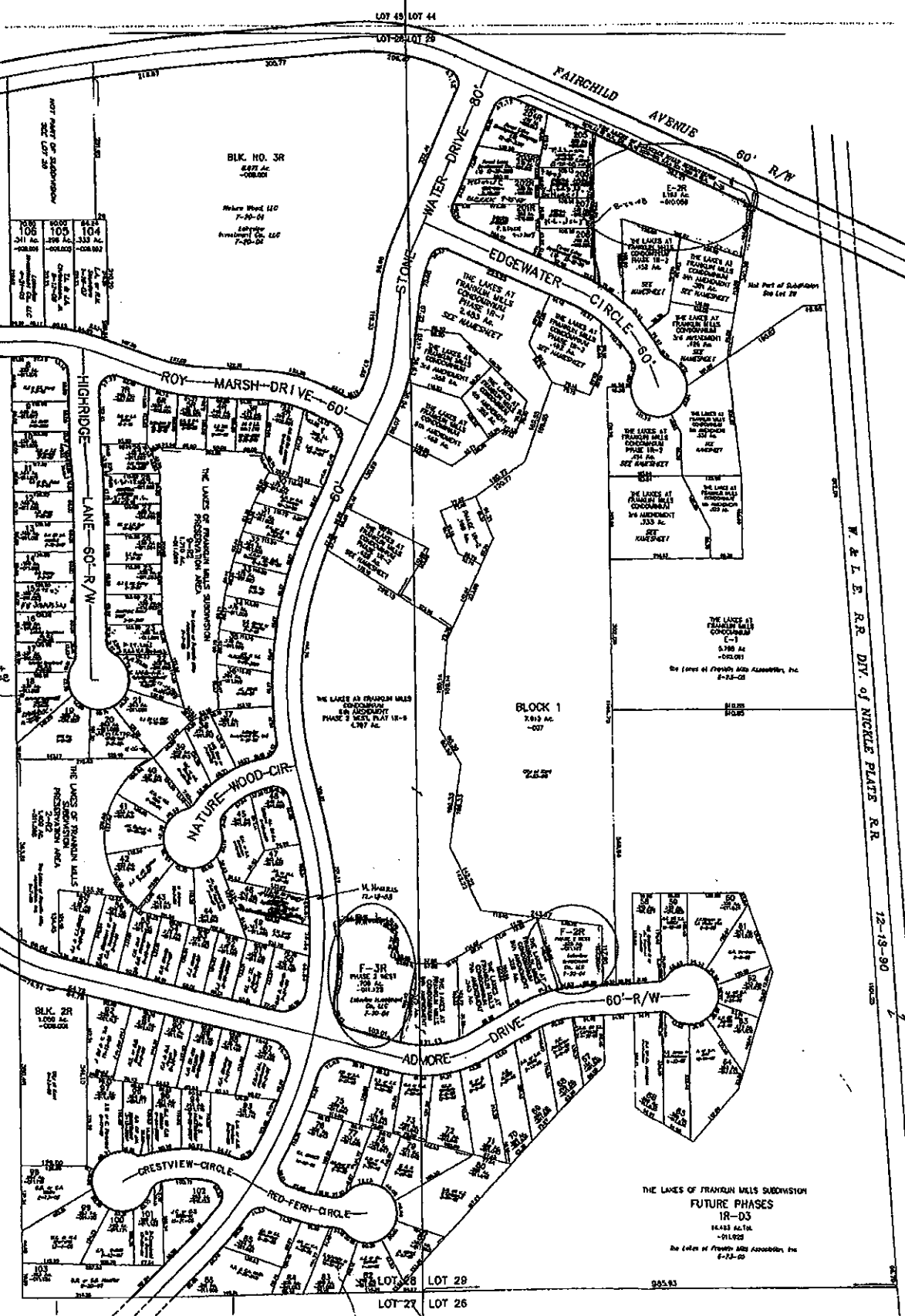


This instrument prepared by:
KAMAN & CUSIMANO, LLC, Attorneys at Law
2000 Terminal Tower
50 Public Square
Cleveland, Ohio 44113
(216) 696-0650



THE LAKES AT FRANKLIN MILLS CONDOMINIUM

THE LAKES OF FRANKLIN MILLS SUBDIVISION



17-029-20-00-000,000
FRANKLIN TWP.
CITY OF KENT

29-B

THE LAKES OF FRANKLIN MILLS SUBDIVISION
PHASE 4, SEE MAP PAGE 27-B

THE LAKES OF FRANKLIN MILLS SUBDIVISION
FUTURE PHASES
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The Lakes of Franklin Mills Association, Inc.
8-13-00

mh
BONNIE M. HOWE
PORTAGE CO. RECORDER

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AT 11.41.14

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AMENDMENTS TO THE
DECLARATION OF CONDOMINIUM OWNERSHIP

INDEXED

FOR

THE LAKES AT FRANKLIN MILLS

PLEASE CROSS MARGINAL REFERENCE WITH THE DECLARATION OF
CONDOMINIUM OWNERSHIP FOR THE LAKES AT FRANKLIN MILLS
RECORDED AT INSTRUMENT NO. 200218268 OF THE PORTAGE COUNTY
RECORDS.

AMENDMENTS TO THE
DECLARATION OF CONDOMINIUM OWNERSHIP FOR
THE LAKES AT FRANKLIN MILLS

WHEREAS, the Declaration of Condominium Ownership for The Lakes at Franklin Mills (the "Declaration") and the By-laws of The Lakes at Franklin Mills Condominium Association, Inc. (the "Bylaws"), Exhibit C to the Declaration, were recorded at Portage County Records Instrument No. 200218268, and

WHEREAS, The Lakes at Franklin Mills Condominium Owners Association, Inc. (the "Association") is a corporation consisting of all Unit Owners in the Lakes at Franklin Mills Condominium and as such is the representative of all Unit Owners, and

WHEREAS, Article XIV, Section A of said Declaration authorizes amendments to the Declaration and Bylaws Article V, Section 5.6 authorizes amendments to the Bylaws, and

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

WHEREAS, the Association has in its records the signed, written consents to Amendment A signed by Unit Owners representing 87% of the Association's voting power as of July 3, 2006, and

WHEREAS, the Association has in its records the power of attorney signed by Unit Owners representing 87% of the Association's voting power authorizing the Association's officers to execute Amendment A on their behalf, and

WHEREAS, the Association has in its records the signed, written consents to Amendment B signed by Unit Owners representing 77% of the Association's voting power as of July 3, 2006, and

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

WHEREAS, the Association has in its records the signed, written consents to Amendment C signed by Unit Owners representing 80% of the Association's voting power as of July 3, 2006, and

WHEREAS, the Association has in its records the power of attorney signed by Unit Owners representing 80% of the Association's voting power authorizing the Association's officers to execute Amendment C on their behalf, and

WHEREAS, the Association has in its records the signed, written consents to Amendment D signed by Unit Owners representing 100% of the Association's voting power as of June 27, 2006, 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 Amendment D on their behalf, and

WHEREAS, attached hereto as Exhibit A is an Affidavit of the Association's President and Secretary that Unit Owners representing at least 75% of the Association's voting power affirmatively approved the Amendments, in writing, and

WHEREAS, the proceedings necessary to amend the Declaration as required by Chapter 5311 of the Ohio Revised Code and the Declaration of Condominium Ownership for The Lakes at Franklin Mills have in all respects been complied with.

NOW THEREFORE, the Declaration of Condominium Ownership for The Lakes at Franklin Mills Condominium is hereby amended by the following:

AMENDMENT A

INSERT a new BYLAWS ARTICLE III, SECTION 3.13 entitled, "Indemnification of Board Members and Officers." Said new addition, to be added on Page 11 of the Bylaws, Exhibit C of the Declaration, as recorded at Portage County Records, Instrument No. 200218268, is as follows:

Section 3.13. Indemnification of Board Members and Officers.

The Association shall indemnify any member of the Board of Directors (f.k.a "Board of Managers") or officer of the Association or any former Board member or officer of the Association and/or its or their respective heirs, executors and administrators, against reasonable expenses, including attorneys' fees, judgments, decrees, fines, penalties or amounts paid in settlement, actually and necessarily incurred by him/her in connection with the defense of any pending or threatened action, suit, or proceeding, criminal or civil, to which he/she is or may be made a party by reason of being or having been such Board member or officer of the Association, provided it is determined in the manner hereinafter set forth that (1) such Board member or officer of the Association was not and is not adjudicated to have been grossly negligent or guilty of misconduct in the performance of his/her duty to the Association; and (2) such Board member or officer acted in good faith in what he/she reasonably believed to be in, or not opposed to, the best interest of the Association; and (3) in any criminal action, suit or proceeding, such Board member or officer had no reasonable cause to believe that his/her

conduct was unlawful; and (4) in case of settlement, the amount paid in the settlement was reasonable.

The determination hereinabove required shall be made by written opinion of independent legal counsel chosen by the Board. Notwithstanding the opinion of legal counsel, to the extent that a Board member or officer has been successful in defense of any action, suit or proceeding, or in the defense of any claim, issue or matter, he/she shall, in that event, be indemnified as set forth herein.

a. Advance of Expenses. Funds to cover expenses, including attorneys' fees, with respect to any pending or threatened action, suit, or proceeding may be advanced by the Association prior to the final disposition thereof upon receipt of a request to repay such amounts.

b. Indemnification Not Exclusive; Insurance. The indemnification provided for in this Article shall not be exclusive, but shall be in addition to any other rights to which any person may be entitled under the Articles of Incorporation, the Declaration, these Bylaws or rules and regulations of the Association, any agreement, any insurance provided by the Association, the provisions of Section 1702.12(e) of the Ohio Revised Code, or otherwise. The Association shall purchase and maintain insurance on behalf of any person who is or was a Board member or officer of the Association against any liability asserted against him/her or incurred by him/her in such capacity or arising out of his/her status as a Board member or officer of the Association.

c. Indemnification by Unit Owners. The Board members and officers of the Association shall not be personally liable to the Unit Owners for any mistake of judgment, negligence, or otherwise, except for their own individual willful misconduct or bad faith. The Unit Owners shall indemnify, defend and hold harmless each of the Board members and officers of the Association against all contractual liabilities to third parties arising out of contracts made on behalf of the Association, except with respect to any such contracts made in bad faith or contrary to the provisions of the Declaration or these Bylaws. Every agreement made by any Board member or officer of the Association shall provide that such Board member or officer of the Association is acting only as a representative of the Association and shall have no personal liability thereunder (except as a Unit Owner).

d. Cost of Indemnification. Any sum paid or advanced by the Association under this Article shall constitute a Common Expense. The Board shall have the power and the responsibility to raise, by

special assessment or otherwise, any sums required to discharge the Association's obligations under this Article; provided, however, that the liability of any Unit Owner arising out of the contract made by any Board member or officer of the Association, or out of the aforesaid indemnity in favor of such Board member or officer of the Association, shall be limited to such proportion of the total liability hereunder as said Unit Owner's pro rata share bears to the total percentage interest of all the Unit Owners as Members of the Association.

Any conflict between this provision and any other provisions of the Declaration and Bylaws shall be interpreted in favor of this amendment for the indemnification of Board members and officers of the Association. 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

MODIFY DECLARATION ARTICLE VI, SECTION B, PARAGRAPH 2 entitled, "Management, Maintenance, Repairs, Alterations, and Improvements." Said modification, to be made on Page 22 of the Declaration, as recorded at Portage County Records, Instrument No. 200218268, is as follows (deleted language is crossed-out; new language is underlined):

2. Management, Maintenance, Repairs, Alterations, and Improvements - Except as otherwise provided herein, management, maintenance, repair, replacement, alteration and improvement of the Common ~~Areas~~ Elements, ~~including~~ ~~excluding~~ the LCAE, and shall be the responsibility of the Association.

Any conflict between this provision and any other provisions of the Declaration and Bylaws shall be interpreted in favor of this amendment clarifying that the individual Unit Owners are responsible for the maintenance, repair and replacement of the Limited Common Elements. Upon the recording of this amendment, only Unit Owners of record at the time of such filing shall have standing to contest the validity of the amendment, whether on procedural, substantive or any other grounds, provided further that any such challenge shall be brought in the court of common pleas within one year of the recording of the amendment.

AMENDMENT C

INSERT a new DECLARATION ARTICLE III, SECTION B, PARAGRAPH 14 entitled, "Occupancy Restriction." Said new addition, to be added on Page 13 of the Declaration, as recorded at Portage County Records, Instrument No. 200218268, is as follows:

14 Occupancy Restriction - No person who is adjudicated to be a sexual predator or a habitual sex offender and required to register with a designated registering agency, thereby requiring notice to be given pursuant to the Ohio Sex Offenders Act or similar statute from another jurisdiction, as the same may from time to time be amended, may reside in or occupy a Unit for any length of time. Any violation of this restriction shall subject the Unit Owner and/or any Occupant of the Unit to any and all remedies provided for by law as well as this Declaration. The Association shall not, however, be liable to any Unit Owner or Occupant, or anyone visiting any Unit Owner or the Association, as a result of the Association's alleged failure, whether negligent, intentional or otherwise, to enforce the provisions of this restriction.

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

AMENDMENT D

INSERT a new PARAGRAPH 2 to the end of DECLARATION ARTICLE IV, SECTION A, entitled, "Buildings and Improvements." Said new addition, to be added on Page 14 of the Declaration, as recorded at Portage County Records, Instrument No. 200218268, is as follows:

2. With the recording of this Amendment, the Owner(s) of 955 Edgewater Circle (the "Unit") are permitted to construct and install, and thereafter keep and maintain, a three-season patio room enclosure to the rear of the Unit for their exclusive use, provided that the Owner(s): (a) comply with all building requirements by the City of Kent, including all applicable laws, zoning ordinances and other government regulations, and any and all specifications and rules established by the Board, at its sole and complete discretion, for the patio enclosure, and (b) build the patio room enclosure in strict accordance with the drawings attached and recorded hereto. Owner(s) of 955 Edgewater Circle shall, at their own expense, maintain, repair and replace the interior of the patio room enclosure in

accordance with Declaration Article VI, Section A, Paragraph 2 and the Rules of the Board (the Board's determination, exercised in good faith, as to whether any particular repair or replacement is to be made to the enclosure or the Common Elements shall be final, provided that such determination shall thereafter be consistently followed). Owner(s) shall also insure said patio room enclosure and timely furnish the Board with evidence of such insurance upon request from the Board. Owner(s) shall further be responsible for any damage caused to the adjacent condominium building because of the patio room enclosure's installation, construction, use, maintenance or repair, including, without limitation, any and all roofing, siding or other building damages or problems, including water leak problems, that may arise, relate to or be caused by the installation, construction, use or repair of the enclosure. The Association shall be responsible for maintenance, repair and replacement of the exterior of the patio room enclosure. If the patio room enclosure needs, in whole or in part, to be temporarily removed to enable the Association to complete maintenance, repair and/or replacement of any part of the Condominium Property for which it is responsible, Owner(s) shall temporarily remove the required portion of the enclosure as Association requires, at Owner(s)' expense.

Any conflict between the above provision and any other provisions of the Declaration and Bylaws shall be interpreted in favor of permitting the Owner(s) of 955 Edgewater Circle to install a three-season patio room enclosure, subject to the specific restrictions listed, and establishing that the Owner(s) are responsible for the insurance and maintenance, repair and replacement of the interior of the enclosure appurtenant to said Unit. The terms, conditions, restrictions and covenants set forth above shall run with the land and shall be binding upon the Owner(s), Owner(s)' heirs, successors and assigns, including, but not limited to, any future purchaser, owner, or occupant of the Unit for as long as the said patio room enclosure remains. 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 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 amendment.

IN WITNESS WHEREOF, the said The Lakes at Franklin Mills Condominium Owners Association, Inc. has caused the execution of this instrument this 2 day of August, 2006.

THE LAKES AT FRANKLIN MILLS CONDOMINIUM OWNERS ASSOCIATION, INC.

By: Patricia Holan 8/2/06
PATRICIA HOLAN, its President

By: Ray Cummings 8/2/06
RAY CUMMINGS, its Secretary

STATE OF OHIO)
)
COUNTY OF _____)

SS

BEFORE ME, a Notary Public, in and for said County, personally appeared the above named The Lakes at Franklin Mills Condominium Owners Association, Inc., by its President and its Secretary, who acknowledged that they did sign the foregoing instrument, on Page 8 of 10, and that the same is the free act and deed of said corporation and the free act and deed of each of them personally and as such officers.

IN WITNESS WHEREOF, I have hereunto set my hand and official seal in Cleveland, Ohio, this 2 day of August, 2006.

Judy Hersh
NOTARY PUBLIC

JUDY HERSH
NOTARY PUBLIC, STATE OF OHIO
RECORDED IN CUYAHOGA COUNTY
MY COMM. EXPIRES APRIL 15, 2008

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

EXHIBIT A

AFFIDAVIT

STATE OF OHIO)
)
COUNTY OF _____)

SS

PATRICIA HOLAN and RAY CUMMINGS, being first duly sworn, states as follows:

1. They are the duly elected and acting President and Secretary, respectively, of The Lakes at Franklin Mills Condominium Owners Association, Inc.
2. The Association received the signed, written consents of Unit Owners representing at least 75% of the Association's voting power in favor of the Amendments to the Declaration of Condominium Ownership for The Lakes at Franklin Mills in accordance with the provisions of Declaration Article XIV, Section A and caused such signed, written consents to be filed with the corporate records for The Lakes at Franklin Mills Condominium Owners Association, Inc.
3. Further affiants sayeth naught.

Patricia Holan
PATRICIA HOLAN, President

Ray Cummings
RAY CUMMINGS, Secretary

BEFORE ME, a Notary Public, in and for said County, personally appeared the above named PATRICIA HOLAN and RAY CUMMINGS who acknowledges that they did sign the foregoing instrument and that the same is their free act and deed.

IN TESTIMONY WHEREOF, I have hereunto set my hand and official seal in Cleveland, Ohio, this 2 day of August, 2006.

Judy Hersh
NOTARY PUBLIC

JUDY HERSH
NOTARY PUBLIC, STATE OF OHIO
RECORDED IN CUYAHOGA COUNTY
MY COMM. EXPIRES APRIL 15, 2008

Enw. Kaman
Clusimano
BONNIE M. HOWE
PORTAGE CO. RECORDER

200525086 & 22nd

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AMENDMENTS TO THE **INDEXED**
DECLARATION OF CONDOMINIUM OWNERSHIP
FOR ✓
THE LAKES AT FRANKLIN MILLS CONDOMINIUM

PLEASE CROSS MARGINAL REFERENCE WITH THE DECLARATION OF CONDOMINIUM OWNERSHIP FOR THE LAKES AT FRANKLIN MILLS CONDOMINIUM RECORDED AT INSTRUMENT NO. 200218268 OF THE PORTAGE COUNTY RECORDS.

**AMENDMENTS TO THE
DECLARATION OF CONDOMINIUM OWNERSHIP FOR
THE LAKES AT FRANKLIN MILLS CONDOMINIUM**

WHEREAS, the Declaration of Condominium Ownership for The Lakes at Franklin Mills Condominium (the "Declaration") and the Bylaws of The Lakes at Franklin Mills Condominium Association, Inc. (the "Bylaws"), Exhibit C to the Declaration, were recorded at Portage County Records Instrument No. 200218268, and

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

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

WHEREAS, the proceedings necessary to amend the Declaration and Bylaws as permitted by Chapter 5311 of the Ohio Revised Code and the Declaration of Condominium Ownership for The Lakes at Franklin Mills Condominium have in all respects been complied with.

NOW THEREFORE, the Declaration of Condominium Ownership for The Lakes at Franklin Mills 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) INSERT a new SECTION D, entitled "Enforcement Assessments," to the end of DECLARATION ARTICLE XV. Said new addition, to be added on Page 53 of the Declaration, as recorded at Portage County Records Instrument No. 200218268, is as follows:

D. 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.

(5) INSERT a new 2nd PARAGRAPH to the end of DECLARATION ARTICLE VIII, SECTION K, entitled "Lien of Association." Said new addition, to be added on Page 40 of the Declaration, as recorded at Portage County Records Instrument No. 200218268, is as follows:

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

(6) INSERT a new 3rd PARAGRAPH to the end of DECLARATION ARTICLE VIII, SECTION A, entitled "General." Said new addition, to be added on Page 34 of the Declaration, as recorded at Portage County Records Instrument No. 200218268, 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.

(7) INSERT a new 2nd PARAGRAPH to DECLARATION ARTICLE VIII, SECTION I, entitled "Effect of Non-Payment of Assessment." Said new addition, to be added on Page 39 of the Declaration, as recorded at Portage County Records Instrument No. 200218268, is as follows:

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.

(8) INSERT a new 2nd PARAGRAPH to the end of DECLARATION ARTICLE VIII, SECTION N, entitled "Liability for Assessments Upon Voluntary Conveyance." Said new addition, to be added on Page 41 of the Declaration, as recorded at Portage County Records Instrument No. 200218268, is as follows:

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

(9) INSERT a new SECTION B, PARAGRAPH 13, entitled "Owner/Resident Information," to DECLARATION ARTICLE III. Said new addition, to be added on Page 13 of the Declaration, as recorded at Portage County Records Instrument No. 200218268, is as follows:

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

(10) INSERT a new 2nd SENTENCE to the end of BYLAWS ARTICLE III, SECTION 3.6, entitled "Regular Meetings." Said new addition, to be added on Page 8 of the Bylaws, Exhibit C of the Declaration, as recorded at Portage County Records Instrument No. 200218268, 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.

(11) INSERT a new SENTENCE to the end of 1st PARAGRAPH of DECLARATION ARTICLE VIII, SECTION B, entitled "Preparation of Estimated Budget." Said new addition, to be added on Page 35 of the Declaration, as recorded at Portage County Records Instrument No. 200218268, 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.

(12) INSERT a new PARAGRAPH f to BYLAWS ARTICLE III, SECTION 3.11, entitled "Powers of the Board," and INSERT new SUBPARAGRAPHS (1), (2), (3), (4), (5), (6) and (7), thereafter. Said new additions to be added on Page 10 of the Bylaws, Exhibit C of the Declaration, as recorded at Portage County Records Instrument No. 200218268, is as follows:

- f. In accordance with Ohio Revised Code Section 5311.081(B), in addition to all other powers enumerated herein, the Board may exercise all powers of the Association, including the power to do the following:
- (1) Hire and fire attorneys, accountants, and other independent contractors and employees that the Board determines are necessary or desirable in the management and/or operation of the Condominium Property and the Association;
 - (2) Commence, defend, intervene in, settle, or compromise any civil, criminal, or administrative action or proceeding that is in the name of, or threatened against, the Association, the Board, or the Condominium Property, or that involves two or more Unit Owners and relates to matters affecting the Condominium Property;
 - (3) Enter into contracts and incur liabilities relating to the operation of the Condominium Property;
 - (4) Adopt rules that regulate the use or occupancy of Units, the maintenance, repair, replacement, modification, and appearance of Units, Common Elements, and Limited Common Elements when the actions regulated by those rules affect Common Elements or other Units;
 - (5) Grant easements, leases, licenses, and concessions through or over the Common Elements;
 - (6) Impose and collect fees or other charges for the use, rental, or operation of the Common Elements or for services provided to Unit Owners;
 - (7) 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 The Lakes at Franklin Mills Condominium Owners Association, Inc. has caused the execution of this instrument this 19th day of September, 2005.

THE LAKES AT FRANKLIN MILLS CONDOMINIUM OWNERS ASSOCIATION, INC.

By: Steve Mol
STEVE MOLNAR, its President

STATE OF OHIO)
) SS
COUNTY OF PORTAGE)

BEFORE ME, a Notary Public, in and for said County, personally appeared the above named The Lakes at Franklin Mills Condominium Owners Association, Inc., by Steve Molnar, its President, who acknowledged that he did sign the foregoing instrument, on Page 6 of 6, and that the same is the free act and deed of said corporation and the free act and deed of him personally and as such officer.

IN WITNESS WHEREOF, I have hereunto set my hand and official seal in Cleveland, Ohio, this 19 day of September, 2005.

Judy Hersh
NOTARY PUBLIC

JUDY HERSH
NOTARY PUBLIC, STATE OF OHIO
RECORDED IN CUYAHOGA COUNTY
MY COMM. EXPIRES APRIL 15 2008

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

Memorandum of Agreement

Section VIII of the *Declaration of Easements, Covenants, and Restrictions for The Lakes at Franklin Mills* (hereinafter Master Declaration Documents) establishes an Architecture Control Committee (hereinafter Architecture Committee) that serves both condominium and home owners. Paragraph 8.1 states that "the decisions of a majority of the members of the Architectural Committee with respect to matters coming before it shall be final and binding." However, as provided in various sections of the *Declaration of Condominium Ownership for the Lakes at Franklin Mills* (hereinafter Condominium Declaration Documents) the Condominium Board of Directors (hereinafter Condo Board) is the sole approving authority for architecture issues coming before it pertaining to the condominiums, thus creating the conflict.

To eliminate the conflict until such time as the Master Association amends its documents to reflect the following agreement, the respective boards hereby agree as follows

Condominium unit owners will be required to submit requests for architectural changes to the Condo Board via the Architectural Committee. The Architectural Committee shall investigate the request and submit its recommendation to the Condo Board within 14 days when possible. The Condo Board shall review the Architecture Committee's recommendation and any other information deemed relevant by the Condo Board and render a decision accordingly. However, The Condo Board is the sole approving authority for these requests and its decision is final and binding.

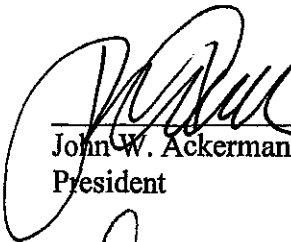
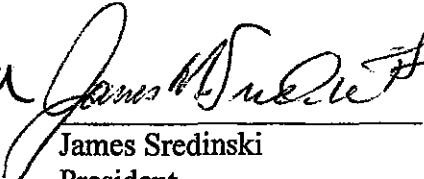
Further, in accordance with Ohio House Bill 135, Condominium Owner requests that will modify the condominium building structure will also be submitted to the Architectural Committee, who will consider said requests and submit its recommendations to the Condo Board within 14 days when possible. If approved, the final decision rests with the condominium unit owners, 100% of whom must agree to the modification by means of a written ballot. The Condo Board shall prepare, distribute, and tally the ballots in accordance with its established procedures.



Finally, Routine requests from condominium unit owners that are specifically covered by the Condominium Declaration Documents, including but not limited to, tree or shrub replacement of the same species, satellite antenna installation, storm door installation, or deviations from requirements specified in the Condominium bylaws, etc. will be submitted directly to the Condo Board. These requests will be approved or disapproved by the Condo Board and their decision will be final and binding. The Master Association agrees to promptly forward any of these routine requests submitted to it in error to the Condo Board. The Condo Board agrees to notify the Master Association of all of these routine requests, and its decisions on these matters.

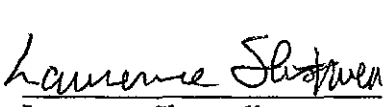
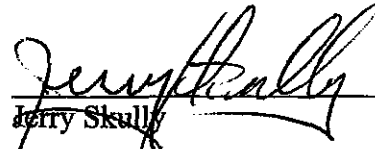
This agreement will take effect on the date that all members of both Boards have reviewed and approved said agreement as evidenced by the signatures and dates below.

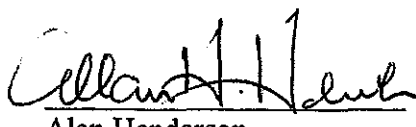
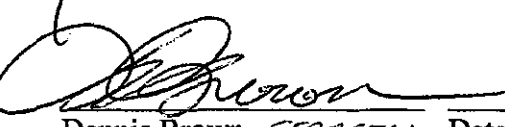
For the Condominium Association Board

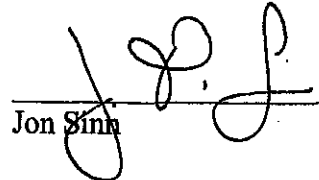
For the Master Association Board:

 9/10/07  10/1/07
John W. Ackerman Date James Sredinski Date
President President

 9/10/07  10/6/07
Ray Cummings Date Lee Fox Date

 Sept 10, 2007  10/7/07
Lawrence Shotwell Date Jerry Skully Date

 9/10/07  9-24-07
Alan Henderson Date Dennis Brown Date
SECRETARY
LFM MASTER
ASSOCIATION

 9-10-07
Jon Sinn Date