

EIGHTH AMENDMENT TO DECLARATION OF CONDOMINIUM OWNERSHIP FOR MARWYCK PLACE CONDOMINIUM

AFFIDAVIT OF GRANTOR

WILLIAM C. WHITLATCH, PRESIDENT OF WHITLATCH & CO., WHICH IS GRANTOR IN THE DECLARATION OF CONDOMINIUM OWNERSHIP FOR MARWYCK PLACE CONDOMINIUM AS RECORDED IN O.R. 1732, PAGE 613-652, SUMMIT COUNTY RECORDS, BEING FIRST DULY SWORN, DEPOSES AND SAYS THAT:

1. All forty-nine (49) Units in Marwyck Place Condominium have been transferred by Grantor to Unit Owners.
2. All forty-nine (49) Unit Owners in Marwyck Place Condominium signed a one-time Prox Form at the time of taking title to their Units.
3. All of said Proxy Forms are in the possession of Whitlatch & Co.
4. The language of all of said Proxy Forms is as follows:

"The undersigned member of MARWYCK PLACE CONDOMINIUM ASSOCIATION hereby constitutes and appoints WHITLATCH & CO. as the true and lawful agent or proxy to sign any and all documents necessary to revise the Schedule of Percentage of Interest to make my Percentage of Interest reflect the base price, site features and plan options of all Units in MARWYCK PLACE CONDOMINIUM, taken at one point in time upon the completion of all Units.

This shall be done by WHITLATCH & CO. after the transfer of the last Unit in the Condominium. I understand that this is a one time proxy; and state that it may not be used except for the purpose above stated.

Executed this _____ day of _____, 199__.

Unit Owner Signature

Unit Owner Signature

Unit # _____ Street Address, City, State, Zip"

5. WHITLATCH & CO., as the true and lawful agent of all forty-nine (49) Unit Owners in MARWYCK PLACE CONDOMINIUM, hereby attaches for record the REVISED Schedule of Percentage of Interest for MARWYCK PLACE CONDOMINIUM.

6. Exhibit "C" is being refiled to correct the Percentages of Interest only; all other items contained in Exhibit "C" are correct as originally filed and are not changed with the Amendment.

FILED
COUNTY OF SUMMIT, CO.

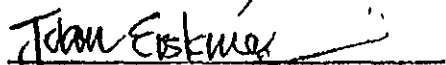
NOV 15 1995

AT 11:51 AM

RECORDED
COUNTY OF SUMMIT, CO.

7. Further Affaint sayeth naught.


DONALD L. MARTIN


JOAN ERSKINE

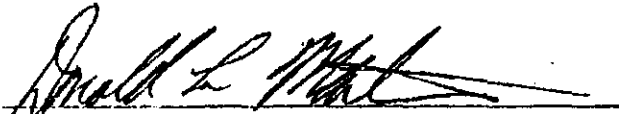
GRANTOR
WHITLATCH & CO.

BY: 
WILLIAM C. WHITLATCH Pres.

STATE OF OHIO)
COUNTY OF SUMMIT)

BEFORE ME, a Notary Public in and for said County and State, personally appeared the above named WHITLATCH & CO., by and through, WILLIAM C. WHITLATCH, its President, who acknowledged that he signed the foregoing instrument and that the same is his free act and deed, personally and as such officer.

IN TESTIMONY WHEREOF, I have hereunto set my hand and official seal at Twinsburg, Ohio this 14th day of NOVEMBER, 1995.


DONALD L. MARTIN, Attorney at Law
My Commission has no Expiration

THIS INSTRUMENT PREPARED BY:
DONALD L. MARTIN, Attorney at Law,
10800 Ravenna Road, Twinsburg, OH 44087
(216) 425-3500

FINAL SCHEDULE OF PERCENT INTEREST

UNIT #	PERCENT INTEREST	STREET ADDRESS
1	2.07%	100 MARWYCK PLACE LANE
2	1.89%	104 MARWYCK PLACE LANE
3	2.01%	110 MARWYCK PLACE LANE
4	1.93%	114 MARWYCK PLACE LANE
5	2.22%	120 MARWYCK PLACE LANE
6	1.93%	122 MARWYCK PLACE LANE
7	1.99%	124 MARWYCK PLACE LANE
8	2.22%	126 MARWYCK PLACE LANE
9	2.04%	128 MARWYCK PLACE LANE
10	2.02%	130 MARWYCK PLACE LANE
11	1.89%	132 MARWYCK PLACE LANE
12	2.04%	134 MARWYCK PLACE LANE
13	2.06%	136 MARWYCK PLACE LANE
14	2.03%	138 MARWYCK PLACE LANE
15	1.91%	140 MARWYCK PLACE LANE
16	2.11%	142 MARWYCK PLACE LANE
17	1.97%	146 MARWYCK PLACE LANE
18	2.02%	150 MARWYCK PLACE LANE
19	2.28%	154 MARWYCK PLACE LANE
20	1.97%	158 MARWYCK PLACE LANE
21	2.09%	164 MARWYCK PLACE LANE
22	1.90%	166 MARWYCK PLACE LANE
23	2.01%	168 MARWYCK PLACE LANE
24	2.04%	170 MARWYCK PLACE LANE
25	2.27%	172 MARWYCK PLACE LANE
26	2.09%	175 MARWYCK PLACE LANE
27	1.94%	173 MARWYCK PLACE LANE
28	2.10%	171 MARWYCK PLACE LANE
29	2.04%	169 MARWYCK PLACE LANE
30	2.36%	167 MARWYCK PLACE LANE
31	1.98%	165 MARWYCK PLACE LANE
32	2.06%	163 MARWYCK PLACE LANE
33	2.07%	161 MARWYCK PLACE LANE
34	2.43%	159 MARWYCK PLACE LANE
35	2.20%	157 MARWYCK PLACE LANE
36	2.04%	155 MARWYCK PLACE LANE
37	2.06%	151 MARWYCK PLACE LANE
38	2.03%	147 MARWYCK PLACE LANE
39	2.21%	143 MARWYCK PLACE LANE
40	1.78%	139 MARWYCK PLACE LANE
41	1.83%	135 MARWYCK PLACE LANE
42	1.99%	131 MARWYCK PLACE LANE
43	1.78%	127 MARWYCK PLACE LANE
44	2.05%	121 MARWYCK PLACE LANE
45	1.78%	117 MARWYCK PLACE LANE
46	2.11%	113 MARWYCK PLACE LANE
47	2.13%	109 MARWYCK PLACE LANE
48	1.83%	105 MARWYCK PLACE LANE
49	2.20%	101 MARWYCK PLACE LANE

100.00%

EXHIBIT "C"

<u>Last Name</u>	<u>Address</u>	<u>New Fee</u>	<u>New %</u>
Bayus	139 Marwyck Place Ln.	67.38	1.78
Borzy	134 Marwyck Place Ln.	77.22	2.04
Capps	101 Marwyck Place Ln.	83.28	2.2
Curtis	126 Marwyck Place Ln.	84.03	2.22
Darren	110 Marwyck Place Ln.	76.08	2.01
DiSiena	173 Marwyck Place Ln.	73.43	1.94
Dupont	140 Marwyck Place Ln.	72.3	1.91
Farro	169 Marwyck Place Ln.	77.22	2.04
Ferrato	143 Marwyck Place Ln.	83.65	2.21
Ford	159 Marwyck Place Ln.	91.98	2.43
Friedl	130 Marwyck Place Ln.	76.46	2.02
Giammarco	131 Marwyck Place Ln.	75.33	1.99
Goletz	114 Marwyck Place Ln.	73.06	1.93
Hamrick	172 Marwyck Place Ln.	85.92	2.27
Harber	170 Marwyck Place Ln.	77.22	2.04
Hintz	171 Marwyck Place Ln.	79.49	2.1
Hollingsworth	158 Marwyck Place Ln.	74.57	1.97
Konicek	167 Marwyck Place Ln.	89.33	2.36
Kreider	105 Marwyck Place Ln.	69.27	1.83
Kubik	122 Marwyck Place Ln.	73.06	1.93
Kutina	164 Marwyck Place Ln.	79.11	2.09
Lightner	146 Marwyck Place Ln.	74.57	1.97
Linder	124 Marwyck Place Ln.	75.33	1.99
Lingo	161 Marwyck Place Ln.	78.35	2.07
Malinowski	166 Marwyck Place Ln.	71.92	1.9
Mayich	117 Marwyck Place Ln.	67.38	1.78
McClellan	136 Marwyck Place Ln.	77.98	2.06
Mormile	154 Marwyck Place Ln.	86.3	2.28
Pelletier	155 Marwyck Place Ln.	77.22	2.04
Pieraqostine	127 Marwyck Place Ln.	67.38	1.78
Ponyik	100 Marwyck Place Ln.	78.35	2.07
Price	163 Marwyck Place Ln.	77.98	2.06
Pubal	121 Marwyck Place Ln.	77.6	2.05
Roston	104 Marwyck Place Ln.	71.54	1.89
Russell	135 Marwyck Place Ln.	69.27	1.83
Seidowski	150 Marwyck Place Ln.	76.46	2.02
Sitts	147 Marwyck Place Ln.	76.84	2.03
Slezak	120 Marwyck Place Ln.	84.03	2.22
Smith	175 Marwyck Place Ln.	79.11	2.09
Stoerkel	132 Marwyck Place Ln.	71.54	1.89
Suchan	151 Marwyck Place Ln.	77.98	2.06
Switzer	128 Marwyck Place Ln.	77.22	2.04
Tanski	165 Marwyck Place Ln.	74.95	1.98
Tisot	113 Marwyck Place Ln.	79.87	2.11
Vacha	138 Marwyck Place Ln.	76.84	2.03
Voss	109 Marwyck Place Ln.	80.63	2.13
Whitlatch	157 Marwyck Place Ln.	83.28	2.2
Wills	142 Marwyck Place Ln.	79.87	2.11
Wood	168 Marwyck Place Ln.	76.08	2.01

3785.26 100





MARWYCK PLACE CONDOMINIUM ASSOCIATION

NORTHFIELD CENTER TOWNSHIP

NINTH AMENDMENT TO DECLARATION OF CONDOMINIUM OWNERSHIP

This will certify that copies of this Amendment Number Nine of the Declaration of Marwyck Place Condominium Place Association have been filed with the Office of the County Auditor, Summit County, Ohio, this 14 day of July 1997.

By: James B. McCarthy
Summit County Auditor

David E. James
Deputy Auditor

TRANSFER NOT NECESSARY
7-14-97
James B. McCarthy County Auditor

7/19/97
William E. Schultz
Summit County Auditor
Summit County, Ohio

This instrument is prepared by:

* Jeffrey J. Snell, Attorney At Law
P.O. Box 569
253 W. Aurora Rd., Suite#200
* Sagamore Hills, Ohio 44067
(216)467-9600
A:\MAY97\MARWYCK.ONE

**NINTH AMENDMENT TO DECLARATION OF CONDOMINIUM OWNERSHIP
FOR MARWYCK PLACE CONDOMINIUM ASSOCIATION**

This Ninth Amendment to the Condominium Ownership for the Marwyck Place Condominium Association executed this 8th day of July 1997 by the Members of Marwyck Place Condominium Association.

WHEREAS, the Members of the Marwyck Place Condominium Association desire to make certain Amendments to the Declaration OR 1732 PAGE 613

WHEREAS, by Paragraph 24 of the Declaration of Condominium Ownership for Marwyck Place Condominium Association provides that the Declaration may be amended by an affirmative vote of those Unit Owners entitled to exercise not less than Seventy-Five percent (75%) of the total voting power of the Unit Owners' Association, cast in person or by proxy in a meeting duly called and held in accordance with the By-Laws;

WHEREAS, in excess of seventy-five percent (75%) of the Unit Owners Association exercise their vote in favor of the Ninth Amendment to the Declaration of Condominium Ownership for Marwyck Place Condominium Association, as amended: being 77.68% for the Amendment and 10.35% against the Amendment.

NOW, THEREFORE, the Members of the Marwyck Place Condominium Association amend the Declaration as follows: Section 12 (K) shall be added to the Declaration of the Marwyck Place Condominium Association to include the following:

12. Restrictions As To The Use and Occupancy Of the Condominium Property

(K) The leasing of units, or any part thereof, to third parties, for any purpose is prohibited. In situations of undue hardship or practical difficulty, the Board of Managers, may, by majority vote, grant permission to a Unit Owner to Lease a Unit to a Lessee for not less than six (6) months and not greater than twenty-four (24) months, including all renewal periods, subject to the following:

- 1) All Leases must be submitted to the Board of Manager/Agents for approval at least thirty (30) days prior to their effective date.
- 2) Any such Leases must be in writing and a copy delivered to the Board upon execution.
- 3) Any such Lease must provide that the Lessee shall be subject to the terms of this Declaration and the failure of Lessee to comply with the terms of this Declaration shall be a default under the Lease.
- 4) A Unit Owner making such Lease shall not be relieved thereby from any of his obligations under this Declaration.

- 5) All condominium fees or charges must be current and the Unit Owner/Estate shall remain responsible for all fees and assessments.
- 6) The Lessee shall have all of the rights and responsibilities of a Unit Owner, with the exception of a vote, during the period of the Lease.
- 7) There shall be a one time fee set by the Board of Managers, added to the usual fees of all rented units, to cover additional administrative costs.
- 8) Not more than ten percent (10%) of the Units may be leased at any time.

IN WITNESS WHEREOF, the Board of Managers of Marwyck Place Condominium Association have caused this instrument to be executed by its President this 12th day of July, 1997.

Signed and acknowledged
in the presences of:

Marwyck Place Condominium Association
Board of Managers

Steven M. Goldtz
STEVEN M. GOLDTZ

Charles A. Sengle

By Lloyd Lightner
Lloyd Lightner, President

STATE OF OHIO)
) SS:
COUNTY OF SUMMIT)

BEFORE ME, a Notary Public in and for said State and County, personally appeared the above-named Marwyck Place Condominium Association, an Ohio corporation, by its President, Lloyd Lightner who acknowledged that he 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 him personally as such officer.

IN TESTIMONY WHEREOF, I have hereunto subscribed my name and affixed my official seal at NORTHFIELD, this 12th day of JULY, 1997.

Jeffrey T. Snell
Notary Public JEFFREY T. SNELL
MY COMMISSION HAS
NO EXPIRATION



IN WITNESS WHEREOF, the said Marwyck Place Condominium has caused the execution of this instrument this and day of September, 2005.

MARWYCK PLACE CONDOMINIUM

By: Carroll Tisot
CARROLL TISOT, its President

By: Denis Pelletier
DENIS PELLETIER, its Secretary

STATE OF OHIO)
COUNTY OF Summit) SS

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

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

Lisa M. Taray
NOTARY PUBLIC



LISA M. TARAY,
Notary Public, State of Ohio
My Commission Expires
June 24, 2008

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



INSERT a new BYLAWS ARTICLE II, SECTION 13 entitled, "Indemnification of Board Members and Officers." Said new addition, to be added on Page 7 of the Declaration, as recorded at Summit County Records, OR 1732, Page 614 et seq., is as follows:

Section 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 (A) 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 (B) 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 (C) 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 (D) 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



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AMENDMENT TO THE
DECLARATION OF CONDOMINIUM OWNERSHIP
FOR
MARWYCK PLACE CONDOMINIUM



55233052
Pg: 1 of 5
09/13/2005 10:15A
CONDO 58.00

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

DATED: Sept 13, 2005

BY: JOHN A DONOFRIO
FISCAL OFFICER

APB

AMENDMENT TO THE
DECLARATION OF CONDOMINIUM OWNERSHIP FOR
MARWYCK PLACE CONDOMINIUM

WHEREAS, the Declaration of Condominium Ownership for Marwyck Place Condominium (the "Declaration") and the By-Laws of Marwyck Place Condominium Association (the "Bylaws"), Exhibit "A" to the Declaration, were recorded at Summit County Records OR 1732, Page 614 et seq., and

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

WHEREAS, Section 24 of said Declaration authorizes amendments to the Declaration and Bylaws Article XII authorizes amendments to the Bylaws, and

WHEREAS, a meeting of the Association's Unit Owners was held on or about July 12, 2005, and, at such meeting and any adjournment thereof, Unit Owners representing not less than 75% of the voting power of the Association executed, in person or by proxy, an instrument in writing setting forth specifically the matters to be added (the "Amendment"), and

WHEREAS, the Association has in its records the signed, written consents to the Amendment signed by Unit Owners representing 77.93% of the Association's voting power as of July 14, 2005, and

WHEREAS, the Association has in its records the power of attorney signed by Unit Owners representing 77.93% of the Association's voting power authorizing the Association's officers to execute the Amendment on their behalf, and

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

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



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Pg: 2 of 5
05/13/2005 10:15A
CONDO 56.00



INSERT a new BYLAWS ARTICLE II, SECTION 13 entitled, "Indemnification of Board Members and Officers." Said new addition, to be added on Page 7 of the Declaration, as recorded at Summit County Records, OR 1732, Page 614 et seq., is as follows:

Section 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 (A) 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 (B) 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 (C) 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 (D) 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.



John A Donofrio, Summit Fiscal Officer

55233052

Pg: 4 of 5

09/13/2005 10:15A

CONDO 58.00



IN WITNESS WHEREOF, the said Marwyck Place Condominium has caused the execution of this instrument this 2nd day of September, 2005.

MARWYCK PLACE CONDOMINIUM

By: Carroll Tisot
CARROLL TISOT, its President

By: Denis Pelletier
DENIS PELLETIER, its Secretary

STATE OF OHIO)
COUNTY OF Summit) SS

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

IN WITNESS WHEREOF, I have hereunto set my hand and official seal in Northfield, Ohio, this 2nd day of September, 2005.

Lisa M. Taray
NOTARY PUBLIC



LISA M. TARAY,
Notary Public, State of Ohio
My Commission Expires
June 24, 2008


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

EW



7+1
72.00

AMENDMENTS TO THE
DECLARATION OF CONDOMINIUM OWNERSHIP
FOR
MARWYCK PLACE CONDOMINIUM

 **55210310**
Pg: 1 of 7
07/19/2005 12:59P
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 MARWYCK PLACE CONDOMINIUM WERE FILED IN THE OFFICE OF THE FISCAL OFFICER OF SUMMIT COUNTY, OHIO.

DATED: July 19, 2005

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

AMENDMENTS TO THE
DECLARATION OF CONDOMINIUM OWNERSHIP FOR
MARWYCK PLACE CONDOMINIUM

WHEREAS, the Declaration of Condominium Ownership for Marwyck Place Condominium (the "Declaration") and the Bylaws of Marwyck Place Condominium Association (the "Bylaws"), Exhibit "A" to the Declaration, were recorded at Summit County Records OR 1732, Page 614 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 and Bylaws as permitted by Chapter 5311 of the Ohio Revised Code and the Declaration of Condominium Ownership for Marwyck Place Condominium have in all respects been complied with.

NOW THEREFORE, the Declaration of Condominium Ownership for Marwyck Place 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 23, entitled "Receipt of Service of Process," in its entirety. Said deletion is to be made on Page 18 of the Declaration, as recorded at Summit County Records OR 1732, Page 614 et seq.

INSERT a new DECLARATION SECTION 23, entitled "Receipt of Service of Process." Said addition, to be made on Page 18 of the Declaration, as recorded at Summit County Records OR 1732, Page 614 et seq., is as follows:



23. Receipt of 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 2nd PARAGRAPH to the end of DECLARATION ARTICLE 20, entitled "Arbitration of Disputes Between Unit Owners." Said new addition, to be added on Page 16 of the Declaration, as recorded at Summit County Records OR 1732, Page 614 et seq., is as follows:

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 4th PARAGRAPH to the end of SECTION 14, entitled "Assessment Liens; Costs of Enforcement." Said new addition, to be added on Page 12 of the Declaration, as recorded at Summit County Records OR 1732, Page 614 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 SECTION (K) of SECTION 12, entitled "Restrictions as to the Use and Occupancy of the Condominium Property." Said new addition, to be added on Page 11 of the Declaration, as recorded at Summit County Records OR 1732, Page 614 et seq. and as amended at Summit County Records, Instrument No. 54037719, is as follows:

In accordance with Ohio Revised Code Section 5311.19(B), the Association may initiate eviction proceedings, pursuant to Chapters 5321 and 1923 of the Revised Code, to evict a tenant. The action shall be brought by the Association, as the Unit Owner's Agent, in the name of the Unit Owner. In addition to any procedures required by Chapters 5321 and 1923 of the Revised Code, the Association shall give the Unit Owner at least ten days written notice of the intended eviction action. The costs of any eviction



action, including reasonable attorney's fees, shall be charged to the Unit Owner and shall be the subject of a special Assessment against the offending Unit and made a lien against that Unit.

(8) INSERT a new 2nd PARAGRAPH to the end of BYLAWS ARTICLE VIII, SECTION 1, entitled "Obligation of Owners to Pay Assessments." Said new addition, to be added on Page 14 of the Bylaws, Exhibit "A" of the Declaration, as recorded at Summit County Records OR 1732, Page 614 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 2nd PARAGRAPH to the end of BYLAWS ARTICLE V, SECTION 3, entitled "Special Services." Said new addition, to be added on Page 11 of the Bylaws, Exhibit "A" of the Declaration, as recorded at Summit County Records OR 1732, Page 614 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.

(10) INSERT a new SECTION (L) to SECTION 12 entitled "Restrictions as to the Use and Occupancy of the Condominium Property." Said new addition, to be added on Page 11 of the Declaration, as recorded at Summit County Records OR 1732, Page 614 et seq., is as follows:

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,



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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.

(11) MODIFY BYLAWS ARTICLE II, SECTION 1, entitled "Number and Qualifications." Said modification, to be made on Page 5 of the Bylaws, Exhibit "A" of the Declaration, as recorded at Summit County Records OR 1732, Page 614 et seq., is as follows: (deleted language is crossed out; new language is underlined)

Section 1. Number and Qualifications.

The BOARD shall consist of three persons, all of whom must be Owners, or the spouse of an Owner, and occupants of a Unit. That notwithstanding, no one (1) Unit may be represented by more than one (1) person on the Board at any one (1) time.

(12) INSERT a new 3rd SENTENCE to the end of BYLAWS ARTICLE II, SECTION 7, entitled "Regular Meetings." Said new addition, to be added on Page 6 of the Bylaws, Exhibit "A" of the Declaration, as recorded at Summit County Records OR 1732, Page 614 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.

(13) INSERT a new SENTENCE to the end of BYLAWS ARTICLE VIII, SECTION 2, entitled "Preparation of Estimated Budget." Said new addition, to be added on Page 15 of the Bylaws, Exhibit "A" of the Declaration, as recorded at Summit County Records OR 1732, Page 614 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.

(14) INSERT a new 2nd PARAGRAPH to BYLAWS ARTICLE II, SECTION 5, entitled "Powers and Duties," and INSERT new SUBPARAGRAPHS (a), (b), (c), (d), (e), (f) and (g), thereafter. Said new additions to be added on Page 6 of the Bylaws, Exhibit "A" of the Declaration, as recorded at Summit County Records OR 1732, Page 614 et seq., is as follows:



In accordance with Ohio Revised Code Section 5311.081(B), in addition to all other powers enumerated herein, the Board may exercise all powers of the Association, including the power to do the following:

(a) Hire and fire managing agents, attorneys, accountants, and other independent contractors and employees that the Board determines are necessary or desirable in the management and/or operation of the Condominium Property and the Association;

(b) Commence, defend, intervene in, settle, or compromise any civil, criminal, or administrative action or proceeding that is in the name of, or threatened against, the Association, the Board, or the Condominium Property, or that involves two or more Unit Owners and relates to matters affecting the Condominium Property;

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

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

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

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

(h) Invest excess funds in investments that meet standards for fiduciary investments under Ohio law.

(15) INSERT a new PARAGRAPH (5) to BYLAWS ARTICLE VII, SECTION 4. (c), entitled "Porches and Room Additions." Said new addition, to be added on Page 14 of the Bylaws, Exhibit "A" of the Declaration, as recorded at Summit County Records OR 1732, Page 614 et seq., is as follows:

(5) In accordance with Ohio Revised Code Section 5311.04(G), the Board may authorize the use of Limited Common Elements, as distinguished from the Common Elements and Exclusive Use Areas, for the construction of open, unenclosed patios, hedges, decks, fences, or similar improvements provided that the improvements are maintained and insured by the Owner of the Unit to which the Limited Common Element is appurtenant. The construction of an addition to or an expansion of a Unit into Limited Common Elements or Common Elements may not be authorized without the consent of all Unit Owners.

