AMENDMENT TO THE DECLARATION OF CONDOMINIUM OWNERSHIP FOR DIAMOND SHORES CONDOMINIUM

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

Dated: June 13, 2007.

JOHN A. DONOFRIO

Fiscal Officer:

By Dorothy Taylor
Deputy Auditor

This Instrument Prepared by:
David J. Lindner, Esq.
BUCKINGHAM, DOOLITTLE & BURROUGHS, LLP
1375 E. 9th Street, Suite 1700
Cleveland, Ohio 44114
216-621-5300

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CONDO 60.00
John A Donofrio, Summit Fiscal Officer

AMENDMENT TO THE DECLARATION OF CONDOMINIUM OWNERSHIP FOR DIAMOND SHORES CONDOMINIUM

RECITALS

A. Diamond Shores Condominium is governed by and subject to the terms and provisions of a Declaration of Condominium Ownership recorded in Volume OR1319, Pages 110 to 215, inclusive, of the Summit County Records ("Declaration"), as amended. All capitalized terms not otherwise defined herein shall have the same definition ascribed to them in the Declaration.

B. The Diamond Shores Condominium Association (the "Association") is a corporation consisting of all Owners in Diamond Shores Condominium and as such is the representative of all Owners.

C. The Association desires to amend certain provisions of the Declaration as set forth below.

D. Article XIII of the Declaration permits the Declaration to be amended with the written consent of Members entitled to exercise seventy-five percent (75%) of the voting power of the Association.

E. The Association has in its records written consents to this Amendment signed by Owners representing more than seventy-five percent (75%) of the voting power of the Association.

F. Attached hereto as Exhibit A is the affidavit of the President of the Association that a copy of this amendment has been mailed by certified mail to all mortgagees having bona fide liens against any Unit who have given notice of such liens to the Association in accordance with Declaration Article XIX, Section H.

G. The proceedings necessary to amend the Declaration as required by the Declaration and the Ohio Condominium Act have been complied with in all respects.

NOW, THEREFORE, the Declaration is hereby amended as follows:

1. **Incorporation Of Recitals**. The recitals contained above are incorporated herein by this reference.

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John A Donofrio, Summit Fiscal Officer

2. **Amendment Regarding Animals and Pets**. The first sentence of Article III, Section B, Paragraph 5, entitled "Animals and Pets" is deleted in its entirety and replaced with the following:

> No animals, rabbits, livestock, fowl or poultry of any kind shall be raised, bred or kept in any Unit or on the Common Areas and Facilities, (i) except that no more than two dogs, two cats, or two of other common and accepted household pets, or any combination of two such pets, may be kept in a Unit, provided they are not kept, bred or maintained for any commercial purpose; (ii) when such pets shall be outside the Unit on the Common Areas and Facilities, the owner shall at all times have such pets under his control and discipline; (iii) no such pet shall exceed 20 pounds nor shall the combined weight of two such pets exceed 40 pounds with the sole exception that if a new owner moving into the Diamond Shores Condominium has one pet that exceed the 20 pound weight limit or two pets that exceed the combined 40 pound weight limit, that owner may keep such pet or pets until it or they die, at which point the weight limit of 20 pounds for one pet or 40 pounds for two pets shall thereafter apply; and (iv) the maintenance of such a pet or pets in a Unit or outside a Unit on the Common Areas and Facilities shall be subject to any rules and regulations as the Board of Managers shall adopt.

3. **Other Provisions Remain in Full Force and Effect**. Except as hereinabove amended, all of the provisions of, and Exhibits to, the Declaration shall be and remain in full force and effect. Any conflict between this Amendment and any other provision of the Declaration shall be interpreted in favor of this Amendment. Only Owners of record on the date this Amendment is recorded have standing to contest its validity, whether on procedural, substantive, or any other grounds and any such challenge must be brought in the court of common pleas no later than one year from the date of recording.

IN WITNESS WHEREOF, the undersigned officers of The Diamond Shores Condominium Association have caused this Amendment to be executed this 29th day of May 2007.

The Diamond Shores Condominium Association

By: _____
Denny Neman, President

By: _____
Karen Clark, Vice President

By: _____
Donald Murfin, Secretary/Treasurer

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CONDO 60.00
John A Donofrio, Summit Fiscal Officer

STATE OF OHIO)
) SS.
COUNTY OF Summit)

Before me, a Notary Public in and for said County and State, appeared the above-named Denny Neman, the President of The Diamond Shores Condominium Association, who being duly authorized acknowledged that she did sign the foregoing and that the same is her free act and deed, both individually and as such officer.

IN WITNESS WHEREOF, I have set my hand and seal at Akron, Ohio, this 11th day of June 2007.

MaryAnn Clark
Notary Public
My commission expires: 7/5/08

STATE OF OHIO)
) SS.
COUNTY OF Summit)

Before me, a Notary Public in and for said County and State, appeared the above-named Karen Clark, the Vice President of The Diamond Shores Condominium Association, who being duly authorized acknowledged that he did sign the foregoing and that the same is his free act and deed, both individually and as such officer.

IN WITNESS WHEREOF, I have set my hand and seal at Akron, Ohio, this 11th day of June 2007.

MaryAnn Clark
Notary Public
My commission expires: 7/5/08

STATE OF OHIO)
) SS.

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CONDO 60.00
John A Donofrio, Summit Fiscal Officer

COUNTY OF Summit)

Before me, a Notary Public in and for said County and State, appeared the above-named Donald Murfin, the Secretary/Treasurer of The Diamond Shores Condominium Association, who being duly authorized acknowledged that he did sign the foregoing and that the same is his free act and deed, both individually and as such officer.

IN WITNESS WHEREOF, I have set my hand and seal at Akron, Ohio, this 11th day of June 2007.

MaryAnn Clark

Notary Public
My commission expires: 7/5/08

This instrument prepared by:
David J. Lindner, Esq.
Buckingham, Doolittle & Burroughs, LLP
1375 E. 9th Street, Suite 1700
Cleveland, OH 44114
(216) 453-4290
«CL2:311265_v1»

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CONDO 60.00
John A Donofrio, Summit Fiscal Officer

EXHIBIT A

AFFIDAVIT

1. I am the President of The Diamond Shores Condominium Association.

2. A copy of this amendment has been mailed by certified mail to all mortgagees having bona fide liens against any Unit who have given notice of such liens to the Association in accordance with Declaration Article XIX, Section H.

Denny Neman, President

STATE OF OHIO)
)ss:
COUNTY OF Summit)

Sworn to before me and subscribed in my presence, this 11th day of June 2007.

Notary Public

My commission expires: 7/5/08

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CONDO 60.00
John A Donofrio, Summit Fiscal Officer

AMENDMENTS TO THE

DECLARATION OF CONDOMINIUM OWNERSHIP

FOR

DIAMOND SHORES CONDOMINIUM

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

JOHN A. DONOFRIO

DATED: 4-14-03 BY: JO[illegible]

FISCAL OFFICER

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CONDO 36.00
John A Donofrio, Summit Fiscal Officer

AMENDMENTS TO THE DECLARATION OF CONDOMINIUM OWNERSHIP FOR DIAMOND SHORES CONDOMINIUM

WHEREAS, the Declaration of Condominium Ownership for Diamond Shores Condominium (the "Declaration") and the ByLaws of Diamond Shores Condominium Association (the "Bylaws"), Exhibit D to the Declaration, were recorded at Summit County Records Volume OR 1319, Page 111 et seq., and

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

WHEREAS, Article XIII of said Declaration authorizes amendments to the Declaration and Bylaws Article X 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 added (the "Amendments"), and

WHEREAS, attached hereto as Exhibit A is an Affidavit of the Association's President that unit owners entitled to exercise at least 75% of the voting power have signed a written acceptance of the amendments, which written acceptance is on file with the Secretary and that a copy of the Amendments were mailed by certified mail to all mortgagees on the records of the Association, 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

WHEREAS, the Association has in its records the signed, written consents to Amendment A signed by Unit Owners representing 82.90% of the Association's voting power, and

WHEREAS, the Association has in its records the power of attorney signed by Unit Owners representing 82.90% 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 82.90% of the Association's voting power, and

WHEREAS, the Association has in its records the power of attorney signed by Unit Owners representing 82.90% of the Association's voting power authorizing the Association's officers to execute Amendment B on their behalf, and

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CONDO 36.00
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 Diamond Shores Condominium have in all respects been complied with.

NOW THEREFORE, the Declaration of Condominium Ownership for Diamond Shores Condominium is hereby amended by the following:

AMENDMENT A

INSERT a new DECLARATION Article XIV, Section C entitled, "COST OF COLLECTION." Said new addition, to be added on Page 36 of the Declaration as recorded at Summit County Records Volume OR 1319, Page 111 et seq., is as follows:

> C. **COST OF COLLECTION. A delinquent Unit Owner shall also be liable for late charges assessed at the discretion of the Board and any and all costs incurred by the Association in connection with the collection of the delinquent Unit Owner's account, including reasonable attorney fees, recording costs, title reports and/or court costs, which shall be added to the amount of the lien as further explained and set forth in Article VIII, Section D herein.**

INSERT a new DECLARATION Article XIV, Section D entitled, "COST OF ENFORCEMENT." Said new addition, to be added on Page 36 of the Declaration as recorded at Summit County Records Volume OR 1319, Page 111 et seq., is as follows:

> D. **COST OF ENFORCEMENT. If any Unit Owner (either by his/her conduct or by the conduct of any occupant of his/her Unit) shall violate any provision of the Declaration, Bylaws or any rule adopted, said Unit Owner shall pay to the Association, in addition to any other sums due, all costs and expenses incurred by the Association in connection with the enforcement of said provision or rule, including reasonable attorney fees and/or court costs. Said costs and expenses shall be charged as a special assessment against said Unit Owner. The Association, in addition to all other remedies available, shall have the right to place a lien upon the estate or interest of said Unit Owner as further explained and set forth in Article VIII, Section D herein.**
>
> **Any conflict between these provisions and any other provisions of the Declaration and Bylaws shall be interpreted in favor of this amendment regarding the cost of collection and cost of enforcement. Upon the recording of this amendment, only Unit Owners of record at the time of such filing shall have standing to contest the validity of the amendment, whether on procedural, substantive or any other grounds, provided further that any such challenge shall be brought in the court of common pleas within one year of the recording of the amendment.**

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John A Donofrio, Summit Fiscal Officer

AMENDMENT B

INSERT a new BYLAWS ARTICLE II, Section 15 entitled, "INDEMNIFICATION OF BOARD MEMBERS AND OFFICERS." Said new addition, to be added on Page 10 of the Bylaws, Exhibit D of the Declaration as recorded at Summit County Records Volume OR 1319, Page 111 et seq., is as follows:

Section 15. Indemnification of Board Members and Officers. The Association shall indemnify any member of the Board of Managers or officer of the Association or any former Manager 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 Manager or officer of the Association, provided it is determined in the manner hereinafter set forth that (A) such Manager 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 Manager 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 Manager 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 Manager 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

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John A Donofrio, Summit Fiscal Officer

Association shall purchase and maintain insurance on behalf of any person who is or was a Manager 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 Managers 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 Managers 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 Manager or officer of the Association shall provide that such Manager 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 Manager or officer of the Association, or out of the aforesaid indemnity in favor of such Manager 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 Managers 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.

IN WITNESS WHEREOF, the said The Diamond Shores Condominium Association, Inc. has caused the execution of this instrument this 28 day of February, 2003.

THE DIAMOND SHORES CONDOMINIUM ASSOCIATION, INC.

By: Kim Clark
KIM CLARK, its President

By: Barbara Iuliano
BARBARA IULIANO, its Secretary

STATE OF OHIO)
) SS
COUNTY OF SUMMIT)

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

IN WITNESS WHEREOF, I have hereunto set my hand and official seal in Akron, Ohio, this 28th day of February, 2003.

Mary Ann Clark
NOTARY PUBLIC
My Comm. exp 7/6/03

7/6/03

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

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CONDO 36.00
John A Donofrio, Summit Fiscal Officer

EXHIBIT A

AFFIDAVIT

STATE OF OHIO)
) SS
COUNTY OF SUMMIT)

KIM CLARK, being first duly sworn, states as follows:

1. She is the duly elected and acting President of The Diamond Shores Condominium Association, Inc.

2. As such President, the Association received the signed, written consents of the unit owners representing 82.90% of the Association's voting power in favor of the Amendments A and B, respectively, to the Declaration of Condominium Ownership for Diamond Shores Condominium in accordance with provisions of Article XIII of the Declaration and caused such signed, written consents to be filed with the Secretary of the Association.

3. Accordingly, the Amendments were duly adopted in accordance with the provisions of the Declaration.

4. Copies of the Amendments to the Declaration of Condominium Ownership for Diamond Shores Condominium were 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.

Kim Clark
KIM CLARK, President

BEFORE ME, a Notary Public, in and for said County, personally appeared the above named KIM CLARK 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 Akron, Ohio, this 28 day of February, 2003.

Mary Ann Clark
NOTARY PUBLIC

My Comm. exp 7/6/03

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John A Donofrio, Summit Fiscal Officer

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EIGHTH AMENDMENT TO DECLARATION OF CONDOMINIUM OWNERSHIP FOR DIAMOND SHORES CONDOMINIUM

This will certify that a copy of this Eighth Amendment has been filed in the office of the Summit County Fiscal Officer, Summit County, Ohio.

The original Declaration is filed in Volume OR1319, Pages 110 to 215, inclusive, as amended by the First Amendment filed in Volume OR2017, Pages 473 to 523, inclusive, as amended by the Second Amendment filed in Volume OR2371, Pages 714 to 737, inclusive, as amended by the Third Amendment filed as Instrument No. 54055123, as amended by the Fourth Amendment filed as Instrument No. 54561606, as amended by the Fifth Amendment filed as Instrument No. 54632608, as amended by the Amendments to Declaration filed as Instrument No. 54857220, and as amended by the Seventh Amendment filed as Instrument No. 54977085 of the Summit County, Ohio Records and further identified in Plat Cabinet I, Slide Nos. 426 to 429, inclusive, as amended in Plat Cabinet L, Slide Nos. 660 to 662, inclusive, and as amended in Plat Cabinet N, Slide Nos. 392 to 394, inclusive.

Summit County Fiscal Officer

By: JOHN A. DONOFRIO
By D. Taylor

Date: 1-8-03

This Instrument Prepared By:

John M. Coyne, III, Esq.
Roetzel & Andress
A Legal Professional Association
222 S. Main Street
Akron, OH 44308
(330) 376-2700
jcoyne@ralaw.com

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CONDO 104.00

EIGHTH AMENDMENT TO DECLARATION OF CONDOMINIUM OWNERSHIP FOR DIAMOND SHORES CONDOMINIUM

WHEREAS, on the 21st day of May, 1993, Clark and Volosen, Inc., an Ohio corporation, hereinafter referred to as ("**Declarant**"), submitted certain properties in the City of Green, Summit County, Ohio, to the provisions of Chapter 5311 of the Ohio Revised Code as Condominium Property by filing with the Summit County Auditor an instrument entitled "Declaration of Condominium Ownership for Diamond Shores Condominium" (the "**Declaration**"), which **Declaration** was recorded in Volume OR1319, Pages 110 to 215, inclusive, of the Summit County, Ohio Records, and further identified in Plat Cabinet I, Slide Nos. 426 to 429, inclusive, of the Summit County Record of Plats; and

WHEREAS, on September 26, 1995, the **Declaration** was amended by the First Amendment of Declaration (the "**First Amendment**"), adding four (4) Units to the Condominium, by instruments recorded in Volume OR2017, Pages 473 to 523, inclusive, of the Summit County, Ohio Records, and in Plat Cabinet L, Slides 660 to 662, inclusive, of the Summit County Record of Plats; and

WHEREAS, on February 29, 1997, the **Declaration** was amended by the Second Amendment of Declaration (the "**Second Amendment**"), adding one (1) Unit to the Condominium, by instruments recorded in Volume OR2371, Pages 714 to 737, inclusive, of the Summit County, Ohio Records, and in Plat Cabinet N, Slides 392 to 394, inclusive, of the Summit County Record of Plats; and

WHEREAS, on September 8, 1997, the **Declaration** was amended by the Third Amendment of Declaration (the "**Third Amendment**"), submitting additional property as Limited Common Area and Facilities to Unit A-1 by instrument recorded as Instrument No. 54055123 of the Summit County, Ohio Records; and

WHEREAS, on June 22, 2001, the Declaration was amended by the Fourth Amendment of Declaration (the "**Fourth Amendment**") adding one (1) Unit to the Condominium and submitting additional property as Limited Common Area and Facilities to Unit A-1 to enable the construction of an additional Condominium Unit on the Limited Common Area and Facilities of Unit A-1 pursuant to the terms of the **Fourth Amendment** by instrument recorded as Instrument No. 54561606 of the Summit County, Ohio Records; and

WHEREAS, on December 11, 2001, the Declaration was amended by the Fifth Amendment to Declaration (the "**Fifth Amendment**") adding an addition to Unit 23 by instrument recorded as Instrument No. 54632608 in the Summit County, Ohio Records; and

WHEREAS, on April 17, 2003, the Declaration was amended by the Sixth Amendment to Declaration of Condominium Ownership for Diamond Shores Condominium Amendment ("**Sixth Amendment**") modifying the cost of collection/cost of enforcement sections of the Declaration by instrument recorded as Instrument No. 54857220 of the Summit County, Ohio Records; and

WHEREAS, on November 19, 2003, the Declaration was amended by the Seventh Amendment to the Declaration ("**Seventh Amendment**") adding one (1) condominium unit (Unit 15) and redesignating the Limited Common Area and Facilities of Unit A-1 to Unit 15 by Instrument recorded as Instrument No. 54977085 in the Summit County, Ohio Records; and

WHEREAS, the Diamond Shores Condominium Association ("**Association**") and the **Declarant** inadvertently miscalculated the Schedule of Percentages of Interest on Exhibit E in the Seventh Amendment; and

WHEREAS, pursuant to the terms of the **Fourth Amendment**, the Unit Owners within the Diamond Shores Condominium have granted to the **Association** a limited power-of-attorney to execute, on their collective behalf, whatever documents are necessary, including a Quit Claim Deed for Unit 15 to Donald L. Murfin, or his nominee, to accomplish the redesignation of the Limited Common Area and Facilities of Unit A-1 to Unit 15 and to further designate Limited Common Area and Facilities for Unit 15; and

WHEREAS, in compliance with the provisions of the **Fourth Amendment,** the **Association** and **Declarant** desire to execute this Eighth Amendment to reflect the proper Schedule of Percentages of Interest by replacing Exhibit E in the Seventh Amendment with Exhibit A attached to this Eighth Amendment; and

WHEREAS, in compliance with the provisions of Article XIII of the **Declaration**, consents of the mortgagees having bona fide liens of record against any Unit are on file with the Secretary of the **Association**, and the Secretary's Certification is attached hereto as Exhibit B.

NOW, THEREFORE, **Declarant** and **Association** hereby declare as follows:

1. All of the terms used herein which are defined in the **Declaration** shall be interpreted as having the same meaning as defined in the **Declaration**.

2. The **Declaration** is hereby amended and corrected by replacing Exhibit E of the Seventh Amendment with Exhibit A attached hereto, to reflect the proper calculation of the Schedule of Percentages of Interest in the Common Area and Facilities of each unit owner in the Condominium.

3. Attached hereto and incorporated by reference herein are the following Exhibits to this **Eighth Amendment** to **Declaration**:

Exhibit A -- Schedule of Percentages of Interest, as corrected after the inclusion of Unit 15.

Exhibit B -- Certification by Secretary of the Diamond Shores Condominium Association.

Exhibit C – Affidavit of mailing notice of **Eighth Amendment** to the mortgage holders of record.

It is the intent of the **Association** and **Declarant** that by adopting this **Eighth Amendment** to the **Declaration** that the foregoing Exhibits be made part of the Condominium documents as though submitted with the original **Declaration**.

4. The **Declarant** and **Association** expressly state that any reference to the percentage of interest contained in the original **Declaration** and Bylaws of the **Association** or in any other place should be determined by using the percentages of interest of each Unit as set forth on Exhibit A attached hereto.

5. **Declarant** and the **Association** further expressly state that the **Declaration**, except as revised by the **First Amendment**, except as revised by the **Second Amendment**, except as revised by the **Third Amendment**, except as revised by the **Fourth Amendment**, except as revised by the **Fifth Amendment**, except as revised by the **Sixth Amendment**, except as revised by the **Seventh Amendment**, and except as revised by this **Eighth Amendment**, is hereby incorporated by reference herein into this **Amendment**.

IN WITNESS WHEREOF, Clark and Volosen, Inc. and two members of the **Association** hereby cause this instrument to be executed this 9th day of December, 2003.

CLARK AND VOLOSEN, INC.

By: Melvin H Clark
Melvin H. Clark
Its: President

STATE OF OHIO)
) SS:
COUNTY OF SUMMIT)

BEFORE ME, a Notary Public in and for said county and state, personally appeared Melvin H. Clark as President of **CLARK AND VOLOSEN, INC.**, who acknowledged that he did execute the foregoing instrument for and on behalf of said corporation.

IN TESTIMONY WHEREOF, I have hereunto set my hand and seal as of this 9th day of ~~October~~ December, 2003.

Mary Ann Clark
Notary Public
Print Name: MARY ANN CLARK

MARY ANN CLARK
Resident Summit County
Notary Public, State of Ohio
My Commission Expires 07-05-08

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To the extent permitted under the Ohio Revised Code, Declaration and Bylaws of the Condominium, as amended, the Association hereby joins in the execution of this Eighth Amendment acknowledging the terms and conditions contained therein and to further comply with the intent of the **Fourth Amendment** to the **Declaration**.

DIAMOND SHORES CONDOMINIUM ASSOCIATION

By: Kim Clark
Kim Clark

Its: President

By: Barbara Iuliano
Barbara Iuliano

Its: Secretary/Treasurer

STATE OF OHIO)
) SS:
COUNTY OF SUMMIT)

BEFORE ME, a Notary Public in and for said county and state, personally appeared Kim Clark as President of **DIAMOND SHORES CONDOMINIUM ASSOCIATION**, who acknowledged that she did execute the foregoing instrument for and on behalf of said **Association**.

IN TESTIMONY WHEREOF, I have hereunto set my hand and seal as of this 9th day of December, 2003.

Mary Ann Clark
Notary Public
Print Name: MARY ANN CLARK

MARY ANN CLARK
Resident Summit County
Notary Public, State of Ohio
My Commission Expires 07-05-08

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Pg: 5 of 11
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CONDO 104.00
John A Donofrio, Summit Fiscal Officer

STATE OF OHIO)
) SS:
COUNTY OF SUMMIT)

BEFORE ME, a Notary Public in and for said county and state, personally appeared Barbara Iuliano as Secretary/Treasurer of **DIAMOND SHORES CONDOMINIUM ASSOCIATION**, who acknowledged that she did execute the foregoing instrument for and on behalf of said **Association**.

IN TESTIMONY WHEREOF, I have hereunto set my hand and seal as of this 24 day of December, 2003.

Mary Ann Clark
Notary Public
Print Name: MARY ANN CLARK

MARY ANN CLARK
Resident Summit County
Notary Public, State of Ohio
My Commission Expires 07-05-08

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John A Donofrio, Summit Fiscal Officer

The undersigned, DONALD L. MURFIN, hereby joins in the execution of this **Eighth Amendment** and consents to the terms and conditions contained therein, and to further comply with the intent of the **Fourth Amendment** to the **Declaration.**

DONALD L. MURFIN

LINDA J. MURFIN (as to release of dower only)

STATE OF OHIO)
) SS:
COUNTY OF SUMMIT)

BEFORE ME, a Notary Public in and for said county and state, personally appeared **DONALD L. MURFIN and LINDA J. MURFIN**, husband and wife, who acknowledged that they did execute the foregoing instrument and the same was their free act and deed.

IN TESTIMONY WHEREOF, I have hereunto set my hand and seal as of this 17th day of December, 2003.

Notary Public
Print Name: MARY ANN CLARK

MARY ANN CLARK
Resident Summit County
Notary Public, State of Ohio
My Commission Expires 07-05-08

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Exhibit A

CORRECTED
SCHEDULE OF PERCENTAGES OF INTEREST,
AFTER INCLUSION UNIT 15

Unit No.	Percentage of Interest (All Units)	Percentage of Interest for Allocation of Maintenance Fund Account Assessments for Units Designated as A, B, or C	Percentage of Interest for Allocation of Maintenance Fund Account Assessments for Units with a Unit Number (e.g., Unit 22)
A-1	5.0746	19.1011	0%
A-2	4.0299	15.1686	0%
A-3	4.4776	16.8539	0%
B-1	4.4776	16.8539	0%
B-2	4.0299	15.1686	0%
B-3	4.4776	16.8539	0%
Unit 15	35.8209	0%	48.7804
Unit 17	13.4328	0%	18.2927
Unit 22	11.9403	0%	16.2602
Unit 23	12.2388	0%	16.6667
	100%	100%	100%

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CONDO 104.00
John A Donofrio, Summit Fiscal Officer

Exhibit B

CERTIFICATION BY SECRETARY/TREASURER OF THE DIAMOND SHORES CONDOMINIUM ASSOCIATION EIGHTH AMENDMENT TO DECLARATION OF CONDOMINIUM OWNERSHIP FOR DIAMOND SHORES CONDOMINIUM

The undersigned hereby certifies that she is the acting Secretary/Treasurer of The Diamond Shores Condominium Association ("Association") and that pursuant to the Affidavit of the President of the Association a copy of the Eighth Amendment to Declaration of Condominium Ownership for Diamond Shores Condominium has been mailed by certified mail to all mortgagees having a bona fide lien of record against any Unit within the Condominium. The attached List A is a list of those mortgagees who have consented to the Amendment and a list of mortgagees who have not consented to the Amendment.

The foregoing is hereby certified on this 24 day of December, 2003.

DIAMOND SHORES CONDOMINIUM ASSOCIATION

By: Barbara Iuliano
Barbara Iuliano

Its: Secretary/Treasurer

Sworn to before me and subscribed in my presence this 24 day of December, 2003.

Mary Ann Clark
NOTARY PUBLIC

MARY ANN CLARK
Resident Summit County
Notary Public, State of Ohio
My Commission Expires 07-05-08

07-05-08

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John A Donofrio, Summit Fiscal Officer

LIST A

CERTIFICATION OF CONSENTING AND NON-CONSENTING MORTGAGEES

I, Barbara Iuliano, Secretary/Treasurer of The Diamond Shores Condominium Association, hereby certify the following to be the consenting and non-consenting mortgagees of the Eighth Amendment to Condominium Ownership of Diamond Shores Condominium.

UNIT NO.	CONSENTING MORTGAGEE	NON-CONSENTING MORTGAGEE
Unit A-3		
Unit A-2		
Unit A-1		
Unit B-3		
Unit B-2		
Unit B-1		
Unit 15		
Unit 22		
Unit 23		
Unit 17		

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CONDO
John A Donofrio, Summit Fiscal Off.

Exhibit C

AFFIDAVIT OF MAILING NOTICE OF EIGHTH AMENDMENT TO DECLARATION OF CONDOMINIUM OWNERSHIP FOR DIAMOND SHORES CONDOMINIUM TO MORTGAGE HOLDERS OF RECORD

STATE OF OHIO)
) SS:
COUNTY OF SUMMIT)

NOW COMES THE UNDERSIGNED, Kim Clark, President of the Diamond Shores Condominium Association, being first duly sworn, and states as follows:

1. I have personal knowledge of the facts stated herein.

2. A copy of the Eighth Amendment to Declaration of Condominium Ownership for Diamond Shores Condominium has been mailed by certified mail to all the mortgage holders having a bona fide line of record against any Unit in the Diamond Shores Condominium.

FURTHER AFFIANT SAYETH NAUGHT.

AFFIANT:

Kim Clark
Kim Clark

Sworn to before me and subscribed in my presence this 9th day of December, 2003.

Mary Ann Clark
NOTARY PUBLIC

MARY ANN CLARK
Notary Public, State of Ohio
My Commission Expires 07-05-08

07-05-08

This Instrument prepared by:

John M. Coyne, III, Esq.
Roetzel & Andress
A Legal Professional Association
222 South Main Street
Akron, OH 44308
(330) 376-2700
jcoyne@ralaw.com

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John A Donofrio, Summit Fiscal Officer

SEVENTH AMENDMENT TO DECLARATION OF CONDOMINIUM OWNERSHIP FOR DIAMOND SHORES CONDOMINIUM

This will certify that a copy of this Seventh Amendment has been filed in the office of the Summit County Fiscal Officer, Summit County, Ohio.

The original Declaration is filed in Volume OR1319, Pages 110 to 215, inclusive, as amended by the First Amendment filed in Volume OR2017, Pages 473 to 523, inclusive, as amended by the Second Amendment filed in Volume OR2371, Pages 714 to 737, inclusive, as amended by the Third Amendment filed as Instrument No. 54055123, as amended by the Fourth Amendment filed as Instrument No. 54561606, as amended by the Fifth Amendment filed as Instrument No. 54632608, and as amended by the Amendments to Declaration filed as Instrument No. 54857220 of the Summit County, Ohio Records and further identified in Plat Cabinet I, Slide Nos. 426 to 429, inclusive, as amended in Plat Cabinet L, Slide Nos. 660 to 662, inclusive, and as amended in Plat Cabinet N, Slide Nos. 392 to 394, inclusive.

Summit County Fiscal Officer

By: JOHN A. DONOFRIO
Reg. O. Taylor, Deputy Fiscal Officer

Date: 11-18-03

CHICAGO TITLE INSURANCE CO
ORDER NO. 2 [illegible]

11-19-03
TRANSFER NOT NECESSARY
John A. Donofrio, Fiscal Officer

This Instrument Prepared By:

John M. Coyne, III, Esq.
Roetzel & Andress
A Legal Professional Association
222 S. Main Street
Akron, OH 44308
(330) 376-2700
jcoyne@ralaw.com

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CONDO

SEVENTH AMENDMENT TO DECLARATION OF CONDOMINIUM OWNERSHIP FOR DIAMOND SHORES CONDOMINIUM

WHEREAS, on the 21st day of May, 1993, Clark and Volosen, Inc., an Ohio corporation, hereinafter referred to as ("**Declarant**"), submitted certain properties in the City of Green, Summit County, Ohio, to the provisions of Chapter 5311 of the Ohio Revised Code as Condominium Property by filing with the Summit County Auditor an instrument entitled "Declaration of Condominium Ownership for Diamond Shores Condominium" (the "**Declaration**"), which **Declaration** was recorded in Volume OR1319, Pages 110 to 215, inclusive, of the Summit County, Ohio Records, and further identified in Plat Cabinet I, Slide Nos. 426 to 429, inclusive, of the Summit County Record of Plats; and

WHEREAS, on September 26, 1995, the **Declaration** was amended by the First Amendment of Declaration (the "**First Amendment**"), adding four (4) Units to the Condominium, by instruments recorded in Volume OR2017, Pages 473 to 523, inclusive, of the Summit County, Ohio Records, and in Plat Cabinet L, Slides 660 to 662, inclusive, of the Summit County Record of Plats; and

WHEREAS, on February 29, 1997, the **Declaration** was amended by the Second Amendment of Declaration (the "**Second Amendment**"), adding one (1) Unit to the Condominium, by instruments recorded in Volume OR2371, Pages 714 to 737, inclusive, of the Summit County, Ohio Records, and in Plat Cabinet N, Slides 392 to 394, inclusive, of the Summit County Record of Plats; and

WHEREAS, on September 8, 1997, the **Declaration** was amended by the Third Amendment of Declaration (the "**Third Amendment**"), submitting additional property as Limited Common Area and Facilities to Unit A-1 by instrument recorded as Instrument No. 54055123 of the Summit County, Ohio Records; and

WHEREAS, on June 22, 2001, the Declaration was amended by the Fourth Amendment of Declaration (the "**Fourth Amendment**") adding one (1) Unit to the Condominium and submitting additional property as Limited Common Area and Facilities to Unit A-1 to enable the construction of an additional Condominium Unit on the Limited Common Area and Facilities of Unit A-1 pursuant to the terms of the **Fourth Amendment** by instrument recorded as Instrument No. 54561606 of the Summit County, Ohio Records; and

WHEREAS, on December 11, 2001, the Declaration was amended by the Fifth Amendment to Declaration ("the **Fifth Amendment**") adding an addition to Unit 23 by instrument recorded as Instrument No. 54632608 in the Summit County, Ohio Records; and

WHEREAS, on April 17, 2003, the Declaration was amended by Amendments to the Declaration of Condominium Ownership for Diamond Shores Condominium Amendment ("Sixth Amendment") modifying the cost of collection/cost of enforcement sections of the Declaration by instrument recorded as Instrument No. 54857220 of the Summit County. Ohio Records; and

WHEREAS, the Diamond Shores Condominium Association ("**Association**") and the **Declarant** desire to amend the **Declaration** as hereinafter provided pursuant to Article XIII of the **Declaration** by redesignating the Limited Common Area and Facilities to Unit A-1 and submitting to record Unit 15 as contemplated under the **Fourth Amendment**; and

WHEREAS, pursuant to the terms of the **Fourth Amendment**, the Unit Owners within the Diamond Shores Condominium have granted to the **Association** a limited power-of-attorney to execute, on their collective behalf, whatever documents are necessary, including a Quit Claim Deed for Unit 15 to Donald L. Murfin, or his nominee, to accomplish the redesignation of the Limited Common Area and Facilities of Unit A-1 to Unit 15 and to further designate Limited Common Area and Facilities for Unit 15; and

WHEREAS, in compliance with the provisions of the **Fourth Amendment,** the **Association** and **Declarant** desire to execute this Amendment to reflect the completion of Unit 15,

to designate Limited Common Areas and Facilities to Unit 15 and to re-designate Limited Common Area and Facilities to Unit A-1; and

WHEREAS, in compliance with the provisions of Article XIII of the **Declaration**, consents of the mortgagees having bona fide liens of record against any Unit are on file with the Secretary of the **Association**, and the Secretary's Certification as to the names of the consenting and non-consenting mortgagees is attached hereto as Exhibit G.

NOW, THEREFORE, Declarant and **Association** hereby declare as follows:

1. This Seventh Amendment shall be effective June 22, 2003.

2. All of the terms used herein which are defined in the **Declaration** shall be interpreted as having the same meaning as defined in the **Declaration**.

3. The **Declaration** is hereby amended in accordance with the provisions of Article XIII of the **Declaration** in the following respects:

A. That a portion of the Limited Common Area and Facilities for Unit A-1 containing the newly constructed Unit 15 is hereby redesignated as Unit 15 containing a completed condominium unit with corresponding Limited Common Area and Facilities as shown on Exhibit B and Exhibit C, attached hereto.

B. Article IV Section A(1) is hereby deleted in its entirety and the following is substituted therefore:

"ARTICLE IV. GENERAL DESCRIPTION OF BUILDINGS AND IMPROVEMENTS.

A. **BUILDINGS.**

(1) The Condominium Property includes six (6) buildings, principally constructed of wood, block and glass and contains ten (10) condominium units, three (3) of which were included under the **Declaration**, four (4) of which were included under the **First Amendment** to the **Declaration**, one (1) of which was included under the **Second Amendment** to the **Declaration,** one (1) of which was included under the **Fourth Amendment** to the **Declaration** and one (1) of which is included under this **Seventh Amendment** to the

Declaration. The location, layout, designation and boundaries of said Units and the location, layout, designation and boundaries of the Common Areas and Facilities and Limited Common Areas and Facilities, insofar as is graphically practical, are shown on the Drawings which are attached as Exhibits B and C hereto (Unit 15).

The Drawings may be further amended if and when all or any additional portions of the **Additional Property** have been added to the Condominium Property pursuant to the provisions of Article XV of the **Declaration**."

C. Attached hereto and incorporated by reference herein are the following Exhibits to this **Seventh Amendment** to **Declaration**:

(i) Exhibit A – Plat of the portion redesignated as Unit 15 pursuant to the **Fourth Amendment** and **Seventh Amendment**.
(ii) Exhibit B – Detail Building Sheets of Unit 15.
(iii) Exhibit C –Drawings, showing general plan and location of ten (10) condominium Units in the Condominium with the inclusion of Unit 15.
(iii) Exhibit D – Illustrated architectural drawings for Unit 15.
(iv) Exhibit E - Schedule of Percentages of Interest, as amended after the inclusion of Unit 15.
(v) Exhibit F – Affidavit of mailing notice of **Seventh Amendment** to the mortgage holders of record.
(vi) Exhibit G – Certification by Secretary of the Diamond Shores Condominium Association.

It is the intent of the **Association** and **Declarant** that by adopting this **Seventh Amendment** to the **Declaration** that the foregoing Exhibits be made part of the Condominium documents as though submitted with the original **Declaration**.

D. The **Declarant** and **Association** expressly state that any reference to the percentage of interest contained in the original **Declaration** and Bylaws of the **Association** or in any other place should be determined by using the percentages of interest of each Unit as set forth on Exhibit E attached hereto.

E. **Declarant** and the **Association** further expressly state that the **Declaration**, except as revised by the **First Amendment**, except as revised by the **Second Amendment**, except as revised by the **Third Amendment**, except as revised by the **Fourth Amendment**, except as revised by the **Fifth**

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CONDO 449.
John A Donofrio, Summit Fiscal Officer

Amendment, except as revised by the **Sixth Amendment**, and except as revised by this **Seventh Amendment**, is hereby incorporated by reference herein into this **Amendment**.

IN WITNESS WHEREOF, Clark and Volosen, Inc. and two members of the **Association** pursuant to Article XIII of the **Declaration** hereby cause this instrument to be executed this 6th day of ~~October~~, 2003.

NOV.

CLARK AND VOLOSEN, INC.

By: Melvin H. Clark
Melvin H. Clark
Its: President

STATE OF OHIO)
) SS:
COUNTY OF SUMMIT)

MARY ANN CLARK
Resident Summit County
Notary Public, State of Ohio
My Commission Expires 7-15-08

BEFORE ME, a Notary Public in and for said county and state, personally appeared Melvin H. Clark as President of **CLARK AND VOLOSEN, INC.**, who acknowledged that he did execute the foregoing instrument for and on behalf of said corporation.

IN TESTIMONY WHEREOF, I have hereunto set my hand and seal as of this 6th day of ~~October~~, 2003.

NOV.

MARY ANN CLARK
Resident Summit County
Notary Public, State of Ohio
My Commission expires 7-15-08

Mary Ann Clark
Notary Public
Print Name: MARY ANN CLARK

To the extent permitted under the Ohio Revised Code, Declaration and Bylaws of the Condominium, as amended, the Association hereby joins in the execution of this Seventh Amendment acknowledging the terms and conditions contained therein, including the redesignation of the Limited common Areas and Facilities to Unit A-1 and the creation of Unit 15 with associated Limited Common Area and Facilities.

DIAMOND SHORES CONDOMINIUM ASSOCIATION

By: Kim Clark
Kim Clark

Its: President

By: Barbara Iuliano
Barbara Iuliano

Its: Secretary/Treasurer

STATE OF OHIO)
) SS:
COUNTY OF SUMMIT)

BEFORE ME, a Notary Public in and for said county and state, personally appeared Kim Clark as President of **DIAMOND SHORES CONDOMINIUM ASSOCIATION**, who acknowledged that she did execute the foregoing instrument for and on behalf of said **Association**.

IN TESTIMONY WHEREOF, I have hereunto set my hand and seal as of this 6th day of ~~October,~~ 2003.
NOV.

MaryAnn Clark
Notary Public
Print Name: MARY ANN CLARK

MARY ANN CLARK
Resident Summit County
Notary Public, State of Ohio
My Commission Expires 07-05-08

STATE OF OHIO)
) SS:
COUNTY OF SUMMIT)

BEFORE ME, a Notary Public in and for said county and state, personally appeared Barbara Iuliano as Secretary/Treasurer of **DIAMOND SHORES CONDOMINIUM ASSOCIATION**, who acknowledged that she did execute the foregoing instrument for and on behalf of said **Association**.

IN TESTIMONY WHEREOF, I have hereunto set my hand and seal as of this 6th day of ~~October~~, 2003.
NOV.

MaryAnn Clark
Notary Public
Print Name: MARY ANN CLARK

MARY ANN CLARK
Resident Summit County
Notary Public, State of Ohio
My Commission Expires 07-05-08

The undersigned, DONALD L. MURFIN, hereby joins in the execution of this Amendment and consents to the terms and conditions contained therein, including the redesignation of the Limited Common Areas and Facilities to Unit A-1 and the creation of Unit 15 with associated Limited Common Area and Facilities, and further agrees to cooperate with the **Declarant** and the **Association** to sign any additional documentation necessary to accomplish the intent of the **Fourth Amendment** and **Seventh Amendment**.

DONALD L. MURFIN

LINDA J. MURFIN (as to release of dower only)

STATE OF OHIO)
) SS:
COUNTY OF SUMMIT)

BEFORE ME, a Notary Public in and for said county and state, personally appeared **DONALD L. MURFIN and LINDA J. MURFIN**, husband and wife, who acknowledged that they did execute the foregoing instrument and the same was their free act and deed.

IN TESTIMONY WHEREOF, I have hereunto set my hand and seal as of this 6th day of ~~October~~, 2003.

NOV.

Notary Public
Print Name: MARY ANN CLARK

Resident Summit County
Notary Public, State of Ohio
My Commission Expires 07-05-08

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Exhibit A

PLAT OF PORTION REDESIGNATED AS UNIT 15
PURSUANT TO THE FOURTH AND SEVENTH AMENDMENTS

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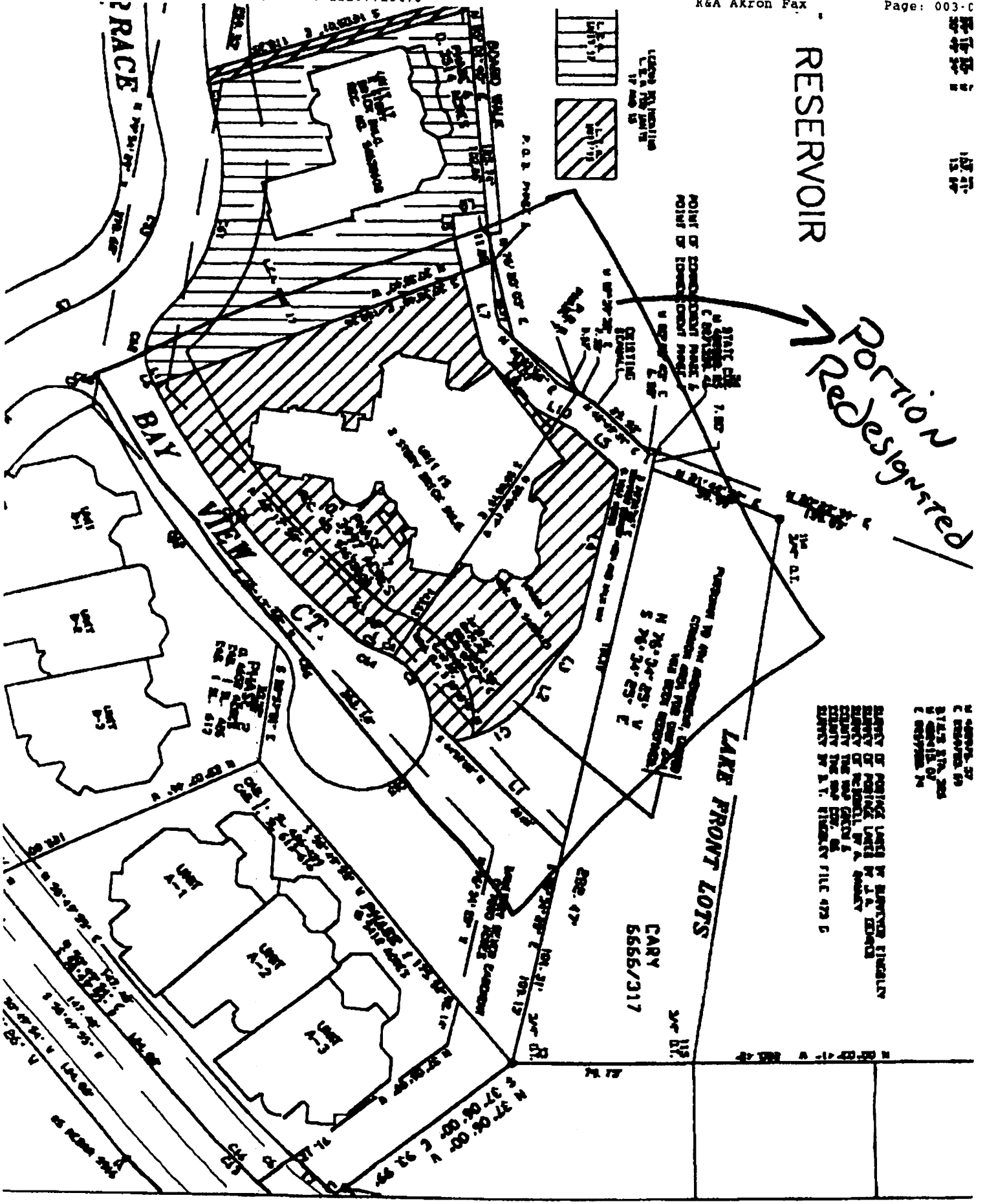
CONDO 449.00
John A Donofrio, Summit Fiscal Officer


RESERVOIR
Portion Redesignated
BAY VIEW CT.
LAKE FRONT LOTS
CARY
5666/317

DIAMOND SHORES
PHASE V
August 1997

Situated in the City of Green (formerly the Township of Green), County of Summit, State of Ohio and known as being part of Section 6 in said Township and being more completely described as follows:

Commencing at a 3/4" open top marking the northwest corner of Diamond Shores Condominium Phase 1, as recorded in Cabinet I, slides 613-616, Summit County Records. Thence along the south line of land owned by Cary, as recorded in Deed Vol. 6666, page 317, Summit County Records N 76d-34'-25" W a distance of 101.31 to the place of beginning for the parcel herein described.

1. Thence S 44d-57'-08" W a distance of 82.68 feet to a curve bearing to the left.

2. Thence along said curve (tangent bearing S 87d-23'-57" W, radius 31.45 feet, delta 59d-11'-06", chord 31.06 feet, chord bearing S 57d-48'-24" W, tangent 17.86 feet) an arc distane of 32.49 feet.

3. Thence N 55d-06'-19" W a distance of 143.51 feet to the west line of land belonging to the State of Ohio.

The following three courses are along land beginning to the State of Ohio

1. Thence N 27d-29'-38" E a distance of 7.56 feet.

2. Thence N 42d-49'-21" E a distance of 29.92 feet.

3. Thence N 20d-23'-43" E a distance of 6.80 feet.

4. Thence S 76d-34'-25" E a distance of 181.16 feet to the place of beginning.

The above described parcel of contains 0.2690 acres as surveyed by Lawrence L. Butterworth, Reg. Sur. 5916 in August 1997. The meridian is reference to the Ohio State Plane Coordinate System North Zone 1927 Datum.

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John A Donofrio, Summit Fiscal Officer

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CONDO 449.80
John A Donofrio, Summit Fiscal Officer

Phase 7
0.3997 Acres
January 9, 2001

Situated in the City of Green, County of Summit, State of Ohio and being part of Section 6 formerly Green Township and being more completely described as follows:

Commencing at the Northwest corner of Phase 5 Diamond shores Condominium as recorded in Rec. NO. 54055123, Summit County Records, State Plane Coordinates N 482882.85,E 2,271,359.46; 1927 Datum.

1) Thence S-20d-23'-43"W a distance of 6.80 ft.

2) Thence S-42d-49'-21"W a distance of 29.92 ft.

3) Thence S-27d-39'-38"W a distance of 7.56 ft. to the place of beginning for the phase herein described.

1) Thence S-55d-06'-19"E a distance of 143.53 ft.to the North line of an egress/ingress easement as recorded in O.R. 2017 Page 496, Summit County Records.

The following three courses are along the North line of said easement.

1) Thence along a curve to the left (tangent bearing S 28d'12'51" W, delta 12d-31'-00", radius 31.45 ft., chord 6.86 ft., chord bearing S-21d-57'-21"W) an arc distance of 6.87 ft. to the p.c. of a curve to the right.

2) Thence along said curve (delta 23d-37'-29", radius 24.00 ft., chord 9.83 ft., chord bearing S-27d-30'-35"W) an arc distance of 9.90 ft. to a curve bearing to the right.

3) Thence along said curve (delta 25d-48'-11", radius 322.65 ft. chord 144.08 ft., chord bearing S-52d-13'25"W) an arc distance of 145.30 ft.

4) Thence N-20d-38'-40"W a distance of 159.26 ft.to the Southerly Boundary of Portage Lakes.

The following thru courses are a long said Boundary.

1) Thence N-76d-20'-03"E a distance of 35.77 ft.

2) Thence N-46d-02'-56"E a distance of 28.07 ft.

3) Thence N-27d-39'-38"E a distance of 9.57 ft. to the

The above described parcel contains 0.3997 ft., as Surveyed by Lawrence L. Butterworth, Registered surveyor 5916, in December, 2000.

The meridian is referenced to the Ohio State Plane Grid System North Zone 1927 Datum.

Exhibit B

DETAIL BUILDING SHEETS OF UNIT 15

John A Donofrio, Summit Fiscal Officer
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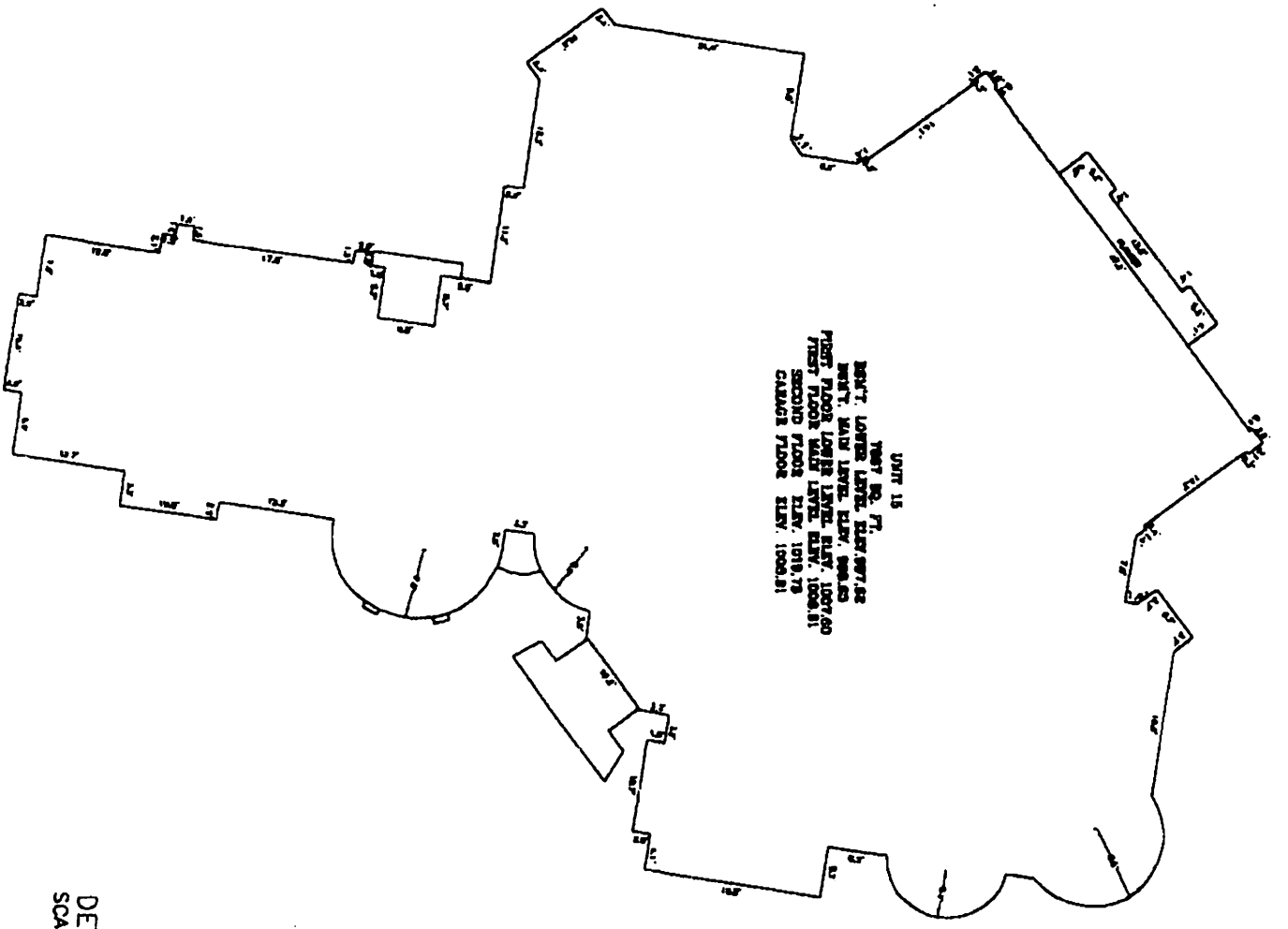

DETAIL UNIT 15
SCALE 1"=10'

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Exhibit C

DRAWINGS, SHOWING THE GENERAL PLAN AND LOCATION OF CONDOMINIUM UNITS IN THE CONDOMINIUM WITH THE INCLUSION OF UNIT 15

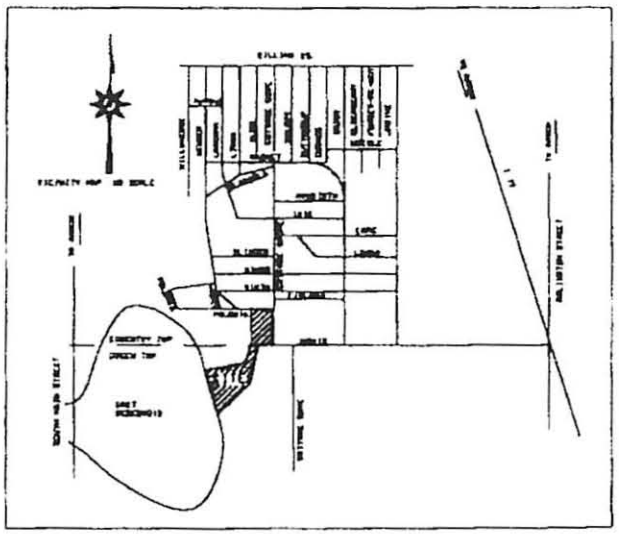
ate: 10/21/03 Time: 9:53 AM To: @ 12167718478 R&A Akron Fax Page: 007-0

(Page 7 of 10) - The image is too large for the printed page!

DIAMOND SHORES CONDOMINIUM

AS BUILT DRAWING UNIT 15

SITUATED IN THE CITY OF GREEN, AND THE TOWNSHIP OF COVENTRY, COUNTY OF SUMMIT, STATE OF OHIO



I hereby certify that page three of this set of drawings delineates the perimeter of unit 15

STATE OF OHIO LAWRENCE L. BUTTERWORTH 7815 REGISTERED SURVEYOR

Lawrence L. Butterworth 10-20-03

Lawrence L. Butterworth, P.S. 7815 date

STATE OF OHIO JOHN VOLOSEN 45145 REGISTERED ENGINEER

John Volosen 10/20/03

John Volosen, P.E. 45145 date

GREISSING & BUTTERWORTH
SURVEYORS
990 NORTH MAIN STREET
AKRON, OHIO 44310
(330) 253-2429

PA

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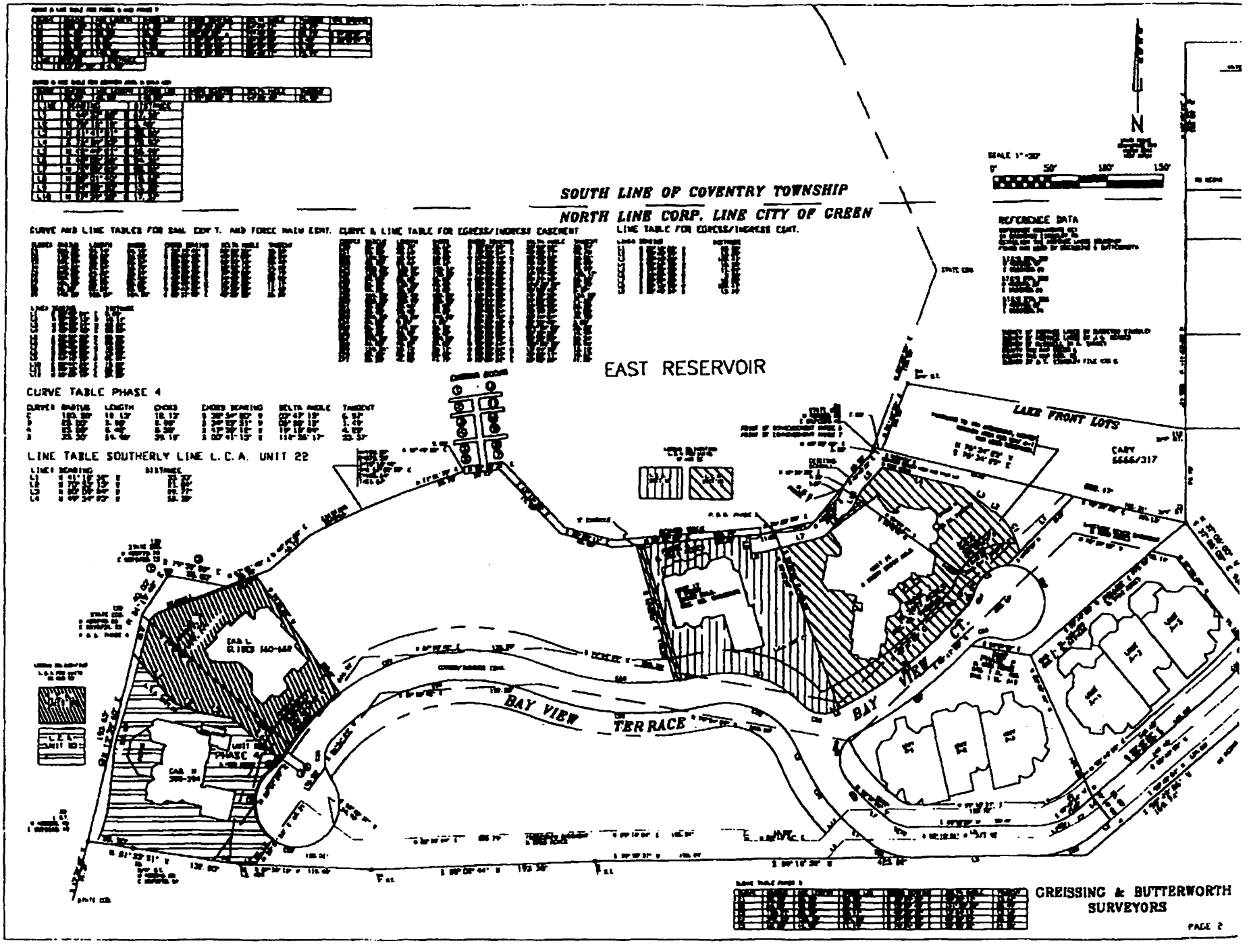

Exhibit D

ILLUSTRATED ARCHITECTURAL DRAWINGS FOR UNIT 15

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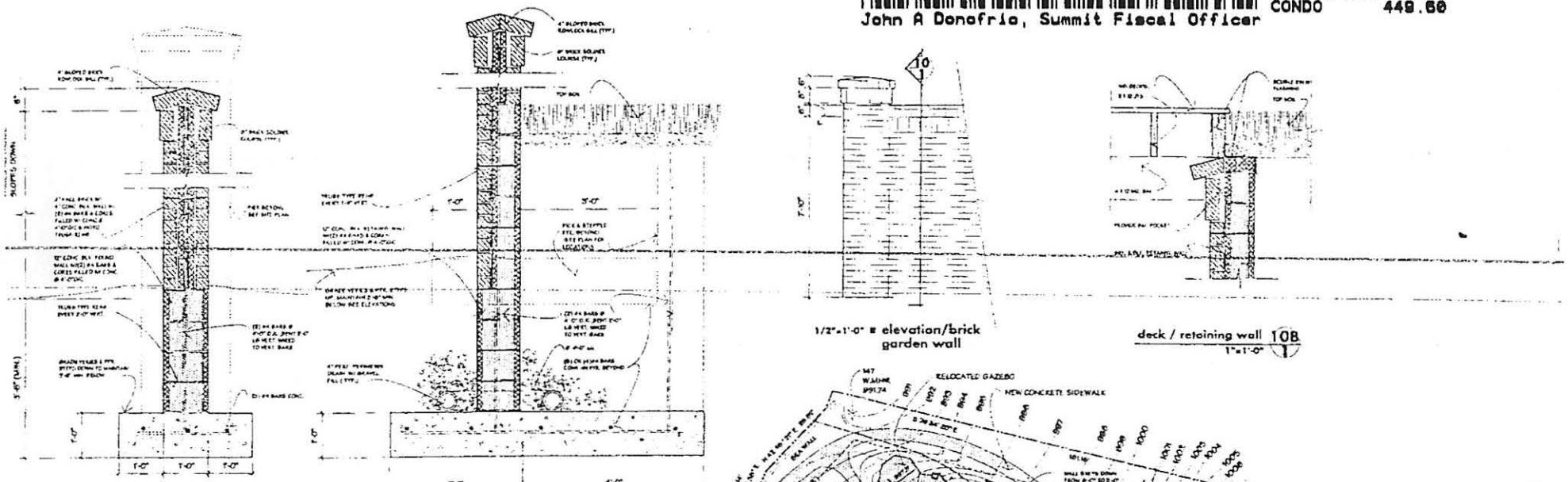
John A Donofrio, Summit Fiscal Officer

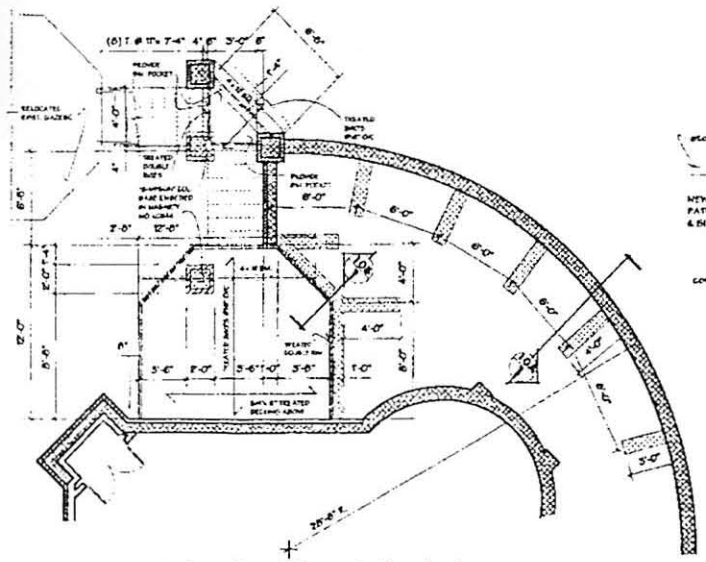


10 brick garden wall (typical) 1"=1'-0"

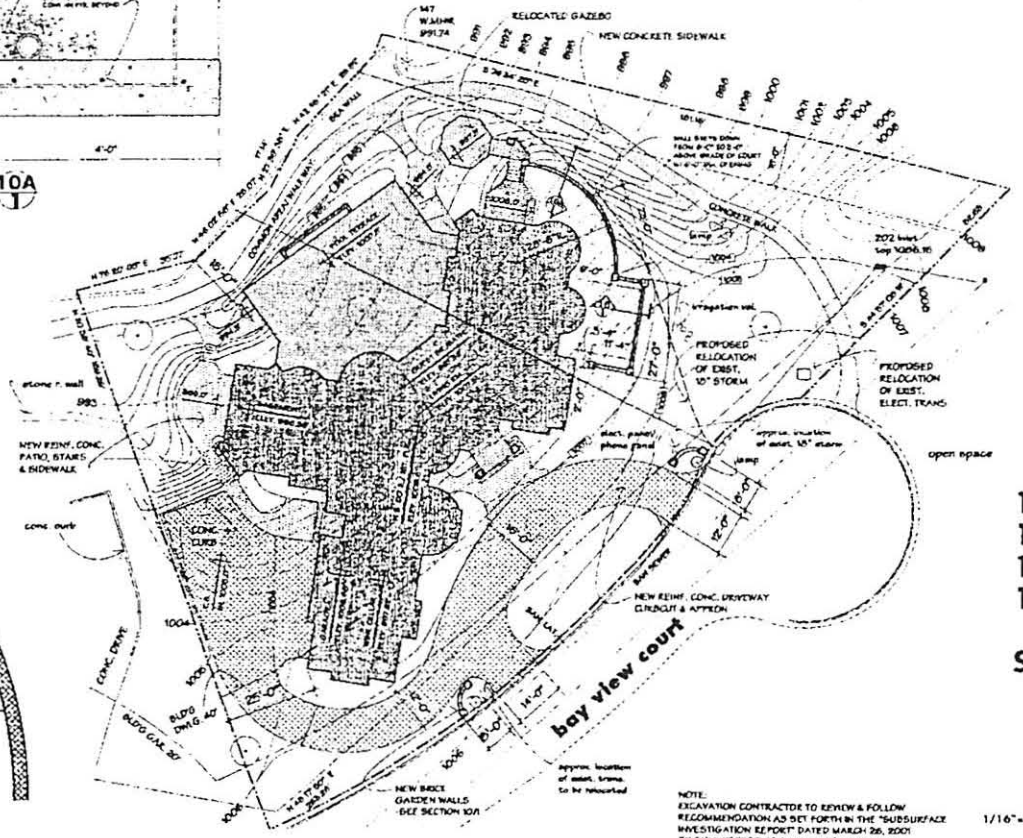
typical retaining wall 10A 1"=1'-0"

1/2"=1'-0" ■ elevation/brick garden wall

deck / retaining wall 10B 1"=1'-0"



1/4"=1'-0" ■ enlarged partial basem't./found. plan ■



NOTE:
EXCAVATION CONTRACTOR TO REVIEW & FOLLOW RECOMMENDATION AS SET FORTH IN THE "SUBSURFACE INVESTIGATION REPORT" DATED MARCH 26, 2001 BY SUMMIT TESTING & INSPECTION COMPANY

1/16"=1'-0" ■ site plan ■

■ drawing legend

1 site plan/details deck & gazebo
2 found./basem't. plan
3 1st. floor plan
4 2nd. floor/roof plan
5 rear & north elevation
6 south & west elevation
7 crossections/details
8 sections/details
9 truss layout
10 pool storage plan/details
11 pool enclosure plan
12 pool enclosure details
13 terrace/deck railing & light pool layout
S1 pool foundation plan & terrace reinforcing sections/details

murfin residence

clough

north

1

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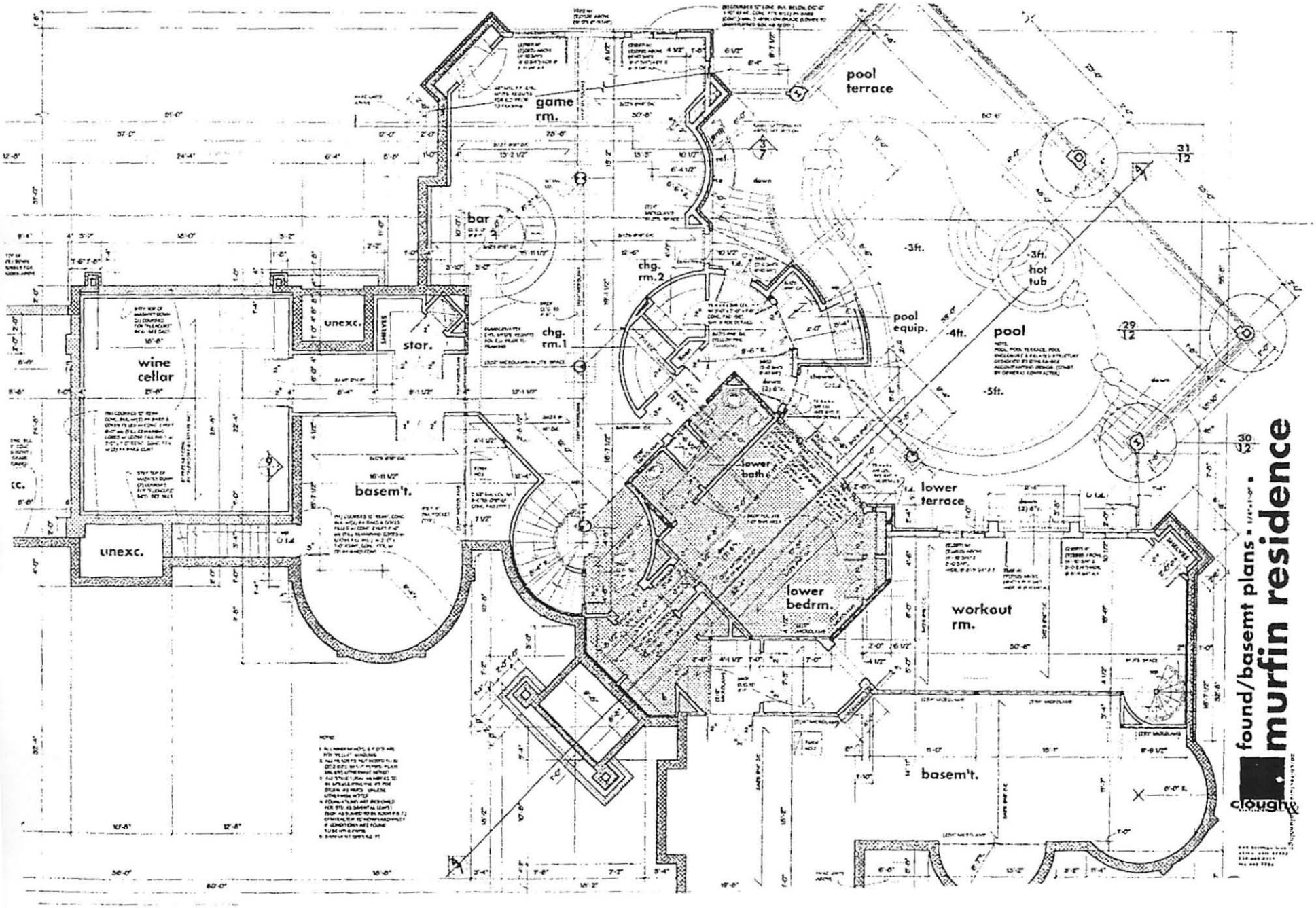
CONDO 448.00
John A Donofrio, Summit Fiscal Officer



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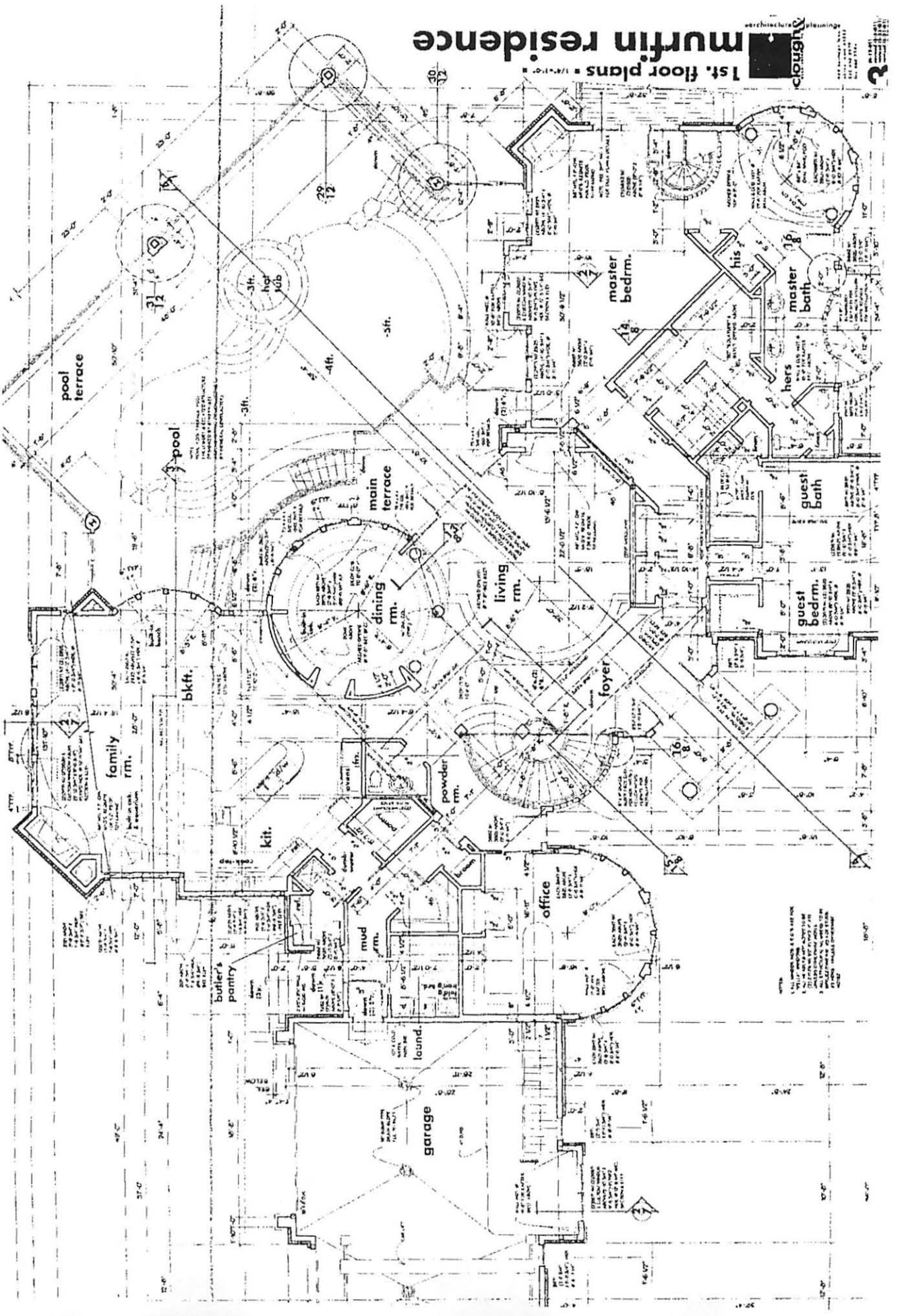
CONDO 449.60
John A Donofrio, Summit Fiscal Officer



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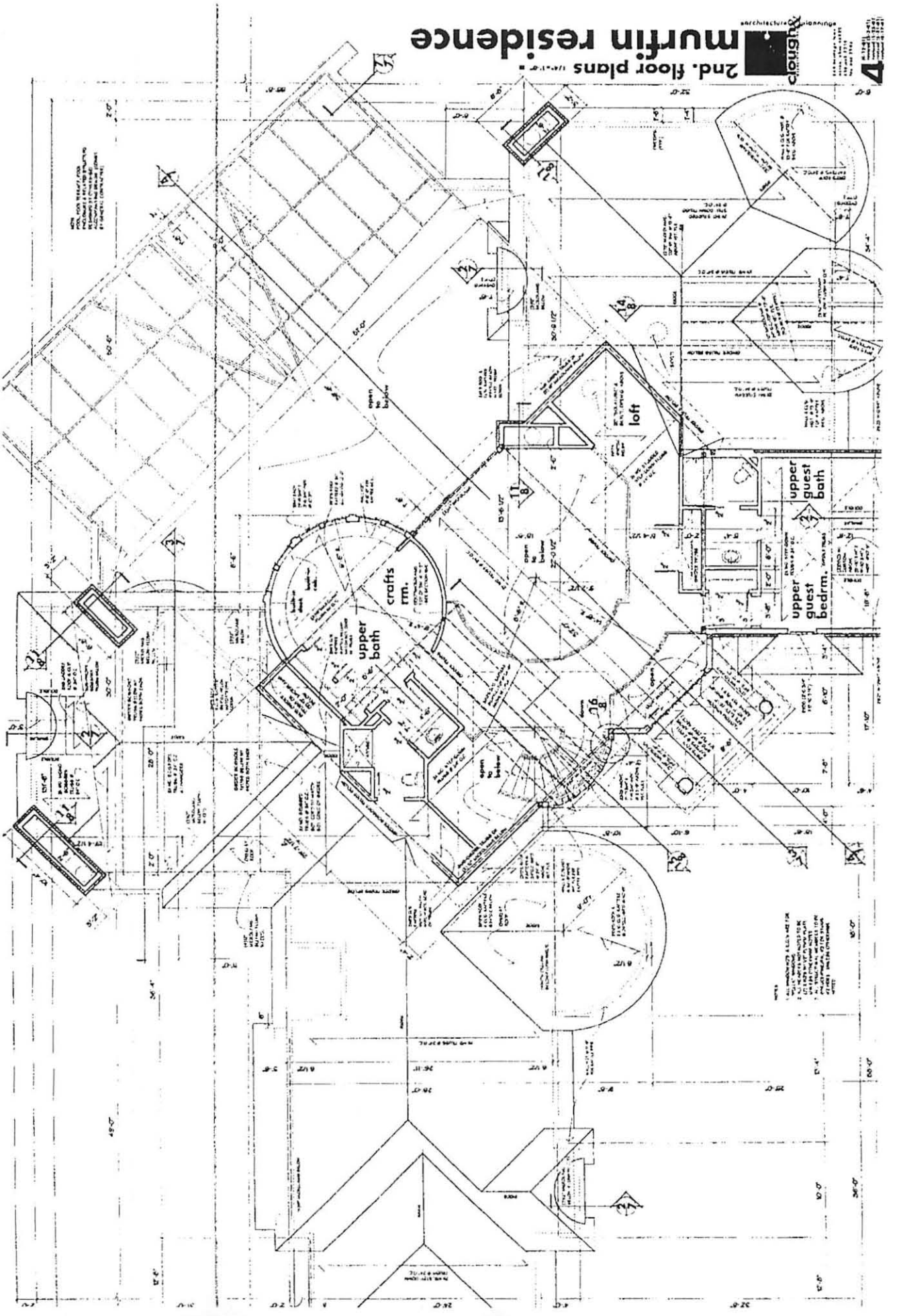

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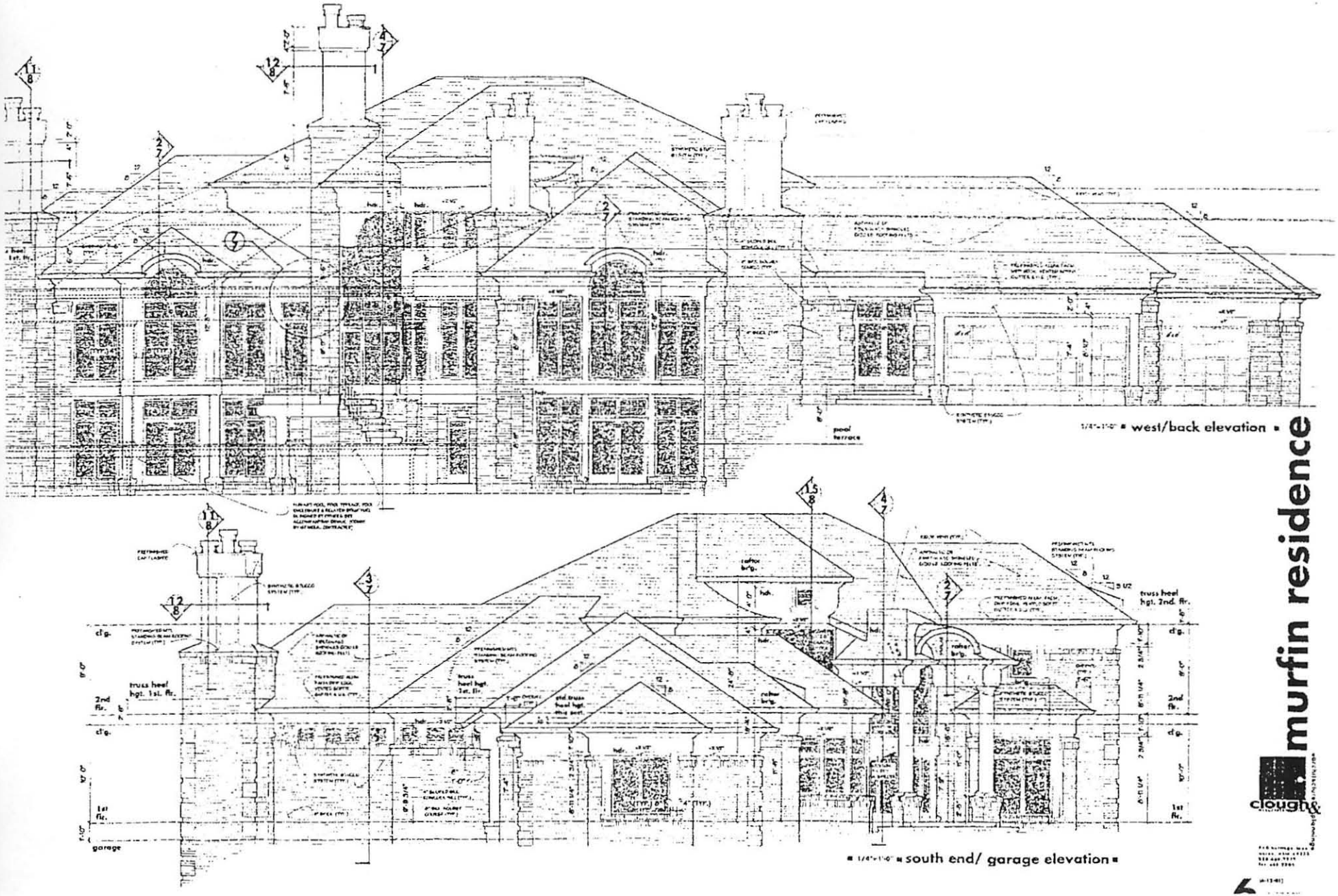

west/back elevation

south end/ garage elevation

murfin residence

clough &

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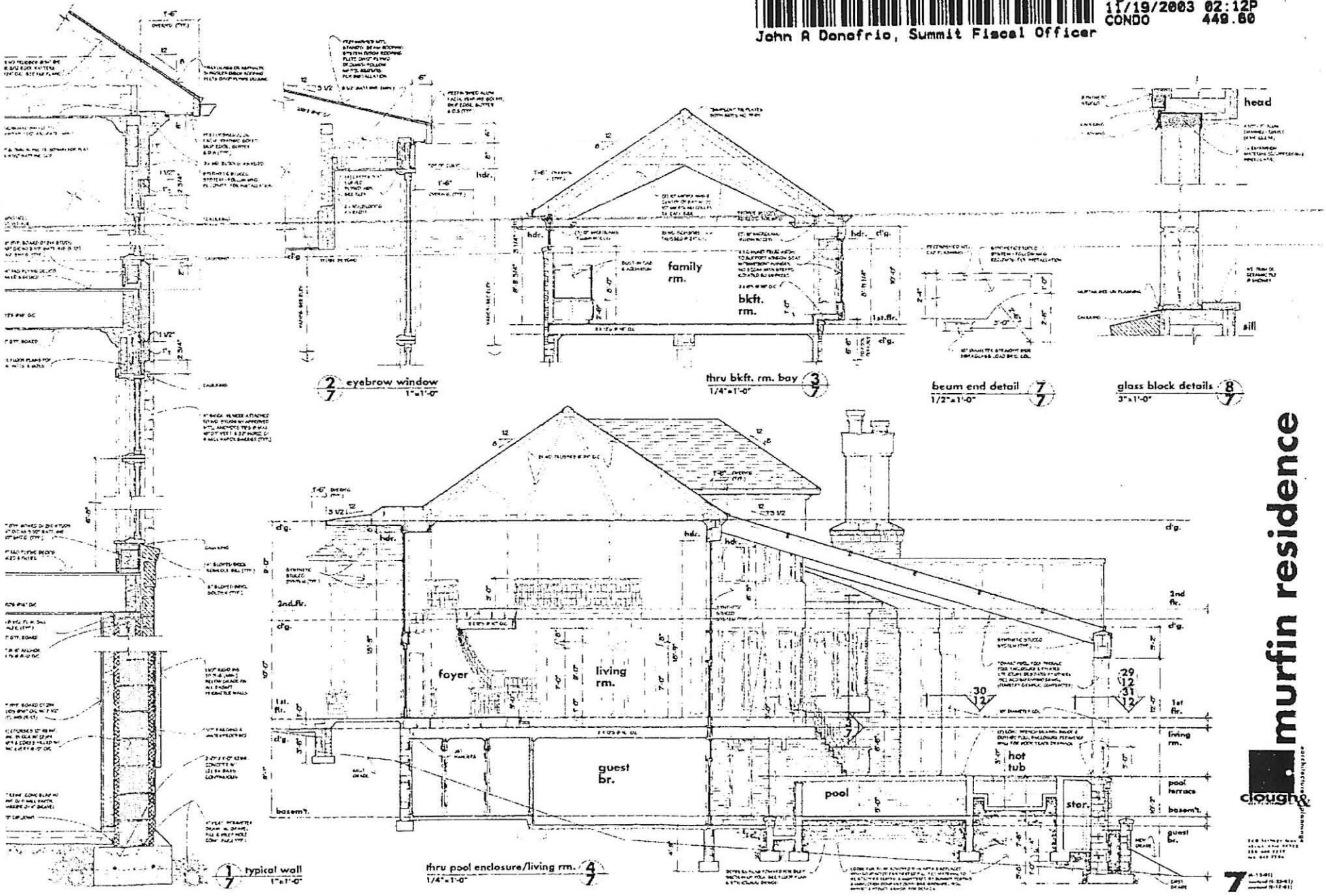
John A Donofrio, Summit Fiscal Officer



murfin residence

dlough

7

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John A Donofrio, Summit Fiscal Officer

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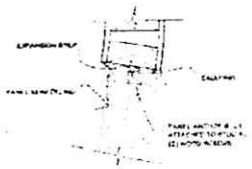
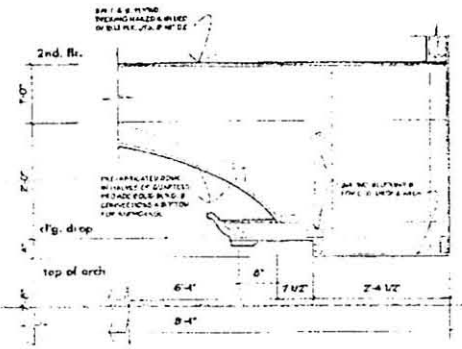
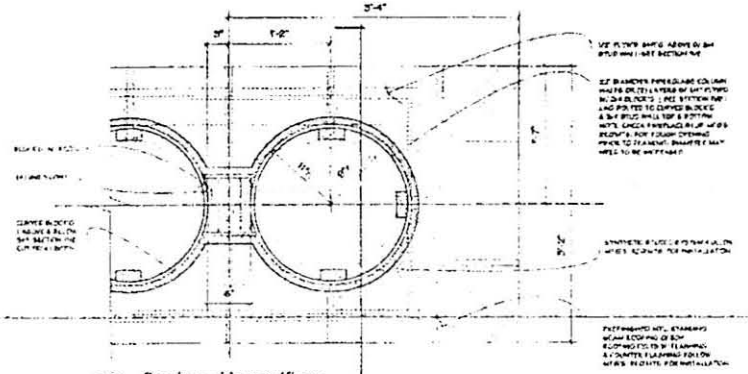


glass block jamb 16/8
3"=1'-0"

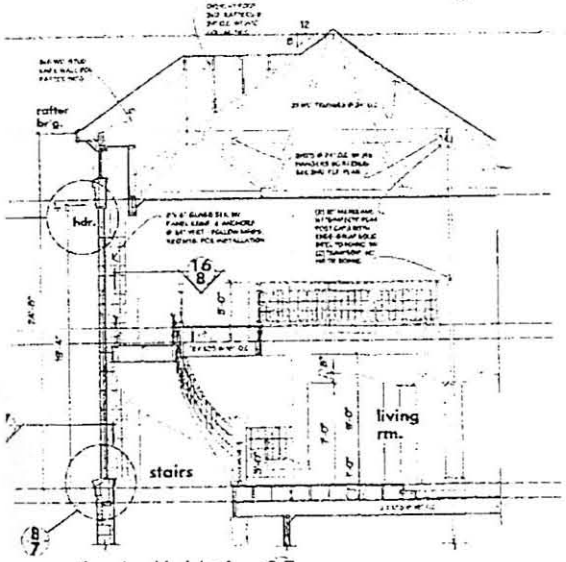


13/8 dining rm. dome
1 1/2"=1'-0"

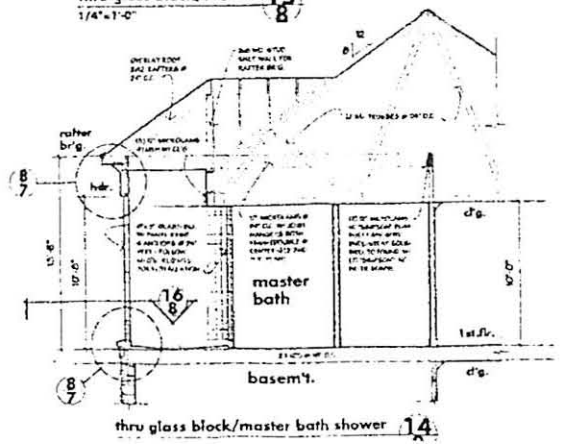


12/8 fireplace chimney/flues
1 1/2"=1'-0"

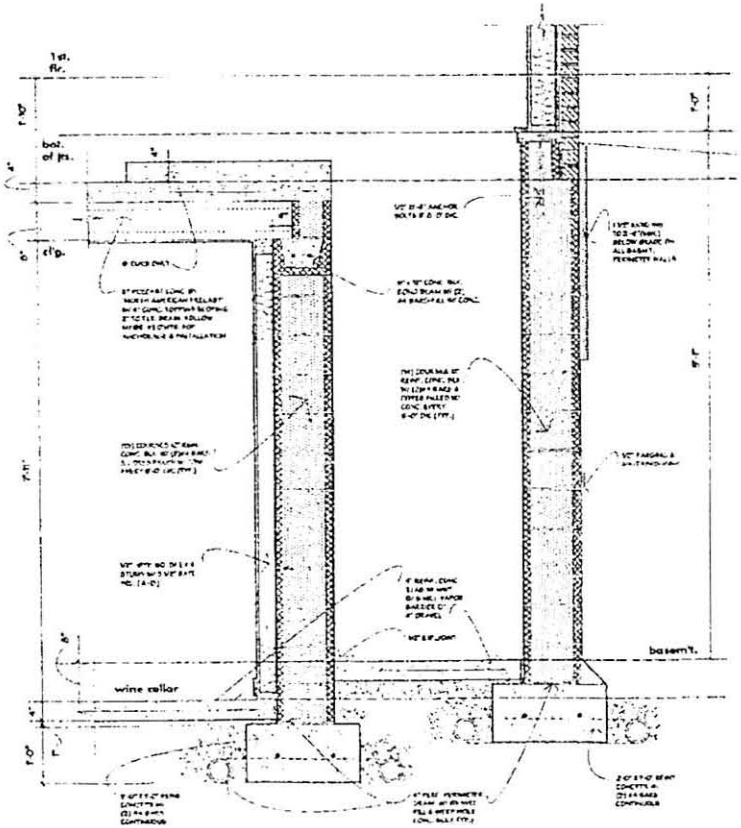
11/8



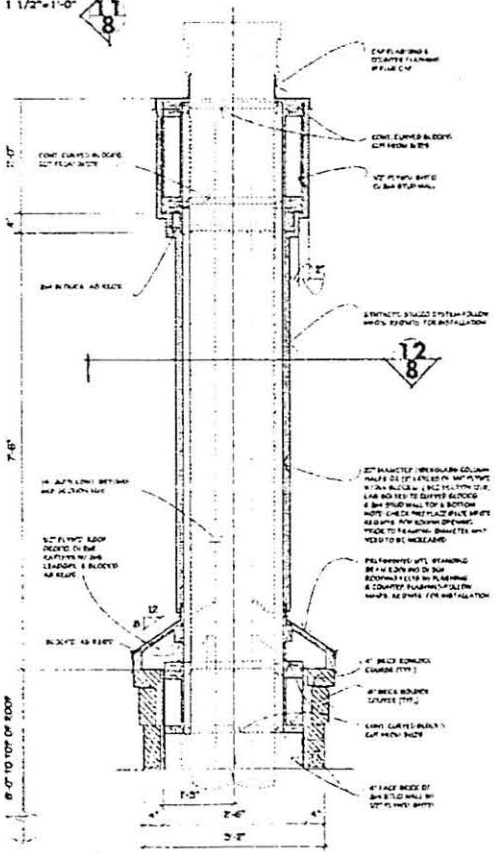
thru glass block/stairs 15/8
1/4"=1'-0"



thru glass block/master bath shower 14/8



9/8 typical wine cellar/basem't. wall
1"=1'-0"



11/8 fireplace chimney/flues (typical)
1"=1'-0"

murfin residence

clough

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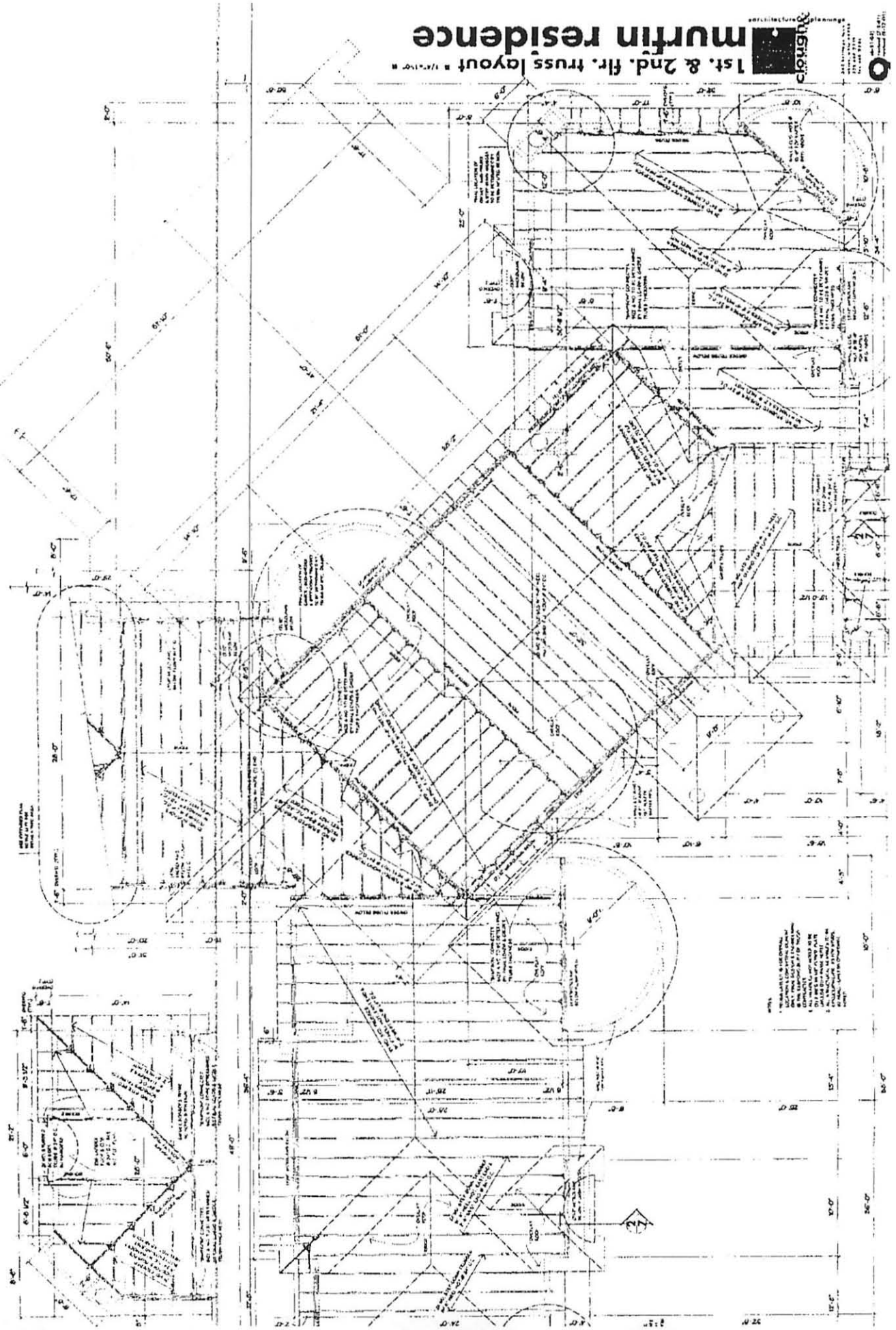
John A Donofrio, Summit Fiscal Officer



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John A Donofrio, Summit Fiscal Officer

murfin residence

pool storage plans/details

clough

workout rm.

lower terrace

lower bedrm.

changing rms./pool equip.

hot tub

pool

storage

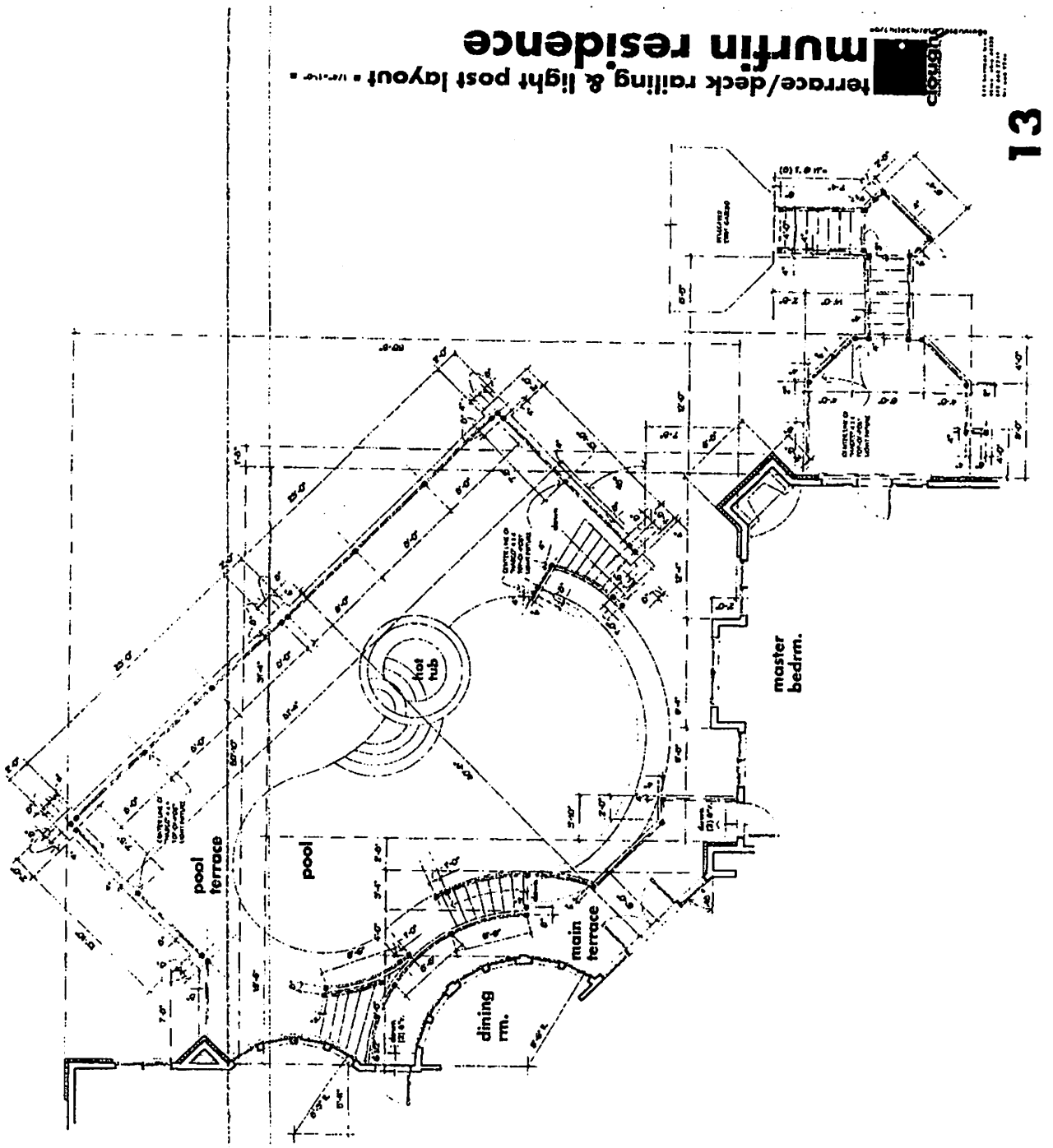
game rm.

pool storage plan

pool/storage door 19 — 1"=1'-0"

pool/storage /planter wall 18 — 1"=1'-0"

lower pool wall 22 — 1"=1'-0"


terrace/deck railing & light post layout
murfin residence
13
hot tub
pool
pool terrace
main terrace
dining rm.
master bedrm.

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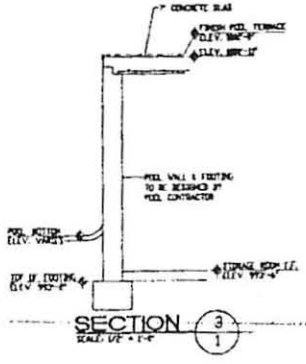
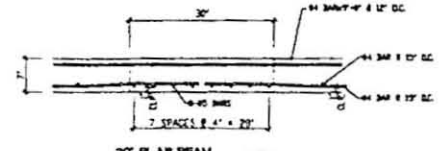
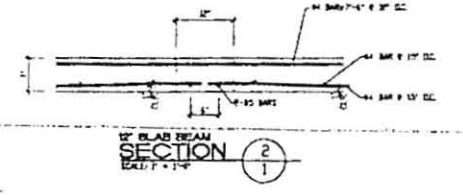
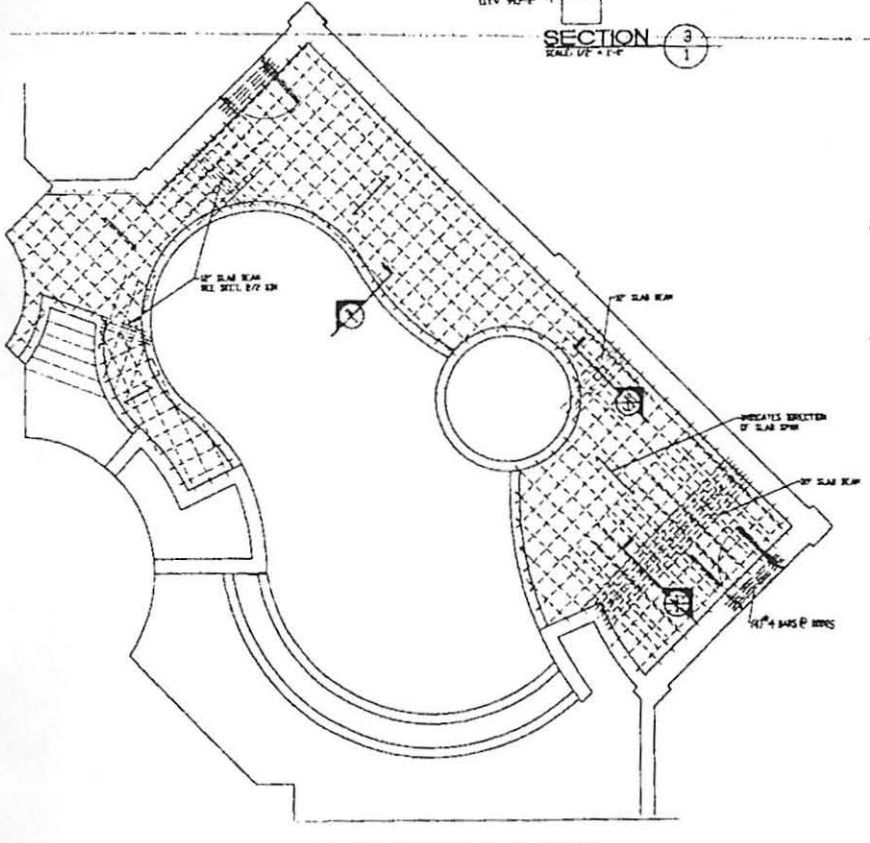
John A Donofrio, Summit Fiscal Officer

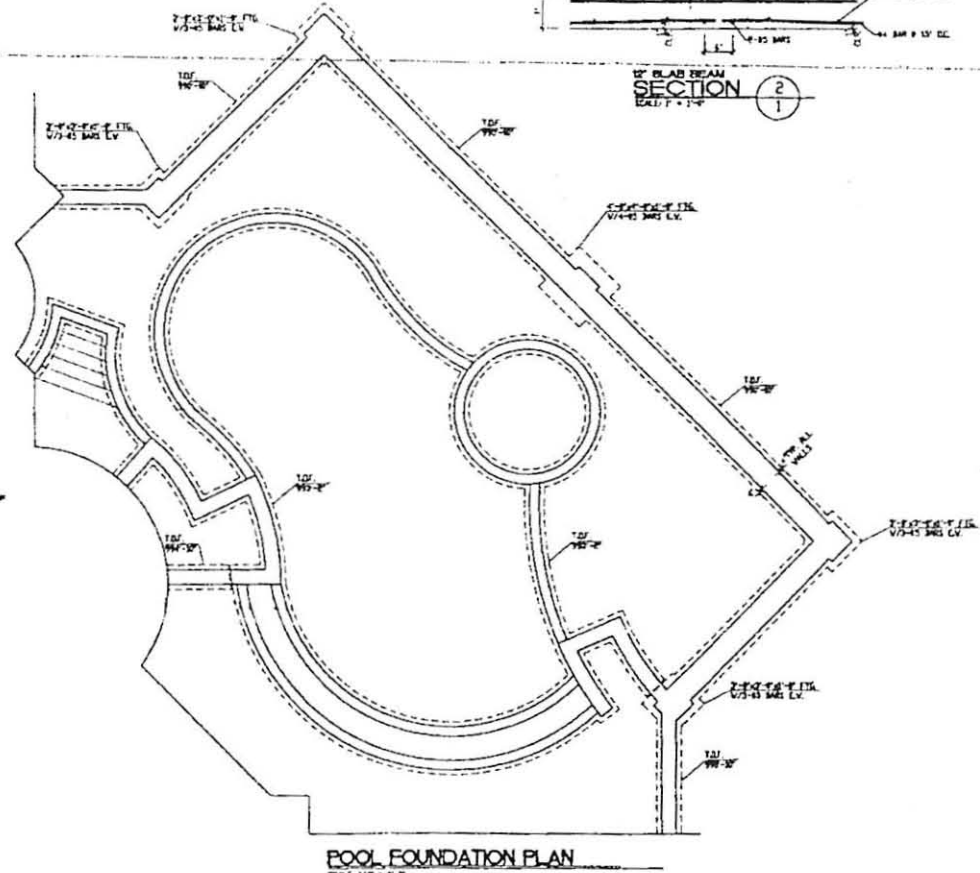








TERRACE REINFORCING PLAN



POOL FOUNDATION PLAN

1-29-2001	POOL FOUNDATION PLAN TERRACE REINFORCING PLAN
1 of 1	MURFIN RESIDENCE

Revised (8-17-01)

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Exhibit E

SCHEDULE OF PERCENTAGES OF INTEREST,
AS AMENDED AFTER INCLUSION UNIT 15

Unit No.	Percentage of Interest (All Units)	Percentage of Interest for Allocation of Maintenance Fund Account Assessments for Units Designated as A, B, or C	Percentage of Interest for Allocation of Maintenance Fund Account Assessments for Units with a Unit Number (e.g., Unit 22)
A-1	6.25	22.7468	0%
A-2	3.98	14.485	0%
A-3	4.4222	16.0944	0%
B-1	4.4222	16.0944	0%
B-2	3.98	14.485	0%
B-3	4.4222	16.0944	0%
Unit 15	35.3771	0%	48.7804
Unit 17	13.2665	0%	18.2927
Unit 22	11.7925	0%	16.2602
Unit 23	12.0873	0%	16.6667
	100%	100%	100%

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John A Donofrio, Summit Fiscal Officer

Exhibit F

AFFIDAVIT OF MAILING NOTICE OF SEVENTH AMENDMENT TO DECLARATION OF CONDOMINIUM OWNERSHIP FOR DIAMOND SHORES CONDOMINIUM TO MORTGAGE HOLDERS OF RECORD

STATE OF OHIO)
) SS:
COUNTY OF SUMMIT)

NOW COMES THE UNDERSIGNED, Kim Clark, President of the Diamond Shores Condominium Association, being first duly sworn, and states as follows:

1. I have personal knowledge of the facts stated herein.

2. A copy of the Seventh Amendment to Declaration of Condominium Ownership for Diamond Shores Condominium has been mailed by certified mail to all the mortgage holders having a bona fide line of record against any Unit in the Diamond Shores Condominium.

FURTHER AFFIANT SAYETH NAUGHT.

AFFIANT:

Kim Clark
Kim Clark

Sworn to before me and subscribed in my presence this 6th day of ~~October,~~ Nov. 2003.

Mary Ann Clark
NOTARY PUBLIC

MARY ANN CLARK
Resident Summit County
Notary Public, State of Ohio
My Commission Expires 07-05-08

This Instrument prepared by:

John M. Coyne, III, Esq.
Roetzel & Andress
A Legal Professional Association
222 South Main Street
Akron, OH 44308
(330) 376-2700
jcoyne@ralaw.com

Exhibit G

CERTIFICATION BY SECRETARY/TREASURER OF THE DIAMOND SHORES CONDOMINIUM ASSOCIATION SEVENTH AMENDMENT TO DECLARATION OF CONDOMINIUM OWNERSHIP FOR DIAMOND SHORES CONDOMINIUM

The undersigned hereby certifies that she is the acting Secretary/Treasurer of The Diamond Shores Condominium Association ("Association") and that pursuant to the Affidavit of the President of the Association a copy of the Seventh Amendment to Declaration of Condominium Ownership for Diamond Shores Condominium has been mailed by certified mail to all mortgagees having a bona fide lien of record against any Unit within the Condominium. The attached List A is a list of those mortgagees who have consented to the Amendment and a list of mortgagees who have not consented to the Amendment.

The foregoing is hereby certified on this 6th day of ~~October~~ NOV., 2003.

DIAMOND SHORES CONDOMINIUM ASSOCIATION

By: Barbara Iuliano
Barbara Iuliano

Its: Secretary/Treasurer

Sworn to before me and subscribed in my presence this 6 day of ~~October~~ NOV, 2003.

Mary Ann Clark
NOTARY PUBLIC

MARY ANN CLARK
Resident Summit County
Notary Public, State of Ohio
My Commission Expires [illegible]

This Instrument prepared by:

John M. Coyne, III, Esq.
Roetzel & Andress
A Legal Professional Association
222 South Main Street
Akron, OH 44308
(330) 376-2700
jcoyne@ralaw.com

LIST A

CERTIFICATION OF CONSENTING AND NON-CONSENTING MORTGAGEES

I, Barbara Iuliano, Secretary/Treasurer of The Diamond Shores Condominium Association, hereby certify the following to be the consenting and non-consenting mortgagees of the Seventh Amendment to Condominium Ownership of Diamond Shores Condominium.

UNIT NO.	CONSENTING MORTGAGEE	NON-CONSENTING MORTGAGEE
Unit A-3		
Unit A-2		
Unit A-1		
Unit B-3		
Unit B-2		
Unit B-1		
Unit 15		
Unit 22		
Unit 23		
Unit 17		

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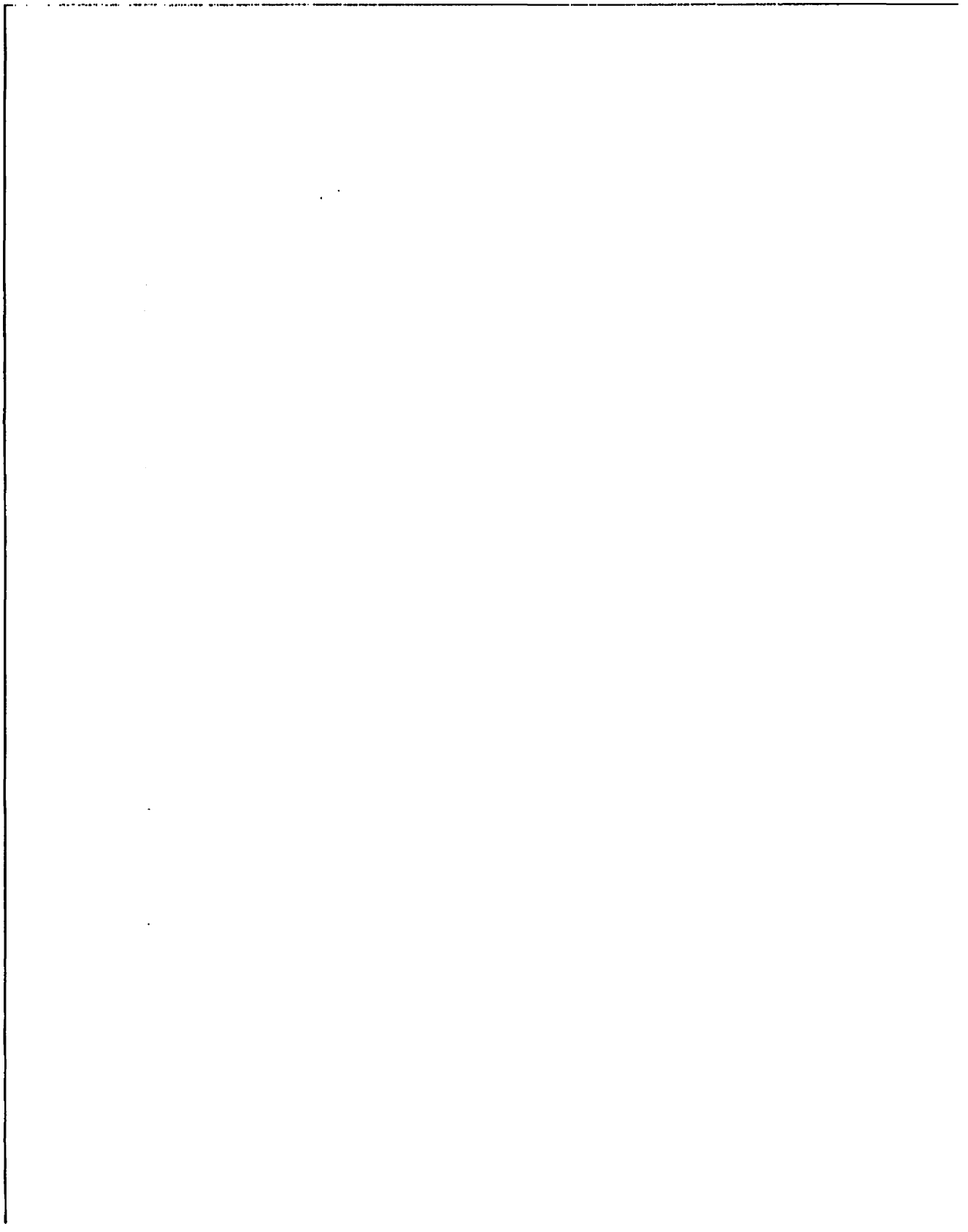
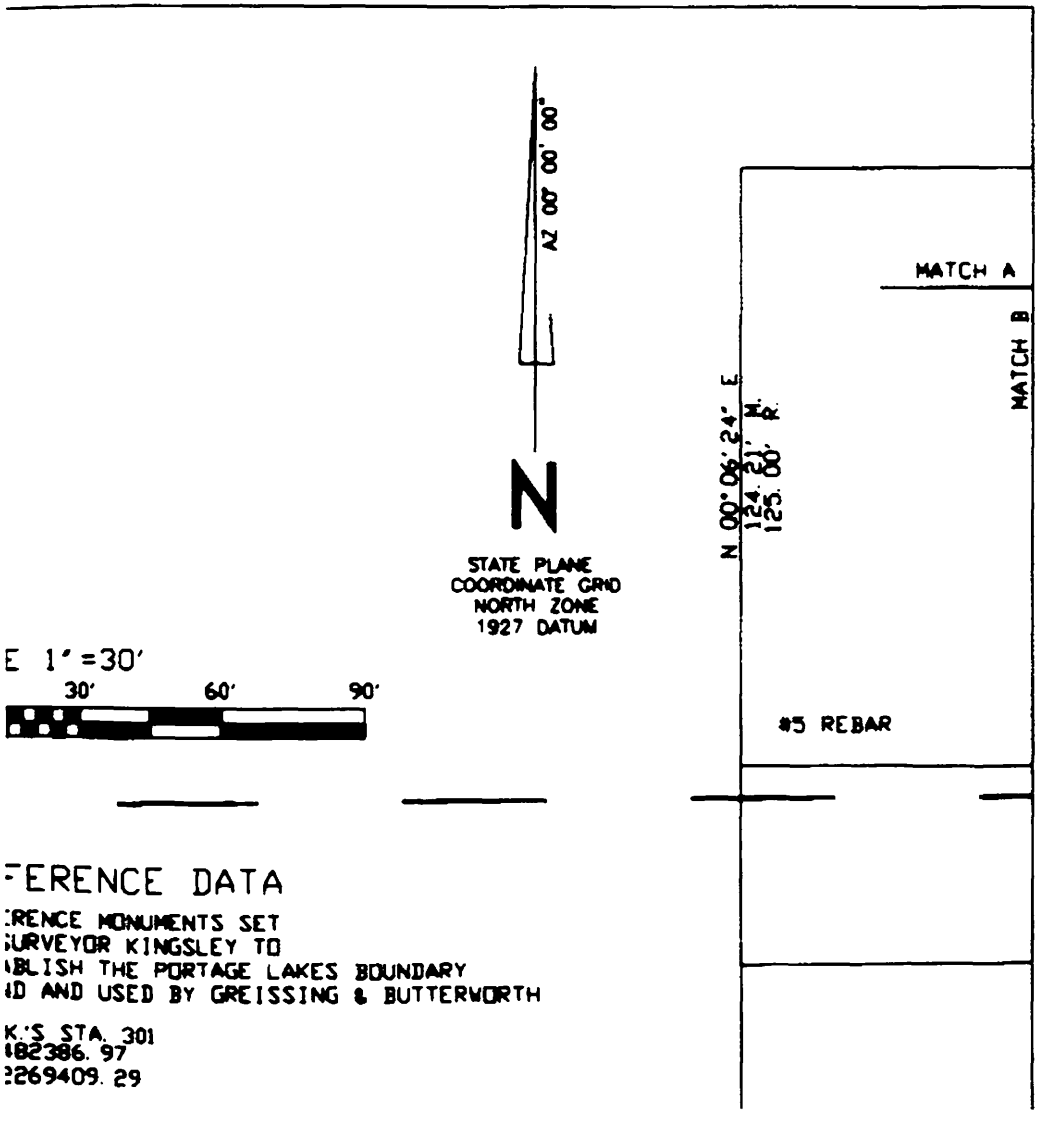
John A Donofrio, Summit Fiscal Officer





FERENCE DATA

:RENCE MONUMENTS SET
SURVEYOR KINGSLEY TO
BLISH THE PORTAGE LAKES BOUNDARY
D AND USED BY GREISSING & BUTTERWORTH

K:S STA. 301
182386.97
2269409.29

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CONDO
112.00
FRANK WILLIAMS, SUMMIT CO AUDITOR

FIFTH AMENDMENT TO DECLARATION OF CONDOMINIUM OWNERSHIP FOR DIAMOND SHORES CONDOMINIUM

This will certify that a copy of this Fifth Amendment has been filed in the office of the County Auditor, Summit County, Ohio.

The original Declaration is filed in Volume QR1319, Pages 110 to 215, inclusive, as amended by the First Amendment filed in Volume OR2017, Pages 473 to 523, inclusive, as amended by the Second Amendment filed in Volume OR2371, Pages 714 to 737, inclusive, as amended by the Third Amendment filed as Instrument No. 54055123, and as amended by the Fourth Amendment filed as Instrument No. 54561606 of the Summit County, Ohio Records, and further identified in Plat Cabinet I, Slide Nos. 426 to 429, inclusive, as amended in Plat Cabinet L, Slide Nos. 660 to 662, inclusive, and as amended in Plat Cabinet N, Slide Nos. 392 to 394, inclusive.

Summit County Auditor
FRANK WILLIAMS

By: _____ Deputy Auditor

Date: 12-11-01

This Instrument Prepared By:
John M. Coyne, III, Esq.
Roetzel & Andress
A Legal Professional Association
222 S. Main Street
Akron, OH 44308
(330) 376-2700

APPROVED AS TO FORM

_____
Assistant Prosecuting Attorney
Summit County, Ohio

* R&A TITLE SERVICES BOX

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CONDO 112.00
FRANK WILLIAMS, SUMMIT CO AUDITOR

TRANSFER NOT NECESSARY
12-11-01
Frank Williams County Auditor

FIFTH AMENDMENT TO DECLARATION OF CONDOMINIUM OWNERSHIP FOR DIAMOND SHORES CONDOMINIUM

WHEREAS, on the 21st day of May, 1993, Clark and Volosen, Inc., an Ohio corporation, hereinafter referred to as ("**Declarant**"), submitted certain properties in the City of Green, Summit County, Ohio, to the provisions of Chapter 5311 of the Ohio Revised Code as Condominium Property by filing with the Summit County Auditor an instrument entitled "Declaration of Condominium Ownership for Diamond Shores Condominium" (the "**Declaration**"), which **Declaration** was recorded in Volume OR1319, Pages 110 to 215, inclusive, of the Summit County, Ohio Records, and further identified in Plat Cabinet I, Slide Nos. 426 to 429, inclusive, of the Summit County Record of Plats; and

WHEREAS, on September 26, 1995, the **Declaration** was amended by the First Amendment of Declaration (the "**First Amendment**"), adding four (4) Units to the Condominium, by instruments recorded in Volume OR2017, Pages 473 to 523, inclusive, of the Summit County, Ohio Records, and in Plat Cabinet L, Slides 660 to 662, inclusive, of the Summit County Record of Plats; and

WHEREAS, on February 29, 1997, the **Declaration** was amended by the Second Amendment of Declaration (the "**Second Amendment**"), adding one (1) Unit to the Condominium, by instruments recorded in Volume OR2371, Pages 714 to 737, inclusive, of the Summit County, Ohio Records, and in Plat Cabinet N, Slides 392 to 394, inclusive, of the Summit County Record of Plats; and

WHEREAS, on September 8, 1997, the **Declaration** was amended by the Third Amendment of Declaration (the "**Third Amendment**"), submitting additional property as Limited Common Area and Facilities to Unit A-1 by instrument recorded as Instrument No. 54055123 of the Summit County, Ohio Records; and

WHEREAS, on June 22, 2001, the Declaration was amended by the Fourth Amendment of Declaration (the "**Fourth Amendment**") adding one (1) Unit to the Condominium and submitting additional property as Limited Common Area and Facilities to Unit A-1 to enable the construction of an

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FRANK WILLIAMS, SUMMIT CO AUDITOR

additional Condominium Unit on the Limited Common Area and Facilities of Unit A-1 pursuant to the terms of the **Fourth Amendment** by instrument recorded as Instrument No. 54561606 of the Summit County, Ohio Records; and

WHEREAS, the Diamond Shores Condominium Association ("**Association**") and **Declarant** desire to amend the **Declaration** as hereinafter provided pursuant to Article XIII of the **Declaration** by granting the Unit Owner of Unit 23 the right to add an addition onto the existing Unit 23 in accordance with the terms and conditions contained herein; and

WHEREAS, the **Declarant, Association** and Unit Owner of Unit 23 have obtained the consent of all the Unit Owners ("**Consent**") (the original of which is attached hereto as Exhibit A) in the Condominium to the construction and completion of the addition to Unit 23 and the corresponding amendments made in this **Fifth Amendment**; and

WHEREAS, in compliance with the provisions of Article XIII of the **Declaration,** the President of the **Association** has caused a copy of this **Fifth Amendment** to be sent by certified mail to all mortgagees having bona fide liens of record against any Unit within the Condominium (see Exhibit F for a copy of the President's affidavit); and

WHEREAS, in compliance with the provisions of Article XIII of the **Declaration,** consents to the mortgagees having bona fide liens of record against any Unit are on file with the Secretary of the **Association,** and the Secretary's Certification as to the names of the consenting and non-consenting mortgagees is attached hereto as Exhibit G.

NOW, THEREFORE, Declarant and **Association** hereby declare as follows:

1. All of the terms used herein which are defined in the **Declaration** shall be interpreted as having the same meaning as defined in the **Declaration.**

2. The **Declaration** is hereby amended in accordance with the provisions of Article XIII of the **Declaration** in the following respects:

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FRANK WILLIAMS, SUMMIT CO AUDITOR

A. That portion of the Limited Common Area and Facilities for Unit 23 containing the addition to Unit 23 is hereby redesignated as part of Unit 23 (See Exhibit B for a detail of new addition to Unit 23).

B. Attached hereto and incorporated by reference herein are the following Exhibits to this **Fifth Amendment** to **Declaration**:

(i) Exhibit A – Original **Consent** of Unit Owners consenting to this **Fifth Amendment**.

(ii) Exhibit B – Revised Detail Building Sheets for Unit 23.

(iii) Exhibit C - Drawings, showing general plan and location of nine (9) completed Units and redesignated Limited Common Area and Facilities in the Condominium to Unit 23 after the addition to Unit 23.

(iii) Exhibit D – Illustrated architectural drawings of the addition to Unit 23.

(iv) Exhibit E - Schedule of Percentages of Interest, as amended after the addition to Unit 23.

(v) Exhibit F – Affidavit of mailing notice of **Fifth Amendment** to the mortgage holders of record.

(vi) Exhibit G – Certification by Secretary of the Diamond Shores Condominium Association.

It is the intent of the **Declarant** and the **Association** that by adopting this **Fifth Amendment** to the **Declaration** that the foregoing Exhibits be made part of the Condominium documents as though submitted with the original **Declaration**.

C. The **Association** and **Declarant** expressly state that any reference to the percentage of interest contained in the original **Declaration** and Bylaws of the **Association** or in any other place should be determined by using the percentages of interest of each Unit as set forth on Exhibit E attached hereto.

D. **Declarant** and the **Association** further expressly state that the **Declaration**, except as revised by the **First Amendment**, except as revised by the **Second Amendment**, except as revised by

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the **Third Amendment**, and except as revised by the **Fourth Amendment** is hereby incorporated by reference herein into this **Fifth Amendment**.

IN WITNESS WHEREOF, Declarant and the two (2) members of the Board of Managers of the **Association** pursuant to Article XIII of the **Declaration**, hereby cause this instrument to be executed this 6th day of August, 2001.

The undersigned **Declarant** and the members of the Board of Managers of the **Association** hereby join in the execution of this **Fifth Amendment** and consent to the terms and conditions contained herein. A copy of this **Fifth Amendment** is on file with the Secretary of the **Association**.

CLARK AND VOLOSEN, INC.

Witnessed By:

First Witness

Mary Ann Clark
Type or Print Name

Second Witness

Allen Yoder
Type or Print Name

Mary Lou Battig

By: Melvin H Clark
Melvin H. Clark

Its: President

DIAMOND SHORES CONDOMINIUM ASSOCIATION

Witnessed By:

First Witness

Mary Ann Clark
Type or Print Name

Second Witness

Allen Yoder
Type or Print Name

Mary Lou Battig

First Witness

Mary Ann Clark
Type or Print Name

Second Witness

Cheryl L. Bailey
Type or Print Name

By: Barbara Iuliano
Barbara Iuliano

Its: President

By: Robert E Jones
Robert E. Jones

Its: Secretary

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CONDO 112.00
FRANK WILLIAMS, SUMMIT CO AUDITOR

STATE OF OHIO)
) SS:
COUNTY OF SUMMIT)

BEFORE ME, a Notary Public in and for said county and state, personally appeared Melvin H. Clark as President of **CLARK AND VOLOSEN, INC.**, who acknowledged that he did execute the foregoing instrument for and on behalf of said corporation.

IN TESTIMONY WHEREOF, I have hereunto set my hand and seal as of this 6th day of August, 2001.

Mary Ann Clark
Notary Public
Print Name: Mary Ann Clark
My Commission expires 7/6/03

STATE OF OHIO)
) SS:
COUNTY OF SUMMIT)

BEFORE ME, a Notary Public in and for said county and state, personally appeared Barbara Iuliano as President of **DIAMOND SHORES CONDOMINIUM ASSOCIATION**, who acknowledged that she did execute the foregoing instrument for and on behalf of said **Association**.

IN TESTIMONY WHEREOF, I have hereunto set my hand and seal as of this 6th day of August, 2001.

Mary Ann Clark
Notary Public
Print Name: Mary Ann Clark
My Commission expires 7/6/03

STATE OF OHIO)
) SS:
COUNTY OF SUMMIT)

BEFORE ME, a Notary Public in and for said county and state, personally appeared Robert E. Jones as Secretary of **DIAMOND SHORES CONDOMINIUM ASSOCIATION**, who acknowledged that he did execute the foregoing instrument for and on behalf of said **Association**.

IN TESTIMONY WHEREOF, I have hereunto set my hand and seal as of this 6th day of August, 2001.

Mary Ann Clark
Notary Public
Print Name: Mary Ann Clark
My Commission expires 7/6/03

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CONDO 112.00
FRANK WILLIAMS, SUMMIT CO AUDITOR

Exhibit A

CONSENT OF UNIT OWNERS TO FIFTH AMENDMENT

The undersigned, being all the Unit Owners within Diamond Shores Condominium hereby consent to the terms and conditions of this Fifth Amendment which consent shall be binding upon each Unit Owner, their respective successors and/or assigns.

Unit No. A-3:

First Witness as to both

Mary Ann Clark
Type or Print Name

Second Witness as to both

CHRISTINA PATTEN
Type or Print Name

George Nutual

Janis Nutual

Dated: 8-6-01

Unit No. A-2:

First Witness as to both

Mary Ann Clark
Type or Print Name

Second Witness as to both

Mary Lou Bottig
Type or Print Name

Blasé Iuliano

Barbara Iuliano

Dated: 8/6/01

Unit No. A-1:

First Witness as to both

Mary Ann Clark
Type or Print Name

Second Witness as to both

Mary Lou Battig
Type or Print Name

Donald Murfin

Linda Murfin

Dated: 8-6-01

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CONDO 112.00
FRANK WILLIAMS, SUMMIT CO AUDITOR

Unit No. B-3:

First Witness

Mary Ann Clark
Type or Print Name

Second Witness

Dan Young
Type or Print Name

Elaine McCoy

Dated: 8-11-01

Unit No. B-2:

First Witness

Mary Ann Clark
Type or Print Name

Cheryl L. Bailey
Second Witness

Type or Print Name

Robert Jones

Dated: 8-11-01

Unit No. B-1:

First Witness as to both

Mary Ann Clark
Type or Print Name

Second Witness as to both

Kimberly Clark
Type or Print Name

Larry Walker

Mary Ann Walker

Dated: 8-13-01

Unit No. 22:

First Witness

Mary Ann Clark
Type or Print Name

Second Witness

Sonya Corrick
Type or Print Name

Kimberly Clark

Dated: 8-6-01

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Page: 9 of 26
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CONDO 112.00
FRANK WILLIAMS, SUMMIT CO AUDITOR

Unit No. 23:

First Witness

Mary Ann Clark
Type or Print Name

X
Second Witness

J.B. Stuckey
Type or Print Name

Karen Clark

Dated: 8-6-01

Unit No. 17:

First Witness

Mary Ann Clark
Type or Print Name

X
Second Witness

J.B. Stuckey
Type or Print Name

CLARK AND VOLOSEN, INC.

By:
Melvin H. Clark

Its: President

Dated: August 6, 2001

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CONDO 112.00
FRANK WILLIAMS, SUMMIT CO AUDITOR

STATE OF OHIO)
) SS:
COUNTY OF SUMMIT)

BEFORE ME, a Notary Public in and for said county and state, personally appeared **GEORGE NUTUAL and JANIS NUTUAL**, husband and wife, who acknowledged that they did execute the foregoing instrument for and the same was their own free act and deed.

IN TESTIMONY WHEREOF, I have hereunto set my hand and seal as of this 6th day of August, 2001.

Mary Ann Clark
Notary Public
Print Name: Mary Ann Clark
My Commission expires 7/6/03

STATE OF OHIO)
) SS:
COUNTY OF SUMMIT)

BEFORE ME, a Notary Public in and for said county and state, personally appeared **BLASÉ IULIANO and BARBARA IULIANO**, husband and wife, who acknowledged that they did execute the foregoing instrument for and the same was their own free act and deed.

IN TESTIMONY WHEREOF, I have hereunto set my hand and seal as of this 6th day of August, 2001.

Mary Ann Clark
Notary Public
Print Name: Mary Ann Clark
My Commission expires 7/6/03

STATE OF OHIO)
) SS:
COUNTY OF SUMMIT)

BEFORE ME, a Notary Public in and for said county and state, personally appeared **DONALD MURFIN and LINDA MURFIN**, husband and wife, who acknowledged that they did execute the foregoing instrument for and the same was their own free act and deed.

IN TESTIMONY WHEREOF, I have hereunto set my hand and seal as of this 6th day of August, 2001.

Mary Ann Clark
Notary Public
Print Name: Mary Ann Clark
My Commission expires 7/6/03

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FRANK WILLIAMS, SUMMIT CO AUDITOR

STATE OF OHIO)
) SS:
COUNTY OF SUMMIT)

BEFORE ME, a Notary Public in and for said county and state, personally appeared **ELAINE McCOY**, a single woman, who acknowledged that they did execute the foregoing instrument for and the same was their own free act and deed.

IN TESTIMONY WHEREOF, I have hereunto set my hand and seal as of this 11th day of August, 2001.

Mary Ann Clark
Notary Public
Print Name: Mary Ann Clark
My Commission expires 7/6/03

STATE OF OHIO)
) SS:
COUNTY OF SUMMIT)

BEFORE ME, a Notary Public in and for said county and state, personally appeared **ROBERT JONES**, a single man, who acknowledged that they did execute the foregoing instrument for and the same was their own free act and deed.

IN TESTIMONY WHEREOF, I have hereunto set my hand and seal as of this 11th day of August, 2001.

Mary Ann Clark
Notary Public
Print Name: Mary Ann Clark
My Commission expires 7/6/03

STATE OF OHIO)
) SS:
COUNTY OF SUMMIT)

BEFORE ME, a Notary Public in and for said county and state, personally appeared **LARRY WALKER and MARY ANN WALKER**, husband and wife, who acknowledged that they did execute the foregoing instrument for and the same was their own free act and deed.

IN TESTIMONY WHEREOF, I have hereunto set my hand and seal as of this 13th day of August, 2001.

Mary Ann Clark
Notary Public
Print Name: Mary Ann Clark
My Commission expires 7/6/03

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CONDO 112.00
FRANK WILLIAMS, SUMMIT CO AUDITOR

STATE OF OHIO)
) SS:
COUNTY OF SUMMIT)

BEFORE ME, a Notary Public in and for said county and state, personally appeared **KIMBERLY CLARK**, a single woman, who acknowledged that they did execute the foregoing instrument for and the same was their own free act and deed.

IN TESTIMONY WHEREOF, I have hereunto set my hand and seal as of this 6 day of August, 2001.

Notary Public
Print Name: Mary Ann Clark
My Commission expires 7/6/03

STATE OF OHIO)
) SS:
COUNTY OF SUMMIT)

BEFORE ME, a Notary Public in and for said county and state, personally appeared **KAREN CLARK**, a single woman, who acknowledged that they did execute the foregoing instrument for and the same was their own free act and deed.

IN TESTIMONY WHEREOF, I have hereunto set my hand and seal as of this 6 day of August, 2001.

Notary Public
Print Name: Mary Ann Clark
My Commission expires 7/6/03

STATE OF OHIO)
) SS:
COUNTY OF SUMMIT)

BEFORE ME, a Notary Public in and for said county and state, personally appeared Melvin H. Clark, as President of **CLARK AND VOLOSEN, INC.**, an Ohio corporation, who acknowledged that he/she did execute the foregoing instrument for and on behalf of said corporation.

IN TESTIMONY WHEREOF, I have hereunto set my hand and seal as of this 6th day of August, 2001.

Notary Public
Print Name: Mary Ann Clark
My Commission expires 7/6/01

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FRANK WILLIAMS, SUMMIT CO AUDITOR

Exhibit B

REVISED DETAIL BUILDING SHEETS FOR UNIT 23

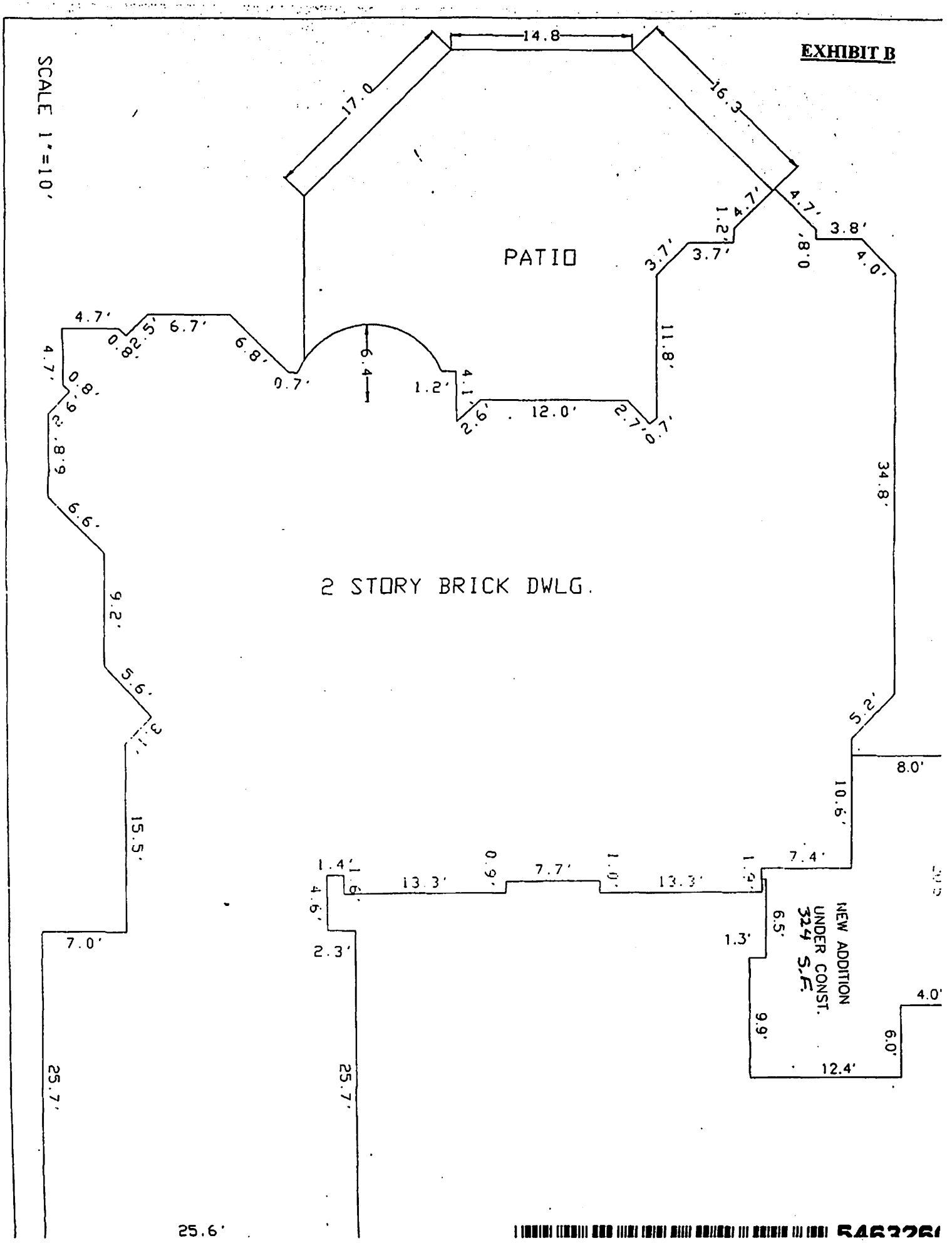
EXHIBIT B
SCALE 1"=10'
14.8
17.0
16.3
PATIO
2 STORY BRICK DWLG.
NEW ADDITION
UNDER CONST.
324 S.F.
34.8'
25.7'
25.6'
12.0'
11.8'
13.3'
7.7'
7.4'
8.0'
10.6'
15.5'
7.0'
6.6'
9.2'
5.6'
6.7'
6.8'
4.7'
3.8'
4.0'
6.0'
12.4'
9.9'
6.5'
1.3'
2.3'
4.6'
1.4'
0.9'
1.0'
1.2'
0.7'
2.6'
4.1'
6.4'
2.5'
0.8'
3.7'
1.2'
4.7'
5.2'
3.1'
2.7'
0.7'

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112.00
FRANK WILLIAMS, SUMMIT CO AUDITOR

Exhibit C

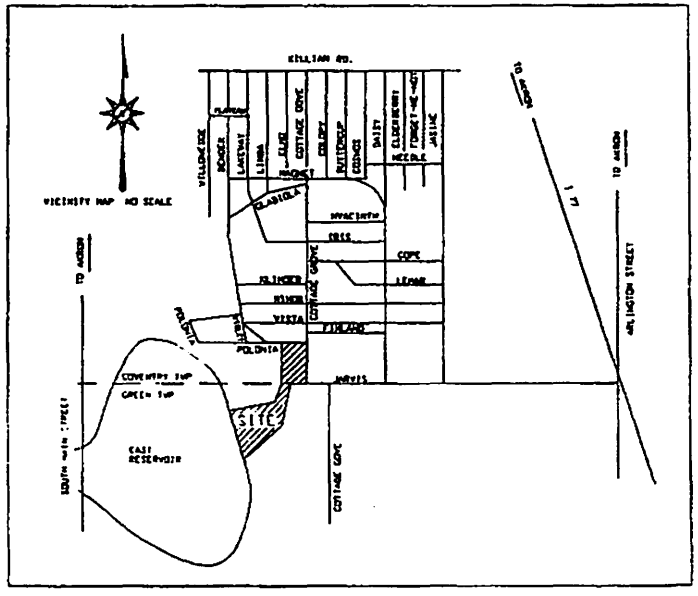
DRAWINGS, SHOWING THE GENERAL PLAN AND LOCATION OF NINE (9) COMPLETED UNITS AND REDESIGNATED LIMITED COMMON AREA AND FACILITIES IN THE CONDOMINIUM TO UNIT 23 AFTER THE ADDITION TO UNIT 23

DIAMOND SHORES CONDOMINIUM

UNIT 23 ADDITION

SITUATED IN THE CITY OF GREEN, AND THE TOWNSHIP OF COVENTRY, COUNTY OF SUMMIT, STATE OF OHIO

EXHIBIT C



I hereby certify that page two of this set of drawings delineates the limits of UNIT 23 ADDITION

STATE OF OHIO
LAWRENCE L. BUTTERWORTH
5915
REGISTERED
SURVEYOR

Lawrence L. Butterworth, P.S. 5915 — date 7-12-04

STATE OF OHIO
JOHN VOLOSEN
45145
REGISTERED
ENGINEER

John Volosen, P.E. 45145 — date

GREISSING & BUTTERWORTH
SURVEYORS
990 NORTH MAIN STREET
AKRON, OHIO 44310
(330) 253-2429

(Page 6 of 10) - The image is too large for the printed page!

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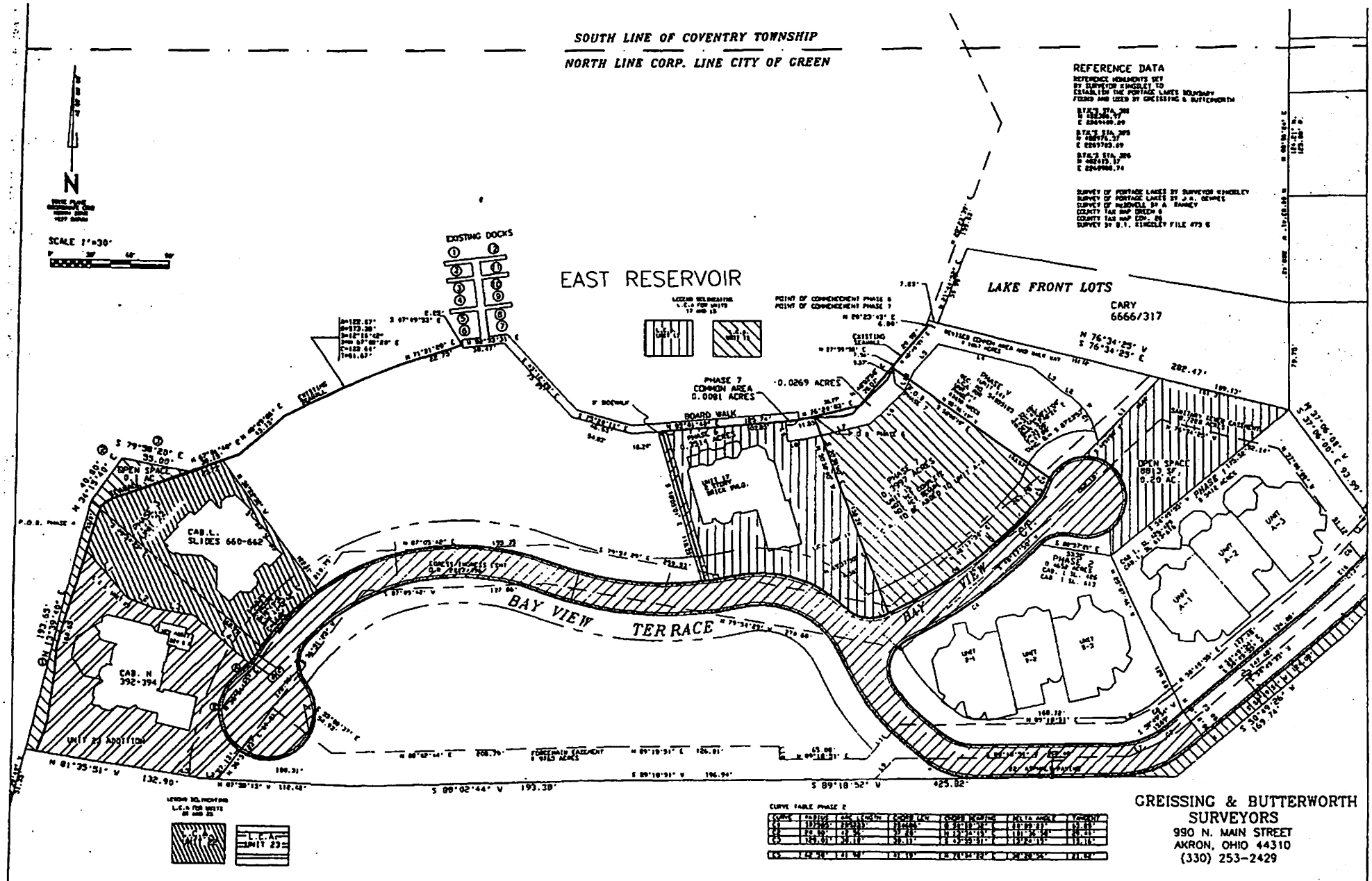

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FRANK WILLIAMS, SUMMIT CO AUDITOR

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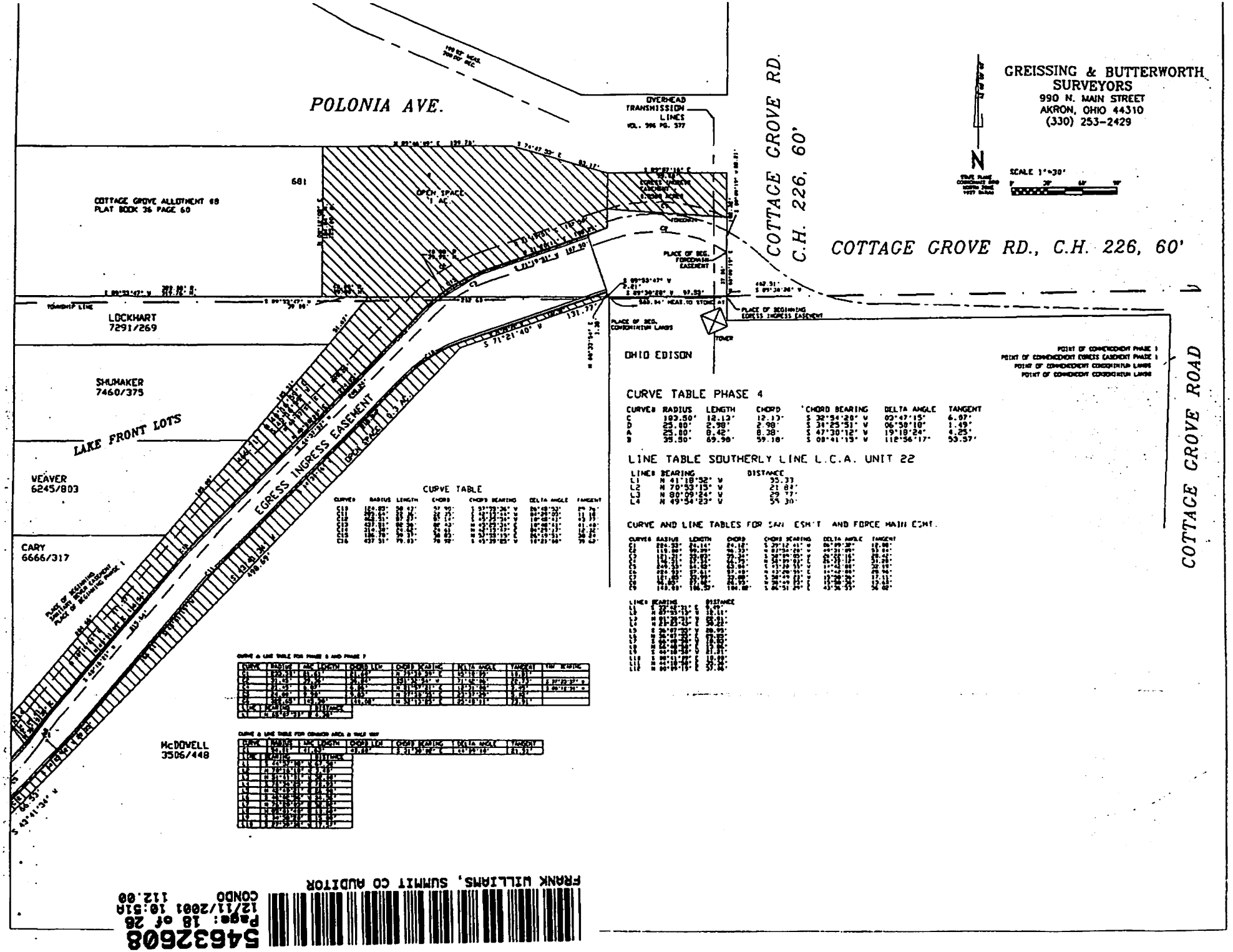

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FRANK WILLIAMS, SUMMIT CO AUDITOR

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FRANK WILLIAMS, SUMMIT CO AUDITOR

Exhibit D

ILLUSTRATED ARCHITECTURAL DRAWINGS OF THE ADDITION TO UNIT 23

FRANK WILLIAMS SUMMIT CO AUDITOR
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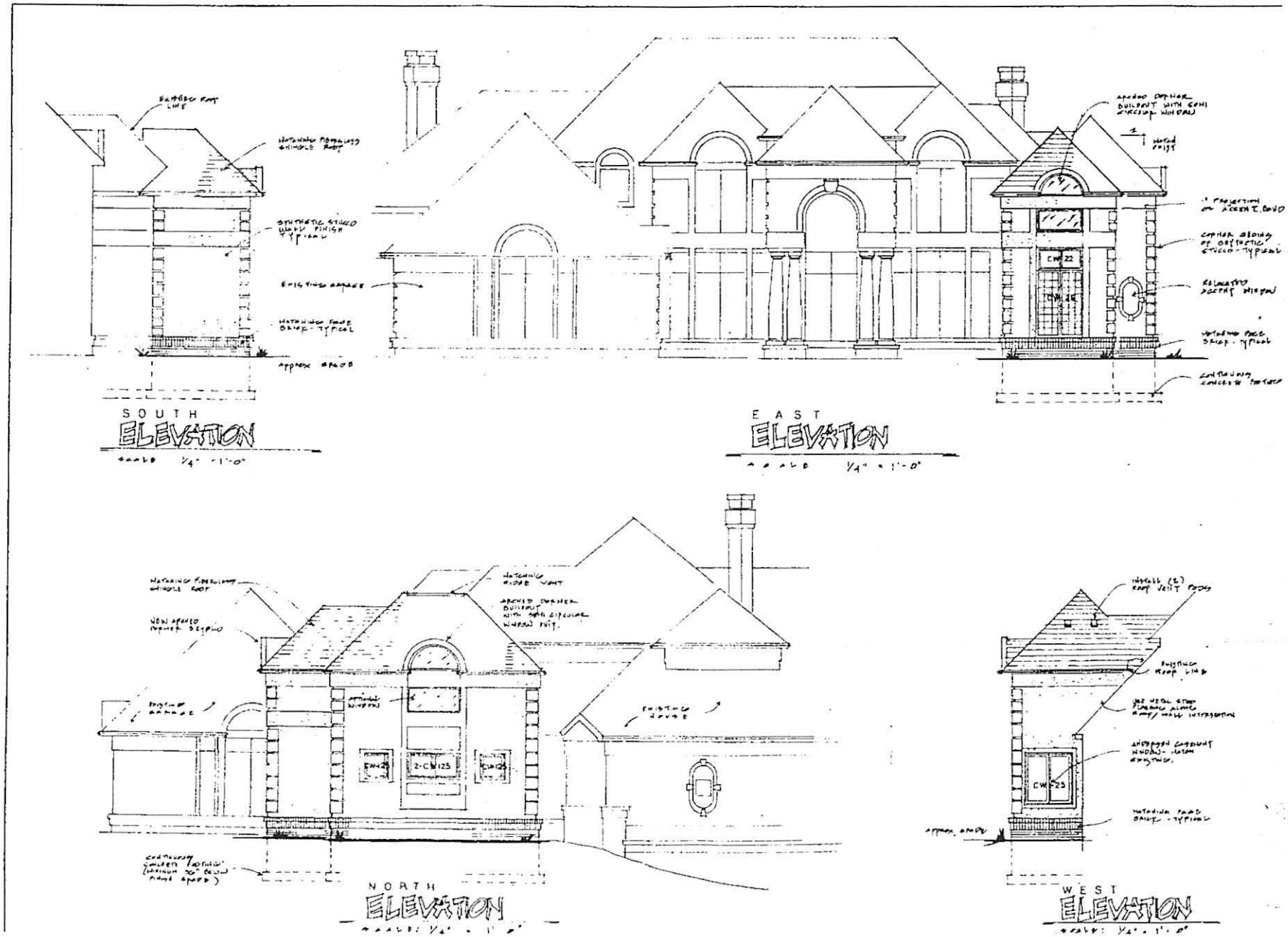
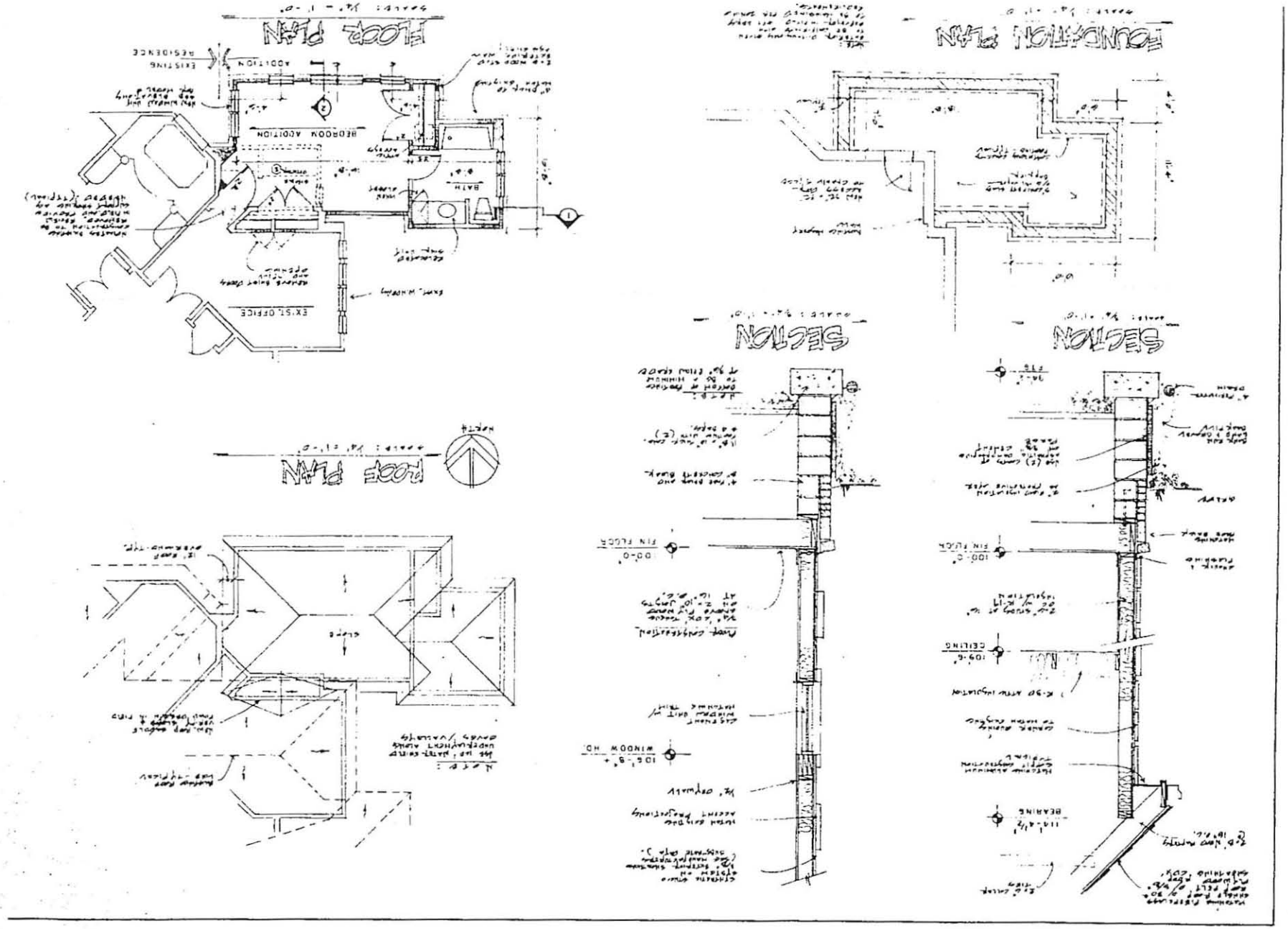
EXHIBIT D





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FRANK WILLIAMS, SUMMIT CO AUDITOR

(Page 1 of 6) - The image is too large for the printed page!

Exhibit E

SCHEDULE OF PERCENTAGES OF INTEREST, AS AMENDED AFTER THE ADDITION TO UNIT 23

Unit No.	Percentage of Interest (All Units)	Percentage of Interest for Allocation of Maintenance Fund Account Assessments for Units Designated as A, B, or C	Percentage of Interest for Allocation of Maintenance Fund Account Assessments for Units with a Unit Number (e.g., Unit 22)
A-1	15.7%	33.8%	0%
A-2	5.7%	12.4%	0%
A-3	6.4%	13.8%	0%
B-1	6.4%	13.8%	0%
B-2	5.7%	12.4%	0%
B-3	6.4%	13.8%	0%
Unit 17	19.2%	0%	35.7%
Unit 22	17.1%	0%	31.8%
Unit 23	17.4%	0%	32.5%
	100%	100%	100%

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CONDO
112.00
JILLIANS, SUMMIT CO AUDITOR

Exhibit F

AFFIDAVIT OF MAILING NOTICE OF AMENDMENT TO THE MORTGAGE HOLDERS OF RECORD

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FRANK WILLIAMS, SUMMIT CO AUDITOR

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CONDO 112.00
FRANK WILLIAMS, SUMMIT CO AUDITOR

EXHIBIT F

AFFIDAVIT OF MAILING NOTICE OF FIFTH AMENDMENT TO DECLARATION OF CONDOMINIUM OWNERSHIP FOR DIAMOND SHORES CONDOMINIUM TO MORTGAGE HOLDERS OF RECORD

STATE OF OHIO)
) SS:
COUNTY OF SUMMIT)

NOW COMES the undersigned, Barbara Iuliano, acting President of the Diamond Shores Condominium Association, being first duly sworn states as follows:

1. I have personal knowledge of the facts stated herein.

2. A copy of the Fifth Amendment to Declaration of Condominium Ownership for Diamond Shores Condominium has been mailed by certified mail to all the mortgage holders having a bona fide lien of record against any Unit in the Diamond Shores Condominium.

FURTHER AFFIANT SAYETH NAUGHT.

AFFIANT:

Barbara Iuliano

Sworn to before me and subscribed in my presence this 29 day of Nov, 2001.

NOTARY PUBLIC
My Comm. exp. 7/6/03

This Instrument Prepared by:
John M. Coyne, III, Esq.
Roetzel & Andress
A Legal Professional Association
222 South Main Street
Akron, Ohio 44308

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CONDO 112.00
FRANK WILLIAMS, SUMMIT CO AUDITOR

EXHIBIT G

CERTIFICATION BY SECRETARY OF THE DIAMOND SHORES CONDOMINIUM ASSOCIATION FIFTH AMENDMENT TO DECLARATION OF CONDOMINIUM OWNERSHIP FOR DIAMOND SHORES CONDOMINIUM

The undersigned hereby certifies that Robert E. Jones is the acting Secretary of The Diamond Shores Condominium Association ("Association") and that pursuant to the Affidavit of the President of the Association a copy of the Fifth Amendment to Declaration of Condominium Ownership for Diamond Shores Condominium has been mailed by certified mail to all mortgagees having a bona fide lien of record against the Unit within the Condominium. The attached List A is a list of those mortgagees who have consented to the Amendment and a list of mortgagees who have not consented to the Amendment.

The foregoing is hereby certified on this 29 day of November, 2001.

DIAMOND SHORES CONDOMINIUM ASSOCIATION

By: Robert E. Jones
Robert E. Jones

Its: Secretary

Sworn to before me and subscribed in my presence this 29 day of NOV, 2001.

Mary Ann Clark
NOTARY PUBLIC
My Comm. exp. 7/6/03

This Instrument Prepared By:
John M. Coyne, III, Esq.
Roetzel & Andress
A Legal Professional Association
222 South Main Street
Akron, Ohio 44308

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CONDO 112.00
FRANK WILLIAMS, SUMMIT CO AUDITOR

LIST A

CERTIFICATION OF CONSENTING AND NON-CONSENTING MORTGAGEES

I, Robert E. Jones, Secretary of The Diamond Shores Condominium Association, hereby certify the following to be the consenting and non-consenting mortgagees of the Fifth Amendment to Condominium Ownership of Diamond Shores Condominium.

UNIT NO.	CONSENTING MORTGAGEE	NON-CONSENTING MORTGAGEE
Unit A-3	United National Bank & Trust Company	
Unit A-2	Third Federal Savings and Loan	
Unit A-1	No Mortgage.	
Unit B-3	No Mortgage	
Unit B-2	FirstMerit Mortgage Corporation	
Unit B-1	Third Federal Savings and Loan	
Unit 22	National Bank and Trust Company	
Unit 23	Bank One Fifth Third Bank of Northeastern Ohio	
Unit 17	No Mortgage	

FOURTH AMENDMENT TO DECLARATION
OF CONDOMINIUM OWNERSHIP
FOR DIAMOND SHORES CONDOMINIUM

This will certify that a copy of this Fourth Amendment has been filed in the office of the County Auditor, Summit County, Ohio.

The original Declaration is filed in Volume OR1319, Pages 110 to 215, inclusive, as amended by the First Amendment filed in Volume OR2017, Pages 473 to 523, inclusive, as amended by the Second Amendment filed in Volume OR2371, Pages 714 to 737, inclusive, and as amended by the Third Amendment filed as Instrument No. 54055123, of the Summit County, Ohio Records, and further identified in Plat Cabinet I, Slide Nos. 426 to 429, inclusive, as amended in Plat Cabinet L, Slide Nos. 660 to 662, inclusive, as amended in Plat Cabinet N, Slide Nos. 392 to 394, inclusive.

Summit County Auditor
FRANK WILLIAMS
By: Deputy
Date: June 22, 2001

This Instrument Prepared By:
John M. Coyne, III, Esq.
Roetzel & Andress
A Legal Professional Association
222 S. Main Street
Akron, OH 44308
(330) 376-2700

TRANSFER NOT NECESSARY
6-22-01
Frank Williams County Auditor

APPROVED AS TO FORM
Assistant Prosecuting Attorney
Summit County, Ohio

FRANK WILLIAMS, SUMMIT CO AUDITOR
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CONDO 300.40

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FOURTH AMENDMENT TO DECLARATION
OF
CONDOMINIUM OWNERSHIP
FOR
DIAMOND SHORES CONDOMINIUM

WHEREAS, on the 21st day of May, 1993, Clark and Volosen, Inc., an Ohio corporation, hereinafter referred to as ("**Declarant**"), submitted certain properties in the City of Green, Summit County, Ohio, to the provisions of Chapter 5311 of the Ohio Revised Code as Condominium Property by filing with the Summit County Auditor an instrument entitled "Declaration of Condominium Ownership for Diamond Shores Condominium" (the "**Declaration**"), which **Declaration** was recorded in Volume OR1319, Pages 110 to 215, inclusive, of the Summit County, Ohio, Records, and further identified in Plat Cabinet I, Slide Nos. 426 to 429, inclusive, of the Summit County Record of Plats; and

WHEREAS, on September 26, 1995, the **Declaration** was amended by the First Amendment of Declaration (the "**First Amendment**"), adding four (4) Units to the Condominium, by instruments recorded in Volume OR2017, Pages 473 to 523, inclusive, of the Summit County Records, and in Plat Cabinet L, Slides 660 to 662, inclusive, of the Summit County Records; and

WHEREAS, on February 29, 1997, the **Declaration** was amended by the Second Amendment of Declaration (the "**Second Amendment**"), adding one (1) Unit to the Condominium, by instruments recorded in Volume OR2371, Pages 714 to 737, inclusive, of the Summit County Records, and in Plat Cabinet N, Slides 392 to 394, inclusive, of the Summit County Records; and

WHEREAS, on September 8, 1997, the **Declaration** was amended by the Third Amendment of Declaration (the "**Third Amendment**"), submitting additional property as Limited Common Area and Facilities to Unit A-1 by instrument recorded as Instrument No. 54055123 of the Summit County Records; and

WHEREAS, pursuant to Article XV of the **Declaration**, the Developer reserved the right to expand the development of the Condominium for an additional seven (7) year period which such election shall be exercised within six (6) months prior to the expiration of the original seven (7) year period; and

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CONDO 308.40
FRANK WILLIAMS, SUMMIT CO AUDITOR

Declarant and **Association** and the Unit Owners, by filing this Fourth Amendment, intend to authorize Donald L. Murfin to construct or have constructed one (1) condominium Unit on the **Limited Common Area for Future Unit 15**; and

WHEREAS, it is further intended that immediately upon completion of construction of the new condominium Unit to be designated as Unit 15, the **Declarant** shall (i) redesignate that portion of the **Limited Common Area for Future Unit 15** containing the completed condominium Unit as Unit 15 with the remaining **Limited Common Area for Future Unit 15** being redesignated as Unit 15 Limited Common Area and Facilities and/or Common Area and Facilities; (ii) concurrently redesignate the Unit A-1 Limited Common Area and Facilities to exclude the **Limited Common Area for Future Unit 15**; (iii) to the extent required by applicable law, execute, together with Donald L. Murfin, and two (2) members of the Board of Managers of the Diamond Shores Condominium Association ("**Association**") on behalf of all Unit Owners, a quit claim deed conveying all their respective interest, if any, in and to Unit 15 to Donald L. Murfin, or his nominee, for the purpose of reflecting the ownership of Unit 15; and (iv) redesignate the Schedule of Percentages of Interests to reflect the redistribution of schedule of percentage of interest after completion of Unit 15; and

WHEREAS, in order to accomplish the foregoing, all the Unit Owners within the Diamond Shores Condominium desire to grant to the **Association** a limited power of attorney to execute, on their collective behalf, whatever documents are necessary, including the quit-claim deed for Unit 15 to Donald L. Murfin, or his nominee, to accomplish the redesignation of **Limited Common Area for Future Unit 15** to Unit 15 with associated Limited Common Areas and Facilities and/or Common Area and Facilities; and

WHEREAS, Article XV of the **Declaration** reserves to **Declarant** the right to amend the **Declaration** and the Drawings for the purpose of submitting certain additional properties to the provisions of the **Declaration** and to the provisions of Chapter 5311 of the Ohio Revised Code as Condominium Property; and

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FRANK WILLIAMS, SUMMIT CO AUDITOR

WHEREAS, Declarant has determined to submit a portion of the real property described on Exhibit B of the original **Declaration** (the "**Additional Property**"), which is referred to herein as Phase 6 (Unit 17) and Phase 7 (**Additional Limited Common Area for Unit A-1**); and

WHEREAS, Declarant, as the owner of all of the **Additional Property**, desires to amend the **Declaration** as hereinafter provided pursuant to Article XV of the **Declaration** and Section 5311.051 of the Ohio Revised Code by submitting an additional one (1) Unit and by submitting **Additional Property** as Limited Common Area and Facilities to Unit A-1, both of which are located on a portion of the **Additional Property** making a total of nine (9) condominium Units in Diamond Shores Condominium; and

WHEREAS, the **Association** desires to amend the **Declaration** as hereinafter provided pursuant to Article XIII of the **Declaration** by granting the **Declarant** the ability to expand the development of the Condominium until May 21, 2007; and

WHEREAS, in compliance with the provisions of Article XIII of the **Declaration**, the President of the **Association** has caused a copy of this Amendment to be sent by certified mail to all mortgagees having bona fide liens of record against any Unit within the Condominium (see Exhibit J for a copy of the President's affidavit).

WHEREAS, in compliance with the provisions of Article XIII of the **Declaration**, consents to the mortgagees having bona fide liens of record against any Unit are on file with the Secretary of the **Association**, and the Secretary's Certification as to the names of the consenting and non-consenting mortgagees is attached hereto as Exhibit K.

NOW, THEREFORE, Declarant hereby declares as follows:

1. All of the terms used herein which are defined in the **Declaration** shall be interpreted as having the same meaning as defined in the **Declaration.**

2. **Declarant** is the owner of the portion of the **Additional Property** known as Phase 6 (Unit 17), as described on Exhibit E hereto, and Phase 7 (**Additional Limited Common Area for Unit A-1**), as

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FRANK WILLIAMS, SUMMIT CO AUDITOR

described on Exhibit C hereto ,which, together with all buildings and improvements thereon, all easements, rights, appurtenances belonging thereto, including those rights and obligations contained in the **Right of First Refusal Agreement**, and all articles of personal property existing thereon for the common use of the Unit Owners, is hereby submitted to the provisions of Chapter 5311 and the provisions of the **Declaration**, as amended hereby, and is hereby included in and made a part of the Condominium Property.

3. The Limited Common Area for Unit A-1 is hereby redesignated to include the **Additional Limited Common Area for Unit A-1**.

4. Pursuant to the **Right of First Refusal Agreement**, Donald L. Murfin has elected to construct or have constructed a condominium Unit within the **Limited Common Area for Future Unit 15**, which construction shall be subject to the terms and conditions of the **Declaration** and any amendments made thereto, including this Amendment, the **Right of First Refusal Agreement**, and which construction shall be in architectural conformity with the existing Units designated with a Unit Number.

5. Commencement of construction of Unit 15 within the **Limited Common Area for Future Unit 15** shall commence within six (6) months after the filing of this Amendment for record and shall be completed and redesignated as a condominium Unit (Unit 15) by amendment to the **Declaration** within a reasonable time thereafter not to exceed two (2) years. During the period of construction of Unit 15, Donald L. Murfin or his contractor shall maintain sufficient builder' s risk and liability insurance and shall further be responsible for any liability, damage or loss occurring on the Condominium Property in connection with or arising out of activities related to the construction of Unit 15.

6. Upon completion of construction of the new condominium Unit to be designated as Unit 15, **Declarant** shall (i) redesignate that portion of the **Limited Common Area for Future Unit 15** containing the completed condominium Unit as Unit 15 with the remaining **Limited Common Area for Future Unit 15** being redesignated as Unit 15 Limited Common Area and Facilities and/or Common Area and Facilities (the location of the Common Area and Facilities shall be acceptable to **Declarant** in its sole

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CONDO 300.40
FRANK WILLIAMS, SUMMIT CO AUDITOR

discretion); (ii) concurrently redesignate Unit A-1 Limited Common Area and Facilities to exclude the **Limited Common Area for Future Unit 15**; (iii) to the extent required by applicable law, execute, together with Donald L. Murfin, and two (2) members of the **Association** on behalf of all Unit Owners, a quit-claim deed conveying all their respective interest, if any, in and to Unit 15 to Donald L. Murfin, or his nominee, for the purpose of reflecting the ownership of Unit 15; and (iv) redesignate the Schedule of Percentages of Interests to reflect the redistribution of schedule of percentage of interest after completion of Unit 15.

7. The **Declaration** is hereby amended in accordance with the provisions of the **Declaration** and Section 5311.051 of the Ohio Revised Code in the following respects:

A. Article IV, Section A(1) is hereby deleted in its entirety and the following substituted therefor:

> **"ARTICLE IV. GENERAL DESCRIPTION OF BUILDINGS AND IMPROVEMENTS.**
>
> A. **BUILDINGS.**
>
> (1) The Condominium Property includes five (5) buildings, principally constructed of wood, block and glass and contains nine (9) condominium units, three (3) of which were included under the **Declaration**, four (4) of which were included under the **First Amendment** to the **Declaration**, one (1) of which was included under the **Second Amendment** to the **Declaration** and one (1) of which is included under this Fourth Amendment to the **Declaration**. The location, layout, designation and boundaries of said Units and the location, layout, designation and boundaries of the Common Areas and Facilities and Limited Common Areas and Facilities, insofar as is graphically practical, are shown on the Drawings which are attached as Exhibits F and G hereto for Phase 6 (Unit 17) and Phase 7 (**Additional Limited Common Area for Unit A-1**).
>
> The Drawings may be further amended if and when all or any additional portions of the **Additional Property** have been added to the Condominium Property pursuant to the provisions of Article XV of the **Declaration**."

B. Attached hereto and incorporated by reference herein the following Exhibits to this Fourth Amendment to **Declaration**:

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CONDO 300.40
FRANK WILLIAMS, SUMMIT CO AUDITOR

(i) Exhibit A – Original **Consent** of Unit Owners, consenting to the extension of the development period pursuant to Article XV of the **Declaration.**

(ii) Exhibit B – Legal description of **"Site 14".**

(iii) Exhibit C – Legal description of **Additional Limited Common Area for Unit A-1.**

(iv) Exhibit D – Legal description for **Limited Common Area for Future Unit 15.**

(v) Exhibit E - Legal description of the portion of the **Additional Property** being added to the Condominium Property as Phase 6 (Unit 17) pursuant to this Fourth Amendment.

(vi) Exhibit F - Detail Building Sheets for Phase 6 (Unit 17).

(vii) Exhibit G - Drawings, showing general plan and location of nine (9) completed Units in the Condominium after inclusion of Phase 6 (Unit 17) and Phase 7 (Limited Common Area for Unit A-1).

(viii) Exhibit H – Illustrated architectural drawings of Phase 6 (Unit 17).

(ix) Exhibit I - Schedule of Percentages of Interest, as amended after inclusion of Phase 6 (Unit 17) and Phase 7 (**Additional Limited Common Area for Unit A-1**).

(x) Exhibit J – Affidavit of mailing notice of Amendment to the mortgage holders of record.

(xi) Exhibit K – Certification by Secretary of the Diamond Shores Condominium Association.

It is the intent of **Declarant** and the **Association** that by adopting this Fourth Amendment to **Declaration** of Condominium Ownership for Diamond Shores Condominium that the foregoing Exhibits be made a part of the Condominium documents as though submitted with the original **Declaration.**

C. **Declarant** further expressly states that any reference to the percentage of interest contained in the original **Declaration** and Bylaws of the **Association** or in any other place should be determined by using the percentages of interest of each Unit as set forth in Exhibit I attached hereto.

D. **Declarant** further expressly states that by adopting and making this foregoing Amendment, it is its intent to create an additional one (1) condominium Unit known as Phase 6 (Unit 17)

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and Phase 7 (to add additional Limited Common Area and Facilities to Unit A-1), for a total of nine (9) completed Units in the Condominium. **Declarant** reserves the right under Article XV to further amend the **Declaration** and the Drawings for the purposes therein stated.

8. The **Declaration** is hereby amended in accordance with the provisions of Article XIII of the **Declaration** in the following respects:

A. Article XV is hereby modified to grant the **Declarant** the right to expand the development of the Condominium Property, until May 21, 2007, by submitting **Additional Property** to the Condominium pursuant to the terms and conditions contained in Article XV of the **Declaration** and in Section 5311.051 of the Ohio Revised Code, notwithstanding the fact that the **Declarant** failed to exercise said right within six (6) months prior to the expiration of the original seven year period. The **Consent** of all the Unit Owners is attached hereto as Exhibit A.

B. It is the intent of the **Association**, by joining the **Declarant** in adopting this Fourth Amendment, that the foregoing **Consent** be made part of the Condominium Documents.

C. For the purpose of providing certain information previously contained in the **Declaration** and required to be contained in this Amendment pursuant to Section 5311.051 of the Ohio Revised Code, **Declarant** and the **Association** further expressly states that the **Declaration**, except as revised by the **First Amendment**, except as revised by the **Second Amendment**, except as revised by the **Third Amendment**, and except as revised by the **Fourth Amendment** is hereby incorporated by reference herein into this Amendment.

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IN WITNESS WHEREOF, Clark and Volosen, Inc., pursuant to Article XV of the **Declaration** and Section 5311.051 of the Ohio Revised Code, and as owner of the land contained in the **Additional Property**, and the two (2) members of the Board of Managers pursuant to Article XIII of the **Declaration**, hereby cause this instrument to be executed this 25th day of March, 2001.

Witnessed by:

M. A. Clark
First Witness
M. A CLARK
(Print or Type Name)

Second Witness
SONJA CORRICK
(Print or Type Name)

CLARK AND VOLOSEN, INC.

By: Melvin H. Clark
Melvin H. Clark

Its: President

STATE OF OHIO)
) SS:
COUNTY OF SUMMIT)

BEFORE ME, a Notary Public, in and for said County and State, personally appeared **MELVIN H. CLARK**, as President of Clark and Volosen, Inc., an Ohio corporation, who acknowledged that he did sign the foregoing instrument and that the same is his free act and deed for and on behalf of the limited liability company.

IN TESTIMONY WHEREOF, I have hereunto set my hand and official seal this 25 day of March, 2001.

Mary Ann Clark
Notary Public
My Comm. Exp 7-6-03

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The undersigned members of the Board of Managers of the Diamond Shores Condominium Association hereby join in the execution of this Amendment and consent to the terms and conditions contained herein, including the amendment contemplated under Article XIII of the **Declaration** to extend the **Declarant**'s development period until May 21, 2007, under Article XV. A copy of this Amendment is on file with the Secretary of the Diamond Shores Condominium Association.

DIAMOND SHORES CONDOMINIUM ASSOCIATION

Witnessed By:

First Witness

DONALD L. MURFIN

Type or Print Name

Mary Ann Clark

Second Witness

MARY ANN CLARK

Type or Print Name

By: Barbara L. Iuliano

Its: President

Blase C. Iuliano

First Witness

BLASE C. IULIANO

Type or Print Name

Mary Ann Clark

Second Witness

MARY ANN CLARK

Type or Print Name

By:

Its: Vice President

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STATE OF OHIO)
) SS:
COUNTY OF Summit)

BEFORE ME, a Notary Public in and for said county and state, personally appeared BARBARA L. IULIANO, as President of **DIAMOND SHORES CONDOMINIUM ASSOCIATION**, who acknowledged that he/she did execute the foregoing instrument for and on behalf of said **Association**.

IN TESTIMONY WHEREOF, I have hereunto set my hand and seal as of this 31st day of March, 2001.

Mary Ann Clark

Notary Public

Print Name: MARY ANN CLARK

My Comm. exp. 7-6-03

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STATE OF OHIO)
) SS:
COUNTY OF Summit)

BEFORE ME, a Notary Public in and for said county and state, personally appeared DONALD MURFIN VP, as Secretary of **DIAMOND SHORES CONDOMINIUM ASSOCIATION**, who acknowledged that he/she did execute the foregoing instrument for and on behalf of said **Association**.
ROBERT JONES, Sec'y

IN TESTIMONY WHEREOF, I have hereunto set my hand and seal as of this 31st day of March, 2001.

Mary Ann Clark
Notary Public
Print Name: MARY ANN CLARK
My Comm. exp. 7-6-03

The undersigned, Donald L. Murfin, hereby acknowledges that the **Additional Limited Common Area for Unit A-1** and the **Limited Common Area for Future Unit 15** is subject to the terms and conditions of the **Right of First Refusal Agreement**, the **Declaration**, as amended, this Amendment and the Bylaws of the **Association** (collectively, the "Condominium Documents") and further acknowledges that a portion of the **Limited Common Area for Future Unit 15** is designated as Common Area and Facilities and agrees to cooperate with the **Declarant** as to the relocation of the sidewalk and the designation of the Common Area and Facilities within the **Limited Common Area for Future Unit 15**. Additionally, the undersigned agrees to construct or have constructed a condominium Unit on the **Limited Common Area for Future Unit 15** in accordance with the Condominium Documents, including this Amendment, and further agrees to redesignate a portion of the **Limited Common Area for Future Unit 15** as Unit 15 upon the completion of construction of Unit 15 and to redesignate the Limited Common Area and Facilities to Unit A-1 as contemplated in this Amendment, and to further fully cooperate with the **Declarant** in the filing of appropriate amendments to the Condominium Documents to accomplish the same.

Witnessed By:

Robert G Jones
First Witness as to both
Robert G Jones
(Print or Type Name)

Mary Ann Clark
Second Witness as to both
MARY ANN CLARK
(Print or Type Name)

Donald L. Murfin

Linda Murfin (as to release of dower only)

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FRANK WILLIAMS, SUMMIT CO AUDITOR
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STATE OF OHIO)
) SS:
COUNTY OF Summit)

BEFORE ME, a Notary Public in and for said county and state, personally appeared **DONALD L. MURFIN and LINDA MURFIN**, husband and wife, who acknowledged that they did execute the foregoing instrument for and the same was their own free act and deed.

IN TESTIMONY WHEREOF, I have hereunto set my hand and seal as of this 31st day of March, 2001.

Mary Ann Clark
Notary Public
Print Name: MARY ANN CLARK
My Comm. exp. 7-6-03

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FRANK WILLIAMS, SUMMIT CO AUDITOR

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The undersigned, being all the Unit Owners within Diamond Shores Condominium hereby consent to the terms and conditions of this Amendment and further grant to the Diamond Shores Condominium Association the full power and authority to do, take and perform all and every act and thing whatsoever requisite, proper and necessary to be done to execute on their collective behalf all documents necessary, including the quit claim deed referred to in Section 6 of the Amendment, to accomplish the terms and conditions of this Amendment and the transfer of Unit 15 to Donald L. Murfin or his nominee upon completion. This limited power of attorney shall not be affected by any Unit Owner disability. This limited power of attorney shall commence and be in full force upon filing of this Amendment with the Summit County Recorder's Office, and shall be binding upon each unit owner, their respective successors and/or assigns.

Unit No. A-3:

First Witness as to both

Type or Print Name

Second Witness as to both

MARY ANN CLARK
Type or Print Name

George Nutual

Janis Nutual

Dated: March 31, 2001

Unit No. A-2:

First Witness as to both

Type or Print Name

Second Witness as to both

MARY ANN CLARK
Type or Print Name

Blasé Iuliano

Barbara Iuliano

Dated: 3-31-01

Unit No. A-1:

First Witness as to both

GEORGE NUTUAL
Type or Print Name

Second Witness as to both

MARY ANN CLARK
Type or Print Name

Donald Murfin

Linda Murfin

Dated: March 31, 2001

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Unit No. B-3:

First Witness

Type or Print Name

Second Witness

Type or Print Name

Elaine McCoy

Dated: 4/9/01

Unit No. B-2:

First Witness

Type or Print Name

Second Witness

Type or Print Name

Robert Jones

Dated: 3/31/01

Unit No. B-1:

First Witness as to both

Type or Print Name

Second Witness as to both

Type or Print Name

Larry Walker

Mary Ann Walker

Dated: 4/5-/01

Unit No. 22:

First Witness

Type or Print Name

Second Witness

Type or Print Name

Kimberly Clark

Dated: 3-25-01

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Unit No. 23:

First Witness

Type or Print Name

Second Witness

Type or Print Name

Karen Clark

Dated: 3-25-01

Unit No. 17:

First Witness

Type or Print Name

Second Witness

Type or Print Name

CLARK & VOLOSEN, INC.

By:

Its:

Dated: 3/25/01

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FRANK WILLIAMS, SUMMIT CO AUDITOR

STATE OF OHIO)
) SS:
COUNTY OF Summit)

BEFORE ME, a Notary Public in and for said county and state, personally appeared **GEORGE NUTUAL and JANIS NUTUAL**, husband and wife, who acknowledged that they did execute the foregoing instrument for and the same was their own free act and deed.

IN TESTIMONY WHEREOF, I have hereunto set my hand and seal as of this 31st day of March, 2001.

Mary Ann Clark
Notary Public
Print Name: MARY ANN CLARK
My Comm. exp 7-6-03

STATE OF OHIO)
) SS:
COUNTY OF Summit)

BEFORE ME, a Notary Public in and for said county and state, personally appeared **BLASÉ IULIANO and BARBARA IULIANO**, husband and wife, who acknowledged that they did execute the foregoing instrument for and the same was their own free act and deed.

IN TESTIMONY WHEREOF, I have hereunto set my hand and seal as of this 31st day of March, 2001.

Mary Ann Clark
Notary Public
Print Name: MARY ANN CLARK
My. Comm. exp 7-6-03

STATE OF OHIO)
) SS:
COUNTY OF Summit)

BEFORE ME, a Notary Public in and for said county and state, personally appeared **DONALD MURFIN and LINDA MURFIN**, husband and wife, who acknowledged that they did execute the foregoing instrument for and the same was their own free act and deed.

IN TESTIMONY WHEREOF, I have hereunto set my hand and seal as of this 31 day of March, 2001.

Mary Ann Clark
Notary Public
Print Name: MARY ANN CLARK
My Comm. exp. 7-6-03

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FRANK WILLIAMS, SUMMIT CO AUDITOR CONDO 300.40

STATE OF OHIO)
) SS:
COUNTY OF Summit)

BEFORE ME, a Notary Public in and for said county and state, personally appeared **ELAINE McCOY**, a single woman, who acknowledged that they did execute the foregoing instrument for and the same was their own free act and deed.

IN TESTIMONY WHEREOF, I have hereunto set my hand and seal as of this 9th day of ~~March, 2001~~. April 2001

Mary Ann Clark
Notary Public
Print Name: MARY ANN CLARK
My Comm. exp. 7-6-03

STATE OF OHIO)
) SS:
COUNTY OF Summit)

BEFORE ME, a Notary Public in and for said county and state, personally appeared **ROBERT JONES**, a single man, who acknowledged that they did execute the foregoing instrument for and the same was their own free act and deed.

IN TESTIMONY WHEREOF, I have hereunto set my hand and seal as of this 31st day of March, 2001.

Mary Ann Clark
Notary Public
Print Name: MARY ANN CLARK
My Comm. exp 7-6-03

STATE OF OHIO)
) SS:
COUNTY OF Summit)

BEFORE ME, a Notary Public in and for said county and state, personally appeared **LARRY WALKER and MARY ANN WALKER**, husband and wife, who acknowledged that they did execute the foregoing instrument for and the same was their own free act and deed.

IN TESTIMONY WHEREOF, I have hereunto set my hand and seal as of this 5th day of ~~March, 2001~~. April 2001

Mary Ann Clark
Notary Public
Print Name: MARY ANN CLARK
My Comm. exp 7-6-03

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STATE OF OHIO)
) SS:
COUNTY OF Summit)

BEFORE ME, a Notary Public in and for said county and state, personally appeared **KIMBERLY CLARK**, a single woman, who acknowledged that they did execute the foregoing instrument for and the same was their own free act and deed.

IN TESTIMONY WHEREOF, I have hereunto set my hand and seal as of this 25 day of March, 2001.

Mary Ann Clark
Notary Public
Print Name: MARY ANN CLARK
My Comm. exp 7-6-03

STATE OF OHIO)
) SS:
COUNTY OF Summit)

BEFORE ME, a Notary Public in and for said county and state, personally appeared **KAREN CLARK**, a single woman, who acknowledged that they did execute the foregoing instrument for and the same was their own free act and deed.

IN TESTIMONY WHEREOF, I have hereunto set my hand and seal as of this 25 day of March, 2001.

Mary Ann Clark
Notary Public
Print Name: MARY ANN CLARK
My Comm exp 7-6-03

STATE OF OHIO)
) SS:
COUNTY OF Summit)

BEFORE ME, a Notary Public in and for said county and state, personally appeared Melvin H. Clark, as President of **CLARK & VOLOSEN, INC.**, an Ohio corporation, who acknowledged that he/she did execute the foregoing instrument for and on behalf of said corporation.

IN TESTIMONY WHEREOF, I have hereunto set my hand and seal as of this 25 day of March, 2001.

Mary Ann Clark
Notary Public
Print Name: MARY ANN CLARK
My Comm. exp. 7-6-03

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Exhibit A

Original Consent of Unit Owners
(consenting to the extension of the development period pursuant to Article XV of the Declaration)

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CONSENT

The undersigned being all the Unit Owners within Diamond Shores Condominium hereby acknowledge that the initial seven (7) year development period for Diamond Shores Condominium has expired (expiring on May 21, 2000) without Clark and Volosen, Inc. (the "Developer") timely electing to expand the development period prior to the expiration of the original seven (7) year period as provided for in the Declaration of Condominium Ownership for Diamond Shores Condominium ("Declaration"). The undersigned hereby waive any and all requirements and notices required by the Developer under Article XV of the Declaration and in Section 5311.05(C)(3) and 5311.051 of the Ohio Revised Code with respect to expansion of the development period. By execution of this consent all the Unit Owners within Diamond Shores Condominium hereby acknowledge and consent to an additional seven (7) year expansion period (expiring May 21, 2007) permitting the Developer to continue to develop Diamond Shores Condominium. This election shall be filed in the records of Summit County and a copy sent to the Secretary of the Diamond Shores Condominium Association to be kept in the Association's records.

Signed as of the date and year written below. (Note: In case the Unit Owner is married, both spouses must sign).

Unit No. A-3:

George Nutual — Dated: 1-03-01

Janis Nutual — Dated: 1-3-01

Unit No. A-2:

Blasé Iuliano — Dated: 12/4/00

Barbara Iuliano — Dated: 12/04/00

Unit No. A-1:

Don Murfin — Dated: 1-04-01

Linda Murfin — Dated: 1-04-01

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Unit No. B-3:

Elaine McCoy Dated: 1-4-01
Elaine McCoy

(Spouse) Dated:

Unit No. B-2:

Robert Jones Dated: 1-4-01
Robert Jones

(Spouse) Dated:

Unit No. B-1:

Larry Walker Dated: 1-12-01
Larry Walker

Mary Ann Walker Dated:
Mary Ann Walker

Unit No. 22:

Kimberly Clark Dated: 1-12-01
Kimberly Clark

(Spouse) Dated:

Unit No. 23:

Karen Clark Dated: 1-12-01
Karen Clark

(Spouse) Dated:

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FRANK WILLIAMS, SUMMIT CO AUDITOR

DIAMOND SHORES CONDOMINIUM ASSOCIATION

By: Barbara Williams Dated: 01/22/01

Its: President

By: Kim Clark Dated: 1/22/01

Its: Secretary

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Exhibit B

LEGAL DESCRIPTION OF "SITE 14"

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Exhibit B

LEGAL DESCRIPTION OF "SITE 14"

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EXHIBIT B

DIAMOND SHORES
PHASE V
August 1997

Situated in the City of Green (formerly the Township of Green), County of Summit, State of Ohio and known as being part of Section 6 in said Township and being more completely described as follows:

Commencing at a 3/4" open top marking the northwest corner of Diamond Shores Condominium Phase 1, as recorded in Cabinet I, slides 613-616, Summit County Records. Thence along the south line of land owned by Cary, as recorded in Deed Vol. 6666, page 317, Summit County Records N 76d-34'-25" W a distance of 101.31 to the place of beginning for the parcel herein described.

1. Thence S 44d-57'-08" W a distance of 82.68 feet to a curve bearing to the left.

2. Thence along said curve (tangent bearing S 87d-23'-57" W, radius 31.45 feet, delta 59d-11'-06", chord 31.06 feet, chord bearing S 57d-48'-24" W, tangent 17.86 feet) an arc distane of 32.49 feet.

3. Thence N 55d-06'-19" W a distance of 143.51 feet to the west line of land belonging to the State of Ohio.

The following three courses are along land beginning to the State of Ohio

1. Thence N 27d-29'-38" E a distance of 7.56 feet.

2. Thence N 42d-49'-21" E a distance of 29.92 feet.

3. Thence N 20d-23'-43" E a distance of 6.80 feet.

4. Thence S 76d-34'-25" E a distance of 181.16 feet to the place of beginning.

The above described parcel of contains 0.2690 acres as surveyed by Lawrence L. Butterworth, Reg. Sur. 5916 in August 1997. The meridian is reference to the Ohio State Plane Coordinate System North Zone 1927 Datum.

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Exhibit C

LEGAL DESCRIPTION OF ADDITIONAL LIMITED COMMON AREA FOR UNIT A-1

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Phase 7
0.3997 Acres
January 9, 2001

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FRANK WILLIAMS, SUMMIT CO AUDITOR

Situated in the City of Green, County of Summit, State of Ohio and being part of Section 6 formerly Green Township and being more completely described as follows:

Commencing at the Northwest corner of Phase 5 Diamond shores Condominium as recorded in Rec. NO. 54055123, Summit County Records, State Plane Coordinates N 482882.85,E 2,271,359.46; 1927 Datum.

1) Thence S-20d-23'-43"W a distance of 6.80 ft.

2) Thence S-42d-49'-21"W a distance of 29.92 ft.

3) Thence S-27d-39'-38"W a distance of 7.56 ft. to the place of beginning for the phase herein described.

1) Thence S-55d-06'-19"E a distance of 143.53 ft.to the North line of an egress/ingress easement as recorded in O.R. 2017 Page 496, Summit County Records.

The following three courses are along the North line of said easement.

1) Thence along a curve to the left (tangent bearing S 28d'12'51" W, delta 12d-31'-00", radius 31.45 ft., chord 6.86 ft., chord bearing S-21d-57'-21"W) an arc distance of 6.87 ft. to the p.c. of a curve to the right.

2) Thence along said curve (delta 23d-37'-29", radius 24.00 ft., chord 9.83 ft., chord bearing S-27d-30'-35"W) an arc distance of 9.90 ft. to a curve bearing to the right.

3) Thence along said curve (delta 25d-48'-11", radius 322.65 ft. chord 144.08 ft., chord bearing S-52d-13'25"W) an arc distance of 145.30 ft.

4) Thence N-20d-38'-40"W a distance of 159.26 ft.to the Southerly Boundary of Portage Lakes.

The following thru courses are a long said Boundary.

1) Thence N-76d-20'-03"E a distance of 35.77 ft.

2) Thence N-46d-02'-56"E a distance of 28.07 ft.

3) Thence N-27d-39'-38"E a distance of 9.57 ft. to the place of beginning.

The above described parcel contains 0.3997 ft., as Surveyed by Lawrence L. Butterworth, Registered surveyor 5916, in December, 2000.

The meridian is referenced to the Ohio State Plane Grid System North Zone 1927 Datum.

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FRANK WILLIAMS, SUMMIT CO AUDITOR

Exhibit D

LEGAL DESCRIPTION OF THE LIMITED COMMON AREA FOR FUTURE UNIT 15

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FRANK WILLIAMS, SUMMIT CO AUDITOR

EXHIBIT D

DIAMOND SHORES

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CONDO 300.40
FRANK WILLIAMS, SUMMIT CO AUDITOR

Combined Phase V and VII
0.6687 Acres
May, 2001

Situated in the City of Green, County of Summit, State of Ohio and being part of Section 6 formerly Green Township and being more completely described as follows:

Commencing at the northwest corner of Phase 5 Diamond Shores Condominium as recorded in Rec.No. 54055123, Summit County Records, State Plane Coordinates N 482882.85, E 2,271,359.46; 1927 Datum.

1) Thence S-76d-34'-25"E along north line of Phase 5 a distance of 181.16 ft.

2) Thence S-44d-57'-08"W a distance of 82.68 ft. to the north line of an egress/ingress easement as described in O.R. 2017, Pg. 496 Summit County Records.

The following 3 courses are along said easement.

1) thence along a curve to the left (tangent bearing S-87d23'-57"W, radius 31.45, delta 71d-42'-06", chord 36.84, chord bearing S-51d-32'-54"W,tangent 22.73, radius 31.45 an arc distance of 39.36 ft.to a point of reverse curve.

2) Thence along a curve to the left (delta 23d-38'-04", chord 9.83, chord bearing S-27d-30'-35"W, tangent 5.02, radius 31.45 an arc distance of 9.90 ft. radius

3) Thence along a curve to the left (delta 25d-48'-08", chord 144.08, chord bearing S-52"13'25"W, tangent 73.91, radius 322.65) an arc distance of 145.30 ft.

4) Thence N-20d-38'-40"W a distance of 159.26 ft.

5) Thence N-76d-20'-03"E a distance of 35.77 ft.

6) Thence N-46d-02'-56"-E a distance of 28.07.

7) Thence N-27d-39'-38"E a distance of 17.13 ft.

8) Thence N-42d-49'-21"E a distance of 29.92 ft.

9) Thence N-20d-23'-43"E a distance of 6.80 ft. to the place of beginning.

The above described parcel contains 0.6687 acres, as Surveyed by Lawrence L. Butterworth, Registered Surveyor 5916, in May,

2001.

The meridian is referenced to the Ohio State Plane Grid System North Zone 1927 Datum.2

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FRANK WILLIAMS, SUMMIT CO AUDITOR

Exhibit E

LEGAL DESCRIPTION OF THE PORTION OF THE ADDITIONAL PROPERTY BEING ADDED TO THE CONDOMINIUM PROPERTY AS PHASE 6 (UNIT 17) PURSUANT TO THIS FOURTH AMENDMENT

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EXHIBIT E

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FRANK WILLIAMS, SUMMIT CO AUDITOR

Phase 6
0.3514 Acres
January 9, 2001
Revised May 18,2001

Situated in the City of Green, County of Summit, State of Ohio and known as being part of Section 6, formerly Green Township and being more completely described as follows:

Commencing at the northwest corner of Phase 5 Diamond Shores Condominium as recorded in Rec. No. 54055123, Summit County Records, state plane coordinates N 482882.85 E2,271,395.46, 1927 Datum.

1) Thence S-20d-23'-43"W a distance of 6.80 ft.

2) Thence S-42d-49'-21"W a distance of 29.91 ft.

3) Thence S-27d-39'-38"W a distance of 17.13 ft.

4) Thence S-46d-02'-56"W a distance of 28.07 ft.

5) Thence S-76d-20'-03"W a distance of 35.77 ft. to the place of beginning for the Phase herein described.

1) Thence S-20d-38'-40"E a distance of 159.26 ft.to the North line of an egress/ingress easement as described in O.R. 2017, page 496 Summit County Records.

The following four courses are along the North line of said easement.

1) Thence S-65d-07'-30"W a distance of 4.38 ft. to the p.c. of a curve to the right.

2) Thence along said curve (delta 70d-14'-54", radius 24.00, chord 27.62 ft., chord bearing N-79d-45'-04"W) an arc distance of 29.43 ft. to the p.c. of a curve to the left.

3) Thence along said curve (delta 58d-30'-28", radius 90.50 ft., chord 88.45 ft., chord bearing N-73d-52'-51"W) an arc distance of 92.42 ft. to the pc of a curve to the right.

4) Thence along said curve (delta 05d-18'-09", radius 233.50 ft., chord 21.60 ft., chord bearing S-79d-30'-59"W an arc distance of 21.61 ft.

5) Thence N-16d-05'-01"W a distance of 118.25 ft.

6) Thence N-85d-01'-40"E a distance 102.85 ft.

7) Thence N-76d-20'-03"E a distance of 11.85 ft. to the

place of beginning.

The above described parcel contains 0.3514 acres as Surveyed by Lawrence L. Butterworth, Registered Surveyor #5916 in December, 2000. The meridian is referenced to the Ohio State Plane Grid System North Zone 1927 Datum.

FRANK WILLIAMS, SUMMIT CO AUDITOR
54561606
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CONDO 300.40

Exhibit F

DETAIL BUILDING SHEETS FOR PHASE 6 (UNIT 17)

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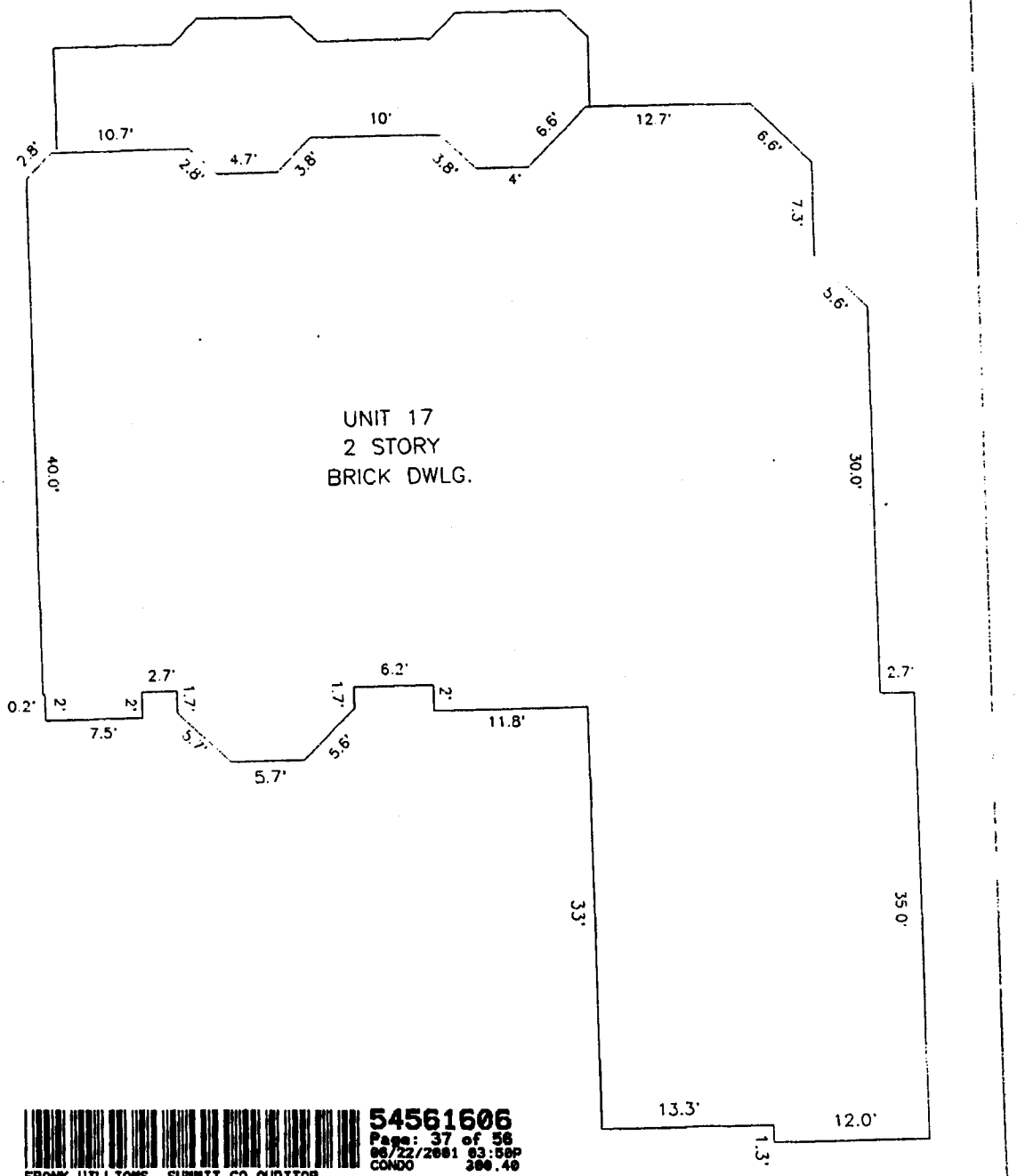
Page: 36 of 56
05/22/2001 03:50P
CONDO 300.40
FRANK WILLIAMS, SUMMIT CO AUDITOR

EXHIBIT F



54561606
Page: 37 of 58
06/22/2001 03:58P
CONDO 200.40
FRANK WILLIAMS, SUMMIT CO AUDITOR

Exhibit G

DRAWINGS, SHOWING THE GENERAL PLAN AND LOCATION OF NINE (9) COMPLETED UNITS IN THE CONDOMINIUM AFTER INCLUSION OF PHASE 6 (UNIT 17) AND PHASE 7 (LIMITED COMMON AREA FOR UNIT A-1)

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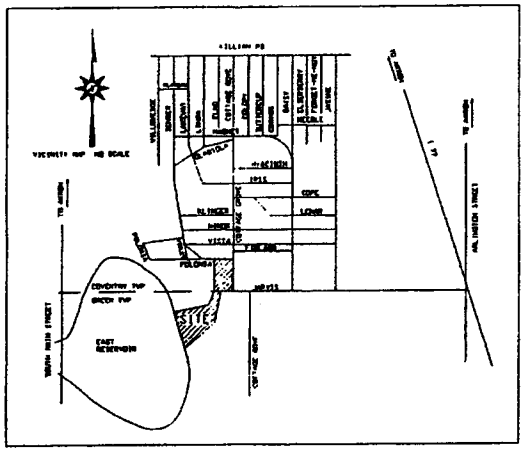
CONDO 300.40
FRANK WILLIAMS, SUMMIT CO AUDITOR

DIAMOND SHORES CONDOMINIUM

PHASES VI & VII

SITUATED IN THE CITY OF GREEN, AND THE TOWNSHIP OF COVENTRY, COUNTY OF SUMMIT, STATE OF OHIO

EXHIBIT G



I hereby certify that page two of this set of drawings delineates the limits of PHASE VI & VII

STATE OF OHIO LAWRENCE L. BUTTERWORTH 5915 REGISTERED SURVEYOR

Lawrence L. Butterworth, P.S 5915 — date 5-21-01

STATE OF OHIO JOHN VOLOSEN 45145 REGISTERED ENGINEER

John Volosen, P.E. 45145 — date 5/22/2001

GREISSING & BUTTERWORTH
SURVEYORS
990 NORTH MAIN STREET
AKRON, OHIO 44310
(330) 253-2429

PAGE

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CONDO 300.40
FRANK WILLIAMS, SUMMIT CO AUDITOR

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Page: 40 of 56
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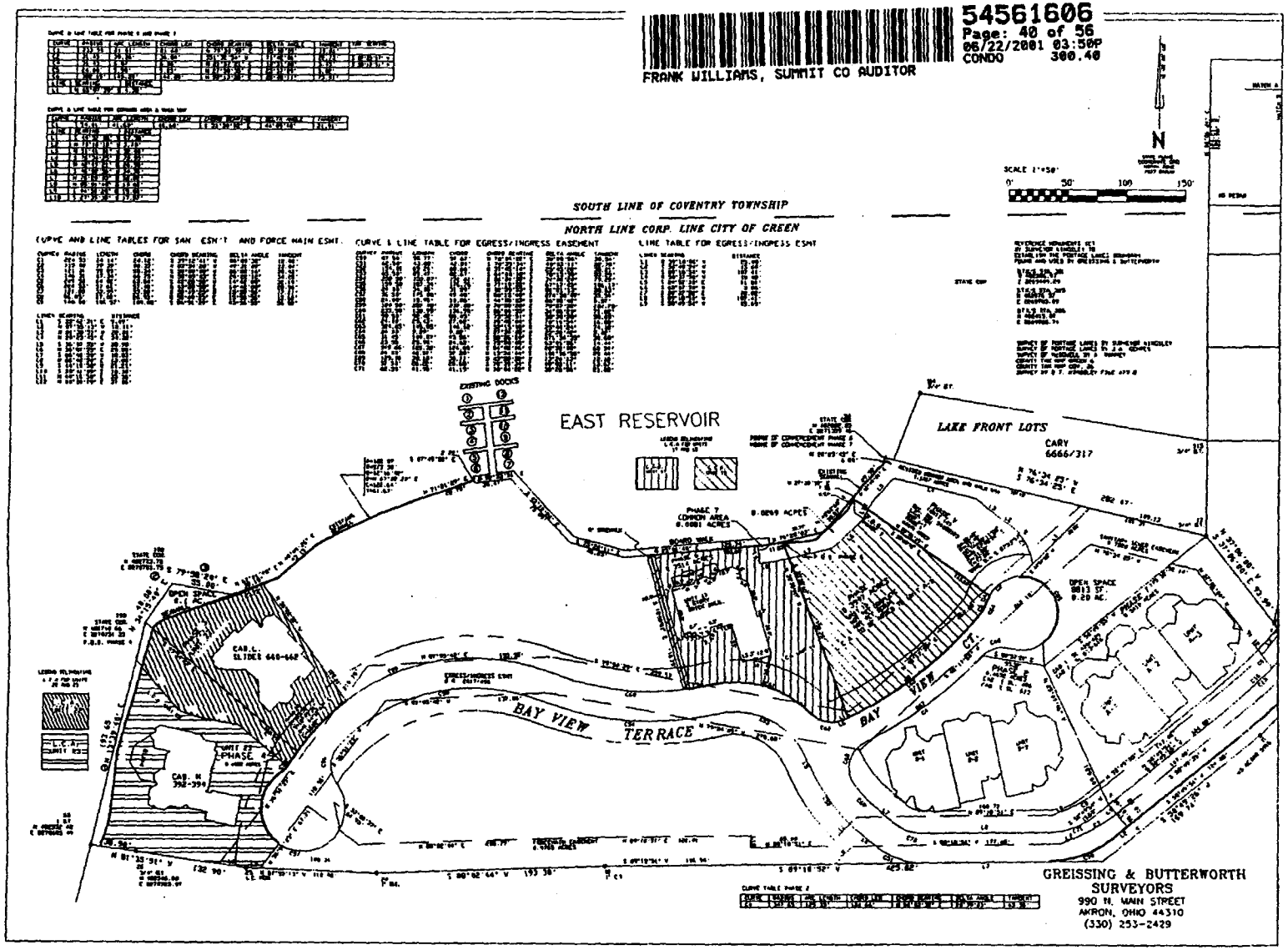
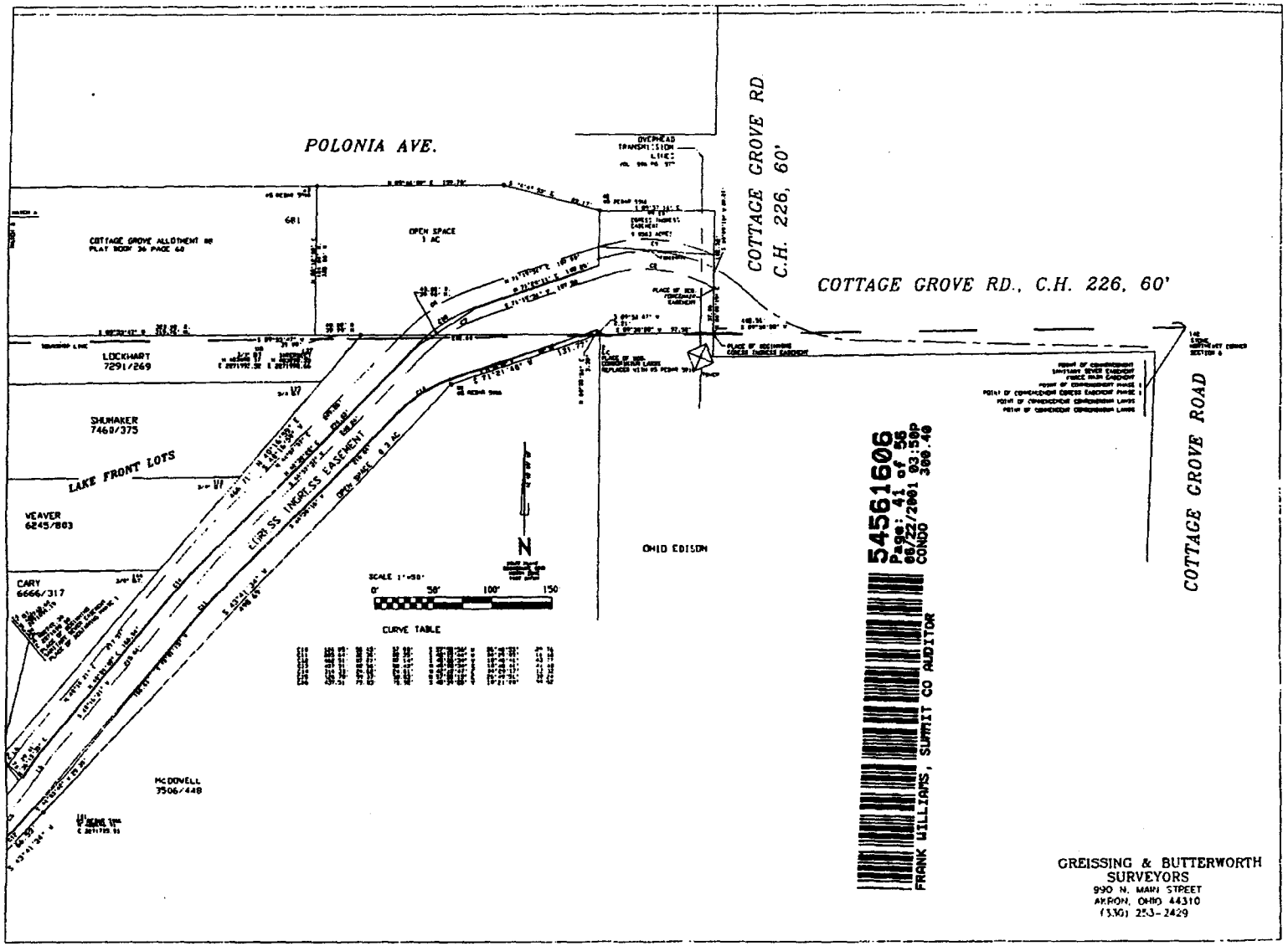
CONDO 300.40
FRANK WILLIAMS, SUMMIT CO AUDITOR




POLONIA AVE.
COTTAGE GROVE RD.
C.H. 226, 60'
COTTAGE GROVE RD., C.H. 226, 60'
COTTAGE GROVE ROAD
COTTAGE GROVE ALLOTMENT 88
PLAT BOOK 36 PAGE 60
681
OPEN SPACE
1 AC
LOCKHART
7291/269
SHUMAKER
7469/375
LAKE FRONT LOTS
VEAVER
6245/803
CARY
6666/317
McDOWELL
3506/448
EGRESS INGRESS EASEMENT
OPEN SPACE 0.2 AC
OHIO EDISON
OVERHEAD TRANSMISSION LINES
SCALE 1"=50'
0'
50'
100'
150
N
CURVE TABLE
54561606
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CONDO 300.40
FRANK WILLIAMS, SUMMIT CO AUDITOR
GREISSING & BUTTERWORTH
SURVEYORS
990 N. MAIN STREET
AKRON, OHIO 44310
(330) 253-2429

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Page: 42 of 56
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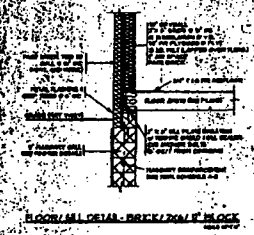
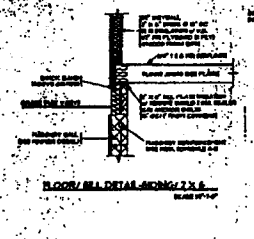
CONDO 300.40
FRANK WILLIAMS, SUMMIT CO AUDITOR

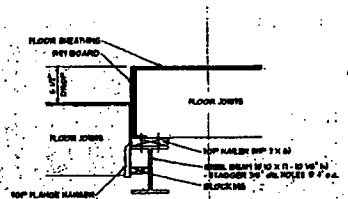
EXHIBIT H
Page 1 of 7



FLOOR/ SILL DETAIL - BRICK/ 2X4/ 8" BLOCK

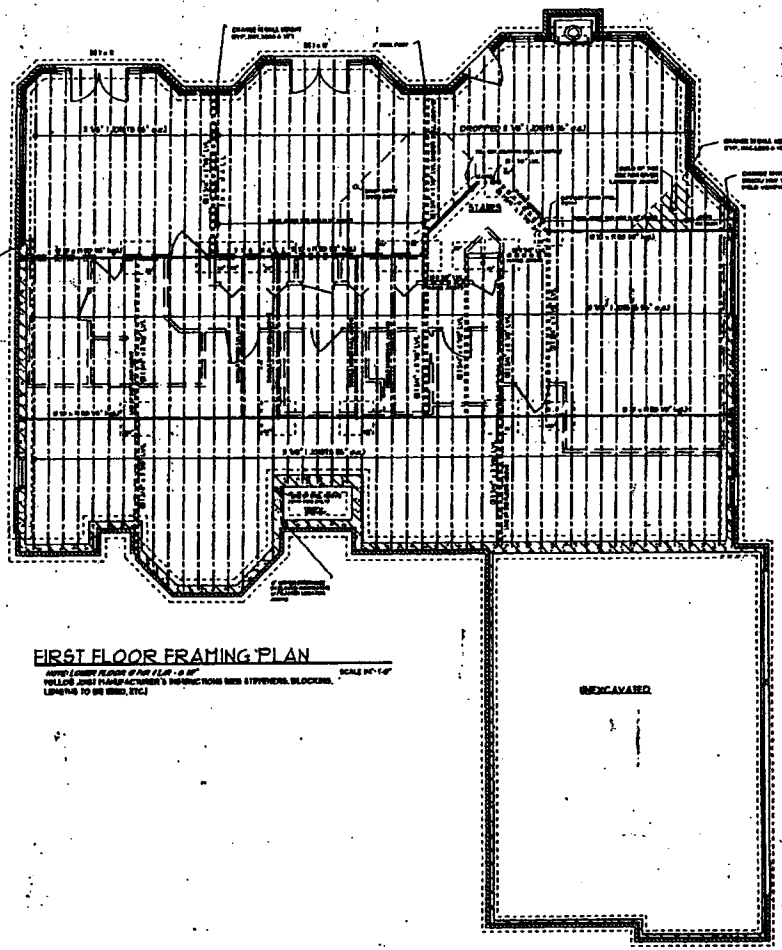


FLOOR/ SILL DETAIL -SIDING/ 2 X 6



FLOOR SHEATHING
3/4" BOARD
FLOOR JOISTS
2X4" NAILER (WP 1 X 6)
2X6" PLANGE HANGER
BLOCKING

FIRST FLOOR FRAMING PLAN



GENERAL NOTES

NOTE

CLARK
RESIDENCE
1ST FLOOR FRAMING
PLAN & WALL SECTIONS
S-1

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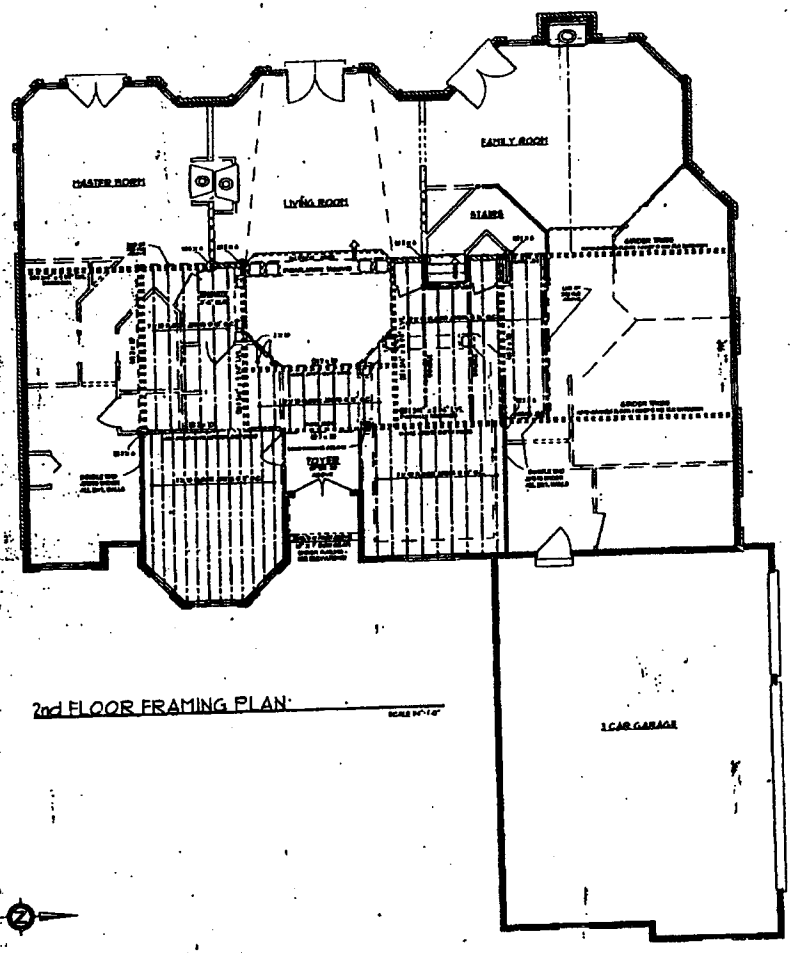
06/22/2001 03:50P
CONDO 300.40
FRANK WILLIAMS, SUMMIT CO AUDITOR

EXHIBIT B
Page 2 of 2



2nd FLOOR FRAMING PLAN

GENERAL NOTES

NOTE

CLARK
RESIDENCE
2nd FLOOR FRAMING PLAN
S-2

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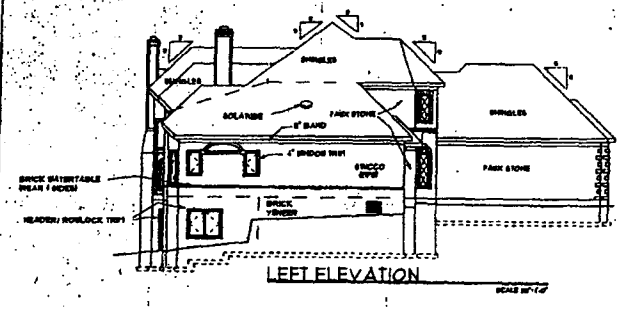
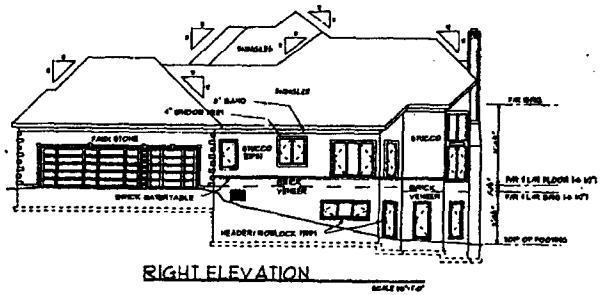
CONDO 300.40
FRANK WILLIAMS, SUMMIT CO AUDITOR

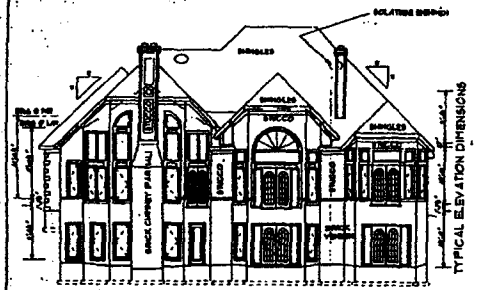
EXHIBIT H
Page 3 of 7



LEFT ELEVATION

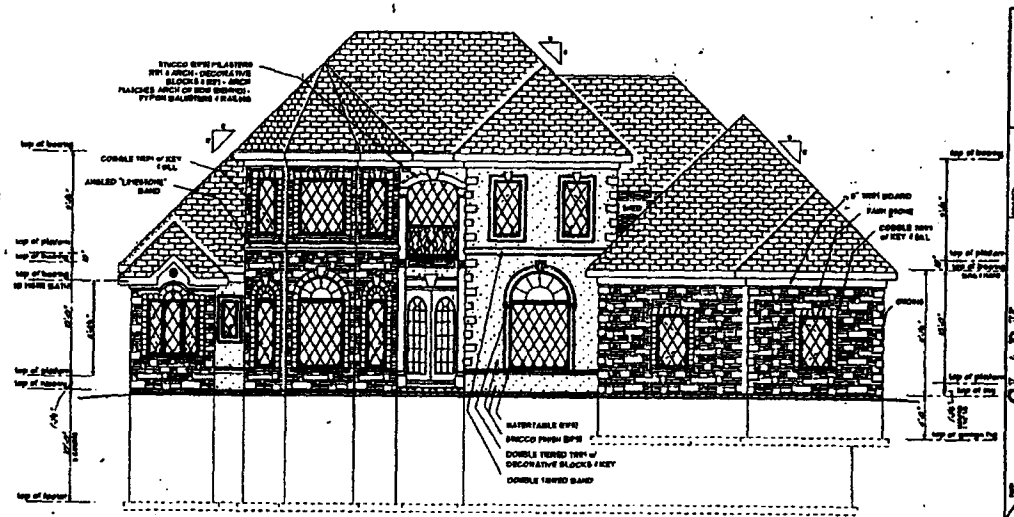


RIGHT ELEVATION



REAR ELEVATION

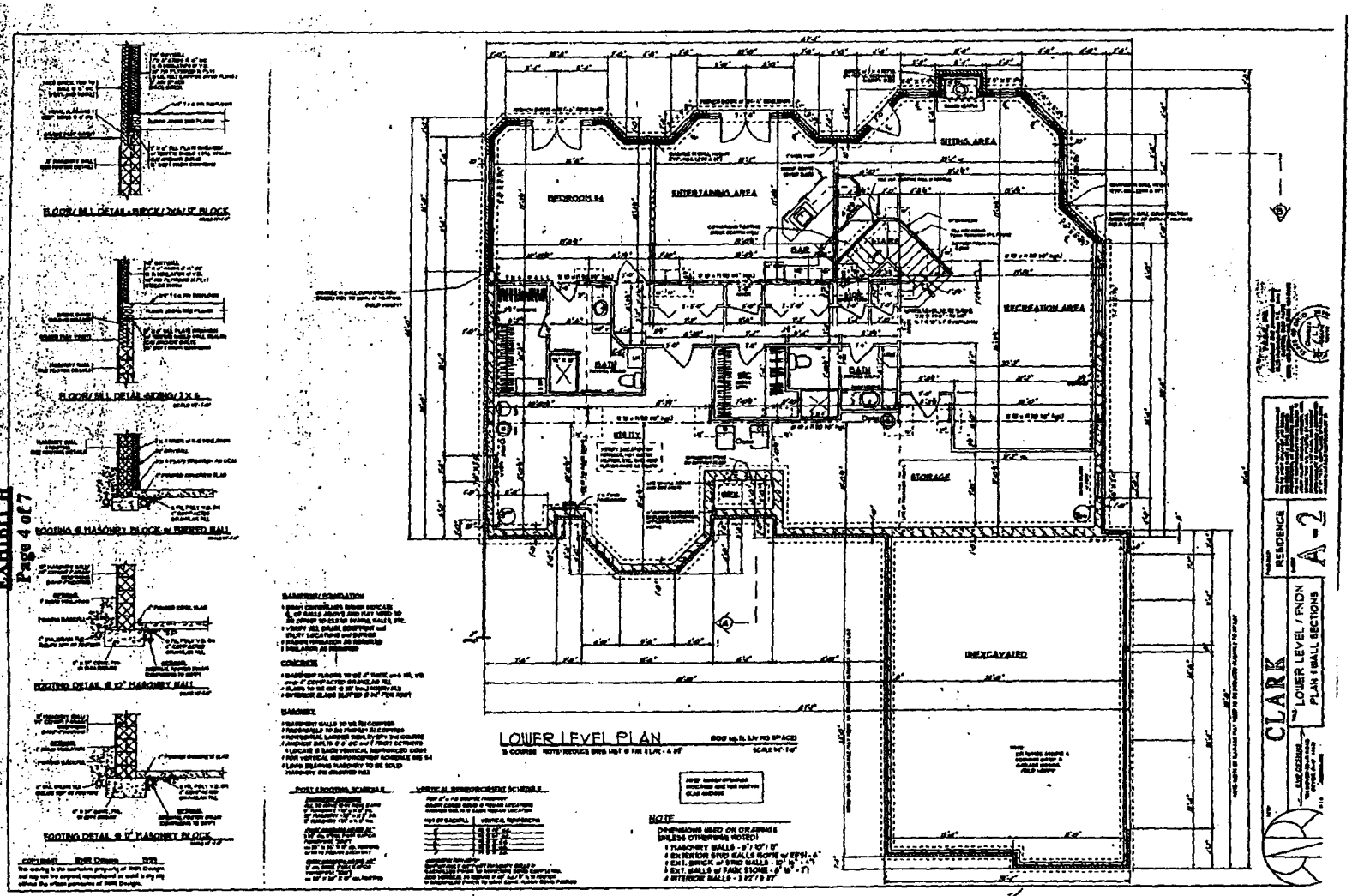
TYPICAL ELEVATION DIMENSIONS



FRONT ELEVATION

CLARK RESIDENCE
ELEVATIONS
A-1

EXHIBIT H
Page 4 of 7



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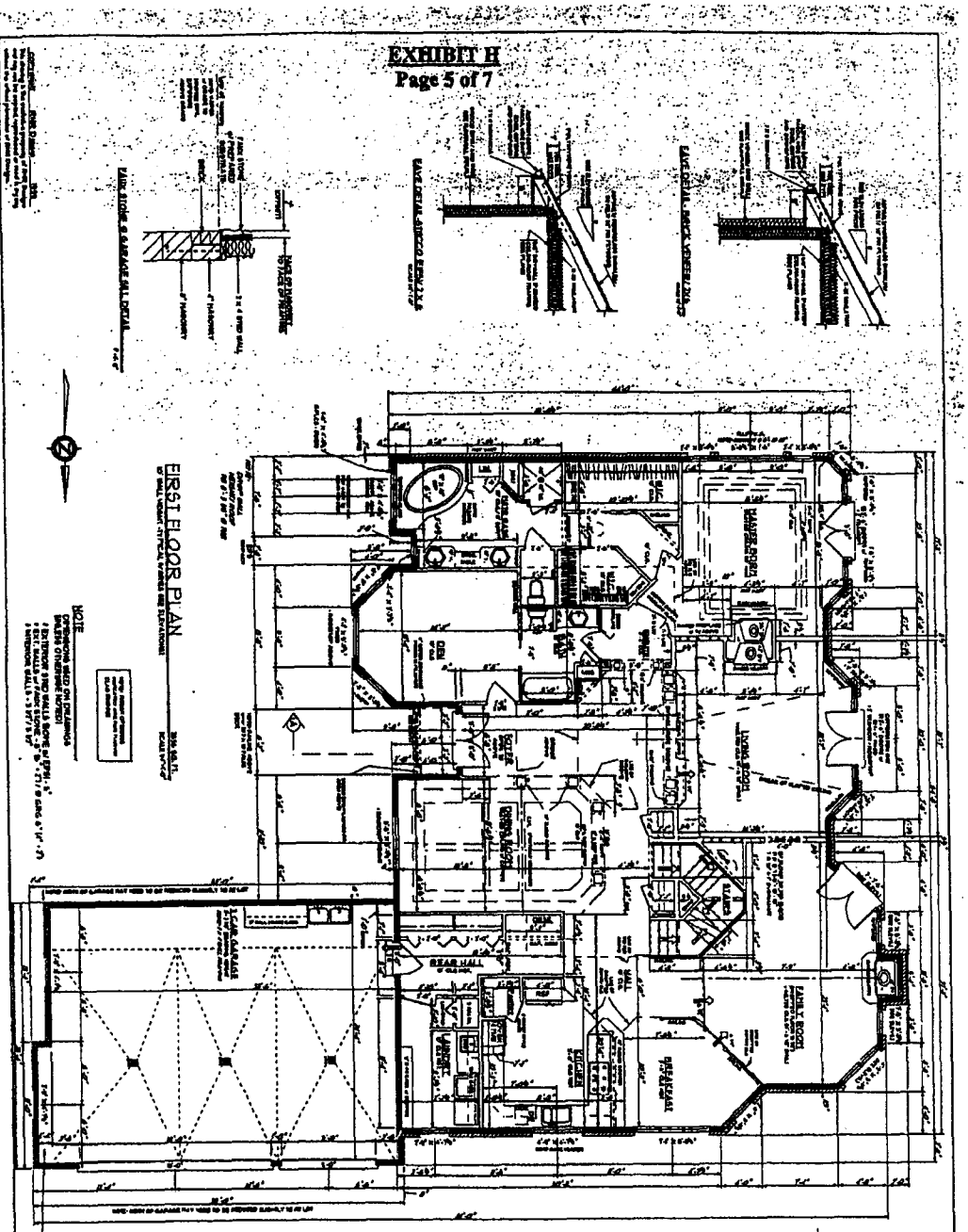
CONDO 300.40
FRANK WILLIAMS, SUMMIT CO AUDITOR



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CONDO 300.46
FRANK WILLIAMS, SUMMIT CO AUDITOR

CLARK

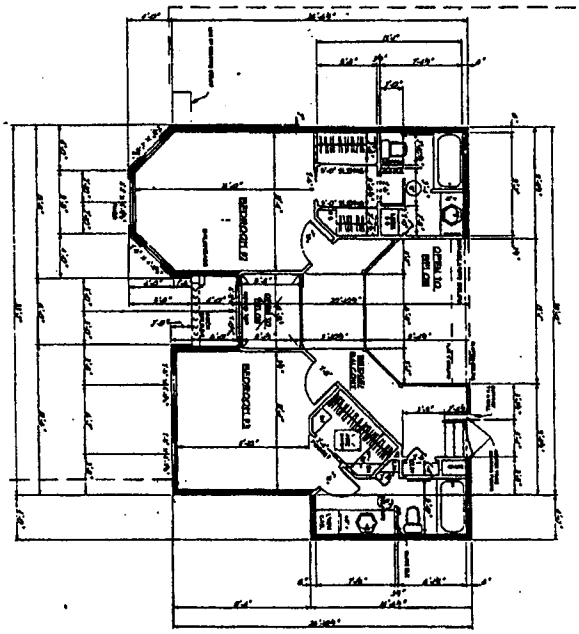
RESIDENCE

FIRST FLOOR PLAN
4 WALL SECTIONS

A-3

GENERAL NOTES

SECOND FLOOR PLAN



NOTE

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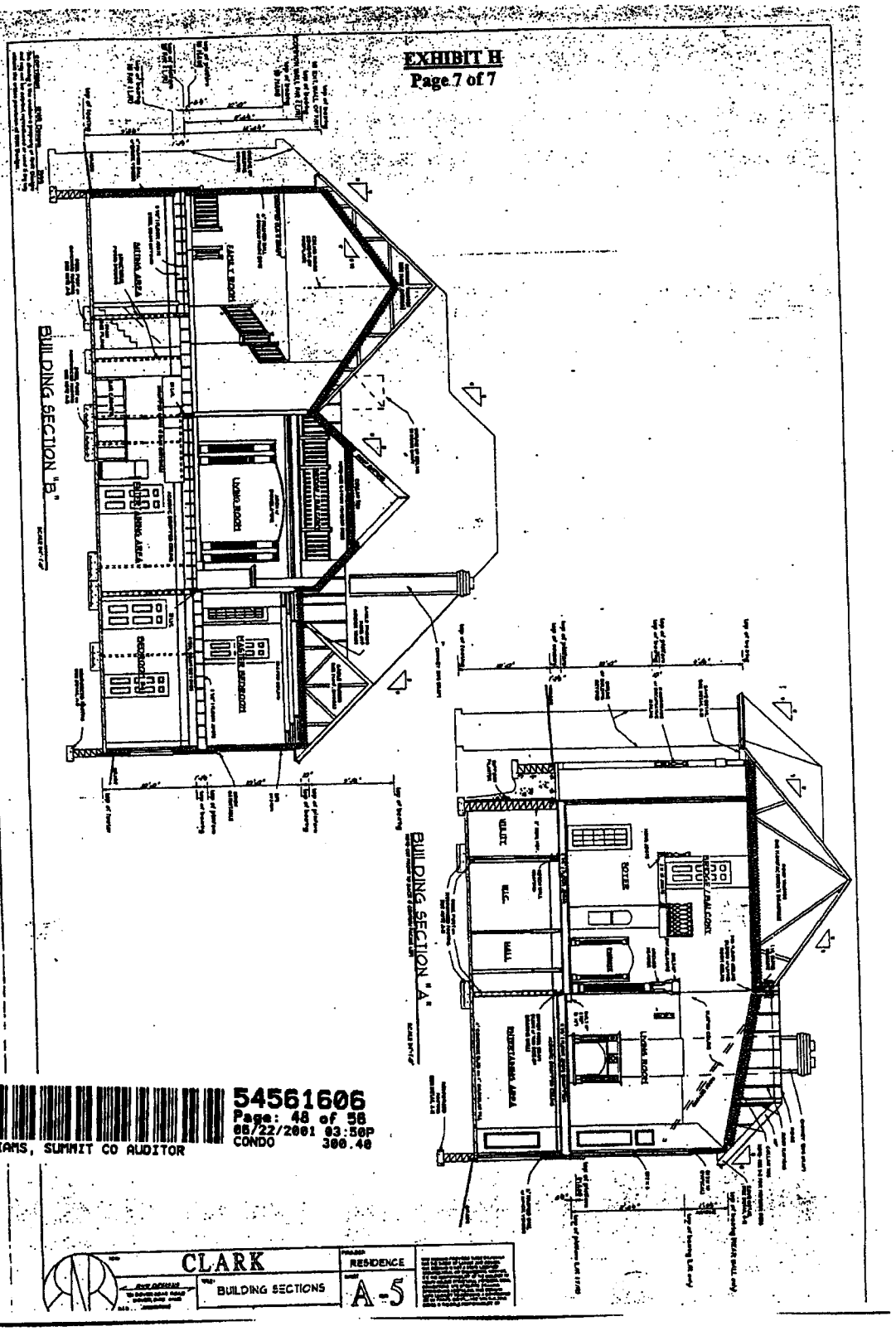
CONDO 300.40
FRANK WILLIAMS, SUMMIT CO AUDITOR

CLARK

RESIDENCE

SECOND FLOOR PLAN
GENERAL NOTES

A-4



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FRANK WILLIAMS, SUMMIT CO AUDITOR

CLARK | RESIDENCE | BUILDING SECTIONS | A-5

Exhibit I

SCHEDULE OF PERCENTAGES OF INTEREST, AS AMENDED AFTER INCLUSION OF PHASE 6 (UNIT 17) AND PHASE 7 (ADDITION TO UNIT A-1 LIMITED COMMON AREA FOR UNIT A-1)

Unit No.	Percentage of Interest (All Units)	Percentage of Interest for Allocation of Maintenance Fund Account Assessments for Units Designated as A, B, or C	Percentage of Interest for Allocation of Maintenance Fund Account Assessments for Units with a Unit Number (e.g., Unit 22)
A-1	15.8%	33.8%	0.0%
A-2	5.8%	12.4%	0.0%
A-3	6.4%	13.8%	0.0%
B-1	6.4%	13.8%	0.0%
B-2	5.8%	12.4%	0.0%
B-3	6.4%	13.8%	0.0%
Unit 17	19.2%	0.0%	36.0%
Unit 22	17.1%	0.0%	32.0%
Unit 23	17.1%	0.0%	32.0%
	100%	100.0%	100.0%

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08/22/2001 03:50P
CONDO 300.40
FRANK WILLIAMS, SUMMIT CO AUDITOR

EXHIBIT J

AFFIDAVIT OF MAILING NOTICE OF FOURTH AMENDMENT TO DECLARATION OF CONDOMINIUM OWNERSHIP FOR DIAMOND SHORES CONDOMINIUM TO MORTGAGE HOLDERS OF RECORD

STATE OF OHIO)
) SS:
COUNTY OF SUMMIT)

NOW COMES the undersigned, Barbara Iuliano, President of the Diamond Shores Condominium Association, being first duly sworn states as follows:

1. I have personal knowledge of the facts stated herein.

2. A copy of the Fourth Amendment to Declaration of Condominium Ownership for Diamond Shores Condominium has been mailed by certified mail to all the mortgage holders having a bona fide lien of record against any Unit in the Diamond Shores Condominium.

FURTHER AFFIANT SAYETH NAUGHT.

AFFIANT:

Barbara Iuliano

Barbara Iuliano

Sworn to before me and subscribed in my presence this 1st day of June, 2001.

Mary Lou Clark

NOTARY PUBLIC

My Comm. exp. 7-6-03

This Instrument Prepared by:
John M. Coyne, III, Esq.
Roetzel & Andress
A Legal Professional Association
222 South Main Street
Akron, Ohio 44308

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CONDO 300.40
FRANK WILLIAMS, SUMMIT CO AUDITOR

395358:1

EXHIBIT K

CERTIFICATION BY SECRETARY OF THE DIAMOND SHORES CONDOMINIUM ASSOCIATION FOURTH AMENDMENT TO DECLARATION OF CONDOMINIUM OWNERSHIP FOR DIAMOND SHORES CONDOMINIUM

The undersigned hereby certifies that he is the acting Secretary of The Diamond Shores Condominium Association ("Association") and that pursuant to the Affidavit of the President of the Association a copy of the Fourth Amendment to Declaration of Condominium Ownership for Diamond Shores Condominium has been mailed by certified mail to all mortgagees having a bona fide lien of record against the Unit within the Condominium. The attached List A is a list of those mortgagees who have consented to the Amendment and a list of mortgagees who have not consented to the Amendment.

The foregoing is hereby certified on this 1st day of June, 2001.

DIAMOND SHORES CONDOMINIUM ASSOCIATION

By: Robert E Jones
Robert E. Jones

Its: Secretary

Sworn to before me and subscribed in my presence this 1st day of June, 2001.

MaryAnn Clark
NOTARY PUBLIC

My Comm. exp. 7-6-03

This Instrument Prepared by:
John M. Coyne, III, Esq.
Roetzel & Andress
A Legal Professional Association
222 South Main Street
Akron, Ohio 44308

395363:1

54561606
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CONDO 300.40
FRANK WILLIAMS, SUMMIT CO AUDITOR

LIST A

CERTIFICATION OF CONSENTING AND NON-CONSENTING MORTGAGEES

I, Robert E. Jones, Secretary of The Diamond Shores Condominium Association, hereby certify the following to be the consenting and non-consenting mortgagees of the Fourth Amendment to Condominium Ownership of Diamond Shores Condominium.

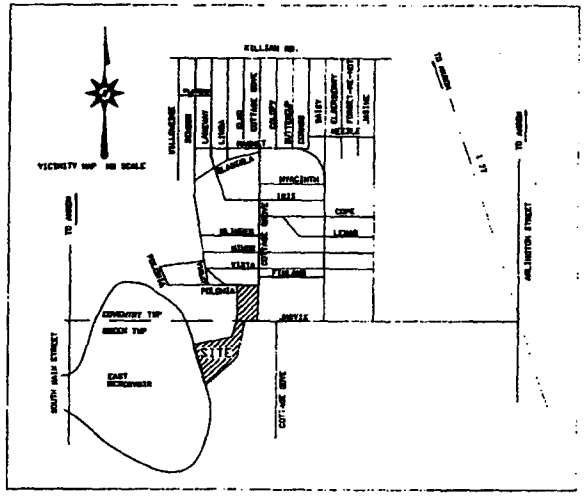
UNIT NO.	CONSENTING MORTGAGEE	NON-CONSENTING MORTGAGEE
Unit A-3		
Unit A-2		
Unit A-1		
Unit B-3		
Unit B-2		
Unit B-1		
Unit 22		
Unit 23		
Unit 17		

Plat Approved By
TAX MAP DEPARTMENT
6-20-01 Dick Boyer
28 12896
GR-0005097-002 000

DIAMOND SHORES CONDOMINIUM

PHASES VI & VII

SITUATED IN THE CITY OF GREEN, AND THE TOWNSHIP OF COVENTRY, COUNTY OF SUMMIT, STATE OF OHIO



TRANSFERRED
01 JUN 22 PM 3:42
FRANK WILLIAMS
COUNTY AUDITOR

TRANSFERRED IN COMPLIANCE WITH
SEC. 319.202 REV. CODE
$ Exempt $ NC FEE
Consideration
FRANK WILLIAMS BY
County Auditor Deputy Auditor

I hereby certify that page two of this set of drawings delineates the limits of PHASE VI & VII

STATE OF OHIO
LAWRENCE L. BUTTERWORTH
5915
REGISTERED
SURVEYOR

Lawrence L. Butterworth 5-22-01
Lawrence L. Butterworth, P.S. 5915 date

STATE OF OHIO
JOHN VOLOSEN
45145
REGISTERED
ENGINEER

John Volosen 5/22/2001
John Volosen, P.E. 45145 date

GREISSING & BUTTERWORTH
SURVEYORS
990 NORTH MAIN STREET
AKRON, OHIO 44310
(330) 253-2429

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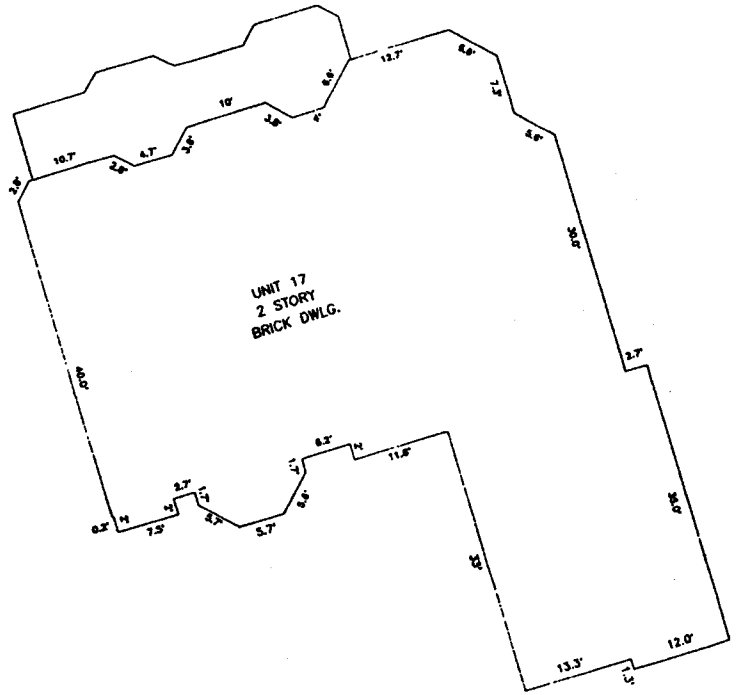
FRANK WILLIAMS, SUMMIT CO AUDITOR



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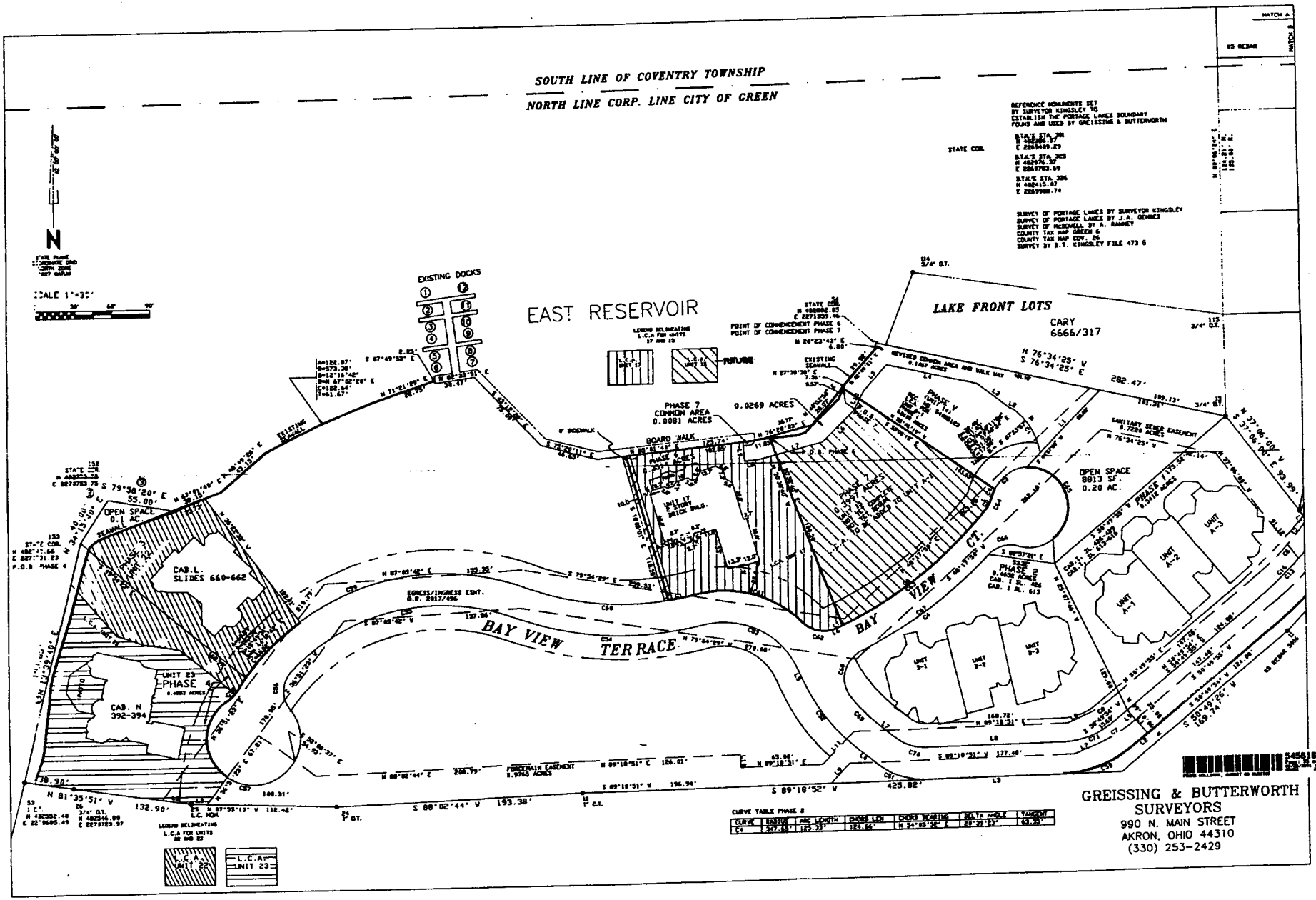
CONDO 300.40
FRANK WILLIAMS, SUMMIT CO AUDITOR



CURVE TABLE PHASE 2

CURVE	RADIUS	ARC LENGTH	CHORD LEN	CHORD BEARING	DELTA ANGLE	TANGENT
C4	347.65'	125.33'	124.66'	N 54°03'32" E	20°39'23"	63.35'

MIDLAND COMMERCE BOX

54055123
Page: 1 of 17
09/08/97 10:55A
James B. McCarthy DC 109.20

THIRD AMENDMENT TO DECLARATION

OF CONDOMINIUM OWNERSHIP

FOR DIAMOND SHORES CONDOMINIUM

This will certify that a copy of this Third Amendment has been filed in the office of the County Auditor, Summit County, Ohio.

The original Declaration has been filed and recorded in Volume OR 1319, Pages 110 through 215, inclusive, as amended by the First Amendment filed in Volume 2017, Pages 473 through 523, inclusive, as amended by the Second Amendment filed in Volume 2371, Pages 714 through 737, inclusive, of the Summit County, Ohio, Record of Deeds, and further identified in Plat Cabinet I, Slide Nos. 426 to 429, inclusive, as amended in Plat Cabinet L, Slide 660, as amended in Plat Cabinet N, Slide 392 through 394, inclusive.

James B McCarthy
Summit County Auditor

TRANSFER NOT NECESSARY
9-8-97
James B. McCarthy County Auditor

By: David E. Jones, Deputy Auditor

Date: 09-08-97

This Instrument Prepared By:
ROETZEL & ANDRESS
A legal Professional Association
75 East Market Street
Akron, OH 44308
(330) 376-2700

LIST OF DOCUMENTS AND EXHIBITS

1. Third Amendment to Declaration of Condominium Ownership for Diamond Shores Condominium.

2. Exhibit A - Legal description of the portion of the Additional Property being added to the Condominium Property as Phase V pursuant to the Third Amendment.

3. Exhibit B - Drawings, showing general plan and location of the Condominium Buildings, after inclusion of Phase V.

4. Exhibit C - Schedule of Percentages of Interest, as amended after inclusion of Phase V to the Condominium.

THIRD AMENDMENT TO DECLARATION OF CONDOMINIUM OWNERSHIP FOR DIAMOND SHORES CONDOMINIUM

WHEREAS, on the 21st day of May, 1993, CLARK AND VOLOSEN, INC., an Ohio corporation, hereinafter referred to as "Developer," submitted certain properties in the City of Green, Summit County, Ohio, to the provisions of Chapter 5311 of the Ohio Revised Code as Condominium Property by filing with the Summit County Auditor an instrument entitled "Declaration of Condominium Ownership for Diamond Shores Condominium" (the "Declaration"), which Declaration was recorded in Volume OR 1319, Pages 110 through 215, inclusive, of the Summit County Record of Deeds, and in Plat Cabinet I, Slide Nos. 426 to 429, inclusive of the Summit County Record of Plats; and

WHEREAS, on September 26, 1995, the Declaration was amended by the First Amendment of Declaration ("First Amendment"), adding Phases II and III to the Condominium, by instrument recorded in Volume 2017, Pages 473 through 523, inclusive, of the Summit County, Ohio, Record of Deeds, and in Plat Cabinet L, Slide 660, of the Summit County, Ohio, Record of Plats; and

WHEREAS, on February 28, 1997, the Declaration was amended by the Second Amendment of Declaration ("Second Amendment"), adding Phase IV to the Condominium, by instrument recorded in Volume 2371, Pages 714 through 737, inclusive, of the Summit County, Ohio, Record of Deeds, and in Plat Cabinet N, Slides 392 through 394 inclusive, of the Summit County Record of Plats; and

WHEREAS, Article XV of the Declaration reserves to Developer the right to amend the Declaration and the Drawings for the purpose of submitting certain additional properties to the

54055123
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09/08/97 10:55A
James B. McCarthy DC 109.20

provisions of the Declaration and to the provisions of Chapter 5311 of the Ohio Revised Code as Condominium Property; and

WHEREAS, Developer has determined to submit a portion of the real property described on Exhibit B of the original Declaration (the "Additional Property"), which is referred to herein as Phase V; and

WHEREAS, Developer, as the owner of all of the Additional Property, desires to amend the Declaration and the Drawings as hereinafter provided pursuant to Article XV of the Declaration and Section 5311.051 of the Ohio Revised Code by submitting additional property as Limited Common Area and Facilities to Unit A-1, located on a portion of the Additional Property maintaining a total of eight (8) condominium units in Diamond Shores Condominium.

NOW, THEREFORE, Developer hereby declares as follows:

1. All of the terms used herein which are defined in the Declaration shall be interpreted as having the same meaning as defined in the Declaration.

2. Developer is the owner of the portion of the Additional Property known as Phase V, as described on Exhibit A - attached hereto, which, together with all improvements thereon, all easements, rights, appurtenances belonging thereto, is hereby submitted to the provisions of Chapter 5311 and the provisions of the Declaration, as amended hereby, and is hereby included in and made a part of the Condominium Property as additional Limited Common Area and Facilities to Unit A-1.

3. The Declaration is hereby amended in accordance with the provisions of Article XV of the Declaration and Section 5311.051 of the Ohio Revised Code in the following respects:

54055123
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09/08/97 10:55A
James B. McCarthy DC 109.20

A. Article III, Section B of the Declaration is hereby modified as follows:

"ARTICLE III. PURPOSES OF AND RESTRICTIONS ON USE OF CONDOMINIUM PROPERTY.

* * *

B. RESTRICTIONS.

(13) **Units designated with a Unit Number.** Notwithstanding anything to the contrary in this Declaration, all Units constructed or to be constructed by the Developer or other contractors and designated with a Unit Number (e.g., Unit 22) shall have a minimum of three thousand (3000) square feet of living space, with the exterior portions of the Unit constructed only of a combination of brick and synthetic stucco, or a combination of brick and wood. No aluminum or vinyl siding shall be used in the construction of such a Unit, except in facia and soffit areas.

B. Article IV, Section 2 of the Bylaws is hereby deleted in its entirety and the following substituted therefor:

"ARTICLE IV. MAINTENANCE AND IMPROVEMENTS.

* * *

Section 2. MAINTENANCE FUNDS.

The Association shall establish an account in the maintenance fund for Unit Owners owning Units designated A, B, or C for the purpose of providing for the maintenance, repair and replacement of the Common Areas and Facilities relating directly to the Units designated A, B, or C. The Association shall also establish an account in the maintenance fund for Unit Owners owning Units designated with a Unit Number (e.g., Unit 22) for the purpose of providing for the maintenance, repair and replacement of the Common Areas and Facilities relating directly to the Units designated with a Unit Number. The Association shall maintain a general fund for all Unit Owners for the purpose of providing for the maintenance, repair and replacement of the Common Areas and Facilities relating to all Units and any Maintenance Items. Any maintenance, repair or replacement done exclusively to Units designated A, B, or C shall come from the A, B, or C maintenance fund account. Any maintenance, repair or replacement done exclusively to Units designated with a Unit Number shall come from the Unit Number maintenance fund account. Any maintenance, repair or replacement for Common Areas and Facilities for all of the Unit Owners shall come from the general fund, which shall be based upon the Unit Owners percentage of ownership interest in the Common Areas and Facilities."

C. Attached hereto and incorporated by reference herein the following

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James B. McCarthy DC 109.20

Exhibits to this Third Amendment to Declaration:

(i) Exhibit A - Legal description of the portion of the Additional Property being added to the Condominium Property as Phase V pursuant to the Third Amendment.

(ii) Exhibit B - Drawings, showing general plan and location of the Condominium buildings, after inclusion of Phase V.

(iii) Exhibit C - Schedule of Percentages of Interest, as amended after inclusion of Phase V to the Condominium.

It is the intent of Developer by adopting this Third Amendment to Declaration of Condominium Ownership for Diamond Shores Condominium that the foregoing Exhibits and Amendments be made a part of the Condominium documents as though submitted with the original Declaration.

D. Developer further expressly states that any reference to the percentage of interest contained in the original Declaration and Bylaws of the Association or in any other place should be determined by using the percentages of interest of each Unit as set forth in Exhibit C attached hereto.

E. Developer further expressly states that by adopting and making this foregoing Amendment, it is its intent to add additional Limited Common Area and Facilities to Unit A-1.

F. For the purpose of providing certain information previously contained in the Declaration and required to be contained in this Amendment pursuant to Section 5311.051 of the Ohio Revised Code, Developer further expressly states that the Declaration, except as revised by this Amendment, is hereby incorporated by reference herein into this Amendment.

IN WITNESS WHEREOF, Clark and Volosen, Inc., pursuant to Article XV of the Declaration and Section 5311.051 of the Ohio Revised Code, and as owner of the land contained in the Additional Property hereby causes this instrument to be executed this 3rd day of September, 1997.

Witnessed as to all by

Mary Ann Clark
1st Witness

Mary Ann Clark
(Print or Type Name)

Helene Volosen
2nd Witness

Helene Volosen
(Print or Type Name)

CLARK AND VOLOSEN, INC.

By: Melvin H. Clark
Melvin H. Clark

Its: President

By: John Volosen
John Volosen

Its: Secretary

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09/08/97 10:55A
James B. McCarthy DC 109.20

The undersigned Kimberly Clark (fka Kimberly Clark Filkorn), a single woman and Karen Clark, a single woman, hereby acknowledge their ownership interest in the Diamond Shores Condominium by a general warranty deed recorded in Volume OR 2019, Page 661 of the Summit County Record of Deeds and by a general warranty deed recorded in Volume 2371, Page 1184 of the Summit County Record of Deeds, respectively, together with an undivided percentage interest in the Common Area and Facilities as set forth in the Declaration of Condominium Ownership, subject to change as set forth in Article XV of said Declaration, and subject to the terms and conditions of the Condominium Declaration and attachments thereto, and consent to the terms and conditions of this Third Amendment. The undersigned, their successors and assigns hereby acknowledge and grant to Developer, its successors and assigns, the consent to expand the Condominium for an additional seven (7) year period exercisable by the Developer, its successors and assigns, within six (6) months prior to the expiration of the seven (7) year period from the date of the filing of the Declaration pursuant to Section 5311.05(C)(3) and 5311.051 of the Ohio Revised Code, or as amended at the time said exercise and expansion is undertaken by the Developer or its successors and assigns.

Witnessed by:

Mary Ann Clark
1st Witness

Mary Ann Clark
(Print or Type Name)

Helene Volosen
2nd Witness

Helene Volosen
(Print or Type Name)

By: Kimberly Clark
Kimberly Clark (FKA Kimberly Clark Filkorn)

Mary Ann Clark
1st Witness

Mary Ann Clark
(Print or Type Name)

Helene Volosen
2nd Witness

Helene Volosen
(Print or Type Name)

By: Karen Clark
Karen Clark

208433_1.WP5

James B. McCarthy DC 109.20

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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 Melvin H. Clark, duly elected and acting President of **CLARK AND VOLOSEN, INC.**, who acknowledged that he did sign the foregoing instrument and that the same is his free act and deed and is the free act and deed of the corporation.

IN TESTIMONY WHEREOF, I have hereunto set my hand and official seal at Akron, Ohio, this 3rd day of September, 1997.

Mary Ann Clark
Notary Public
Mary Ann Clark
My Commission expires 7/5/98

STATE OF OHIO)
) SS:
SUMMIT COUNTY)

BEFORE ME, a Notary Public, in and for said County and State, personally appeared the John Volosen, duly elected and acting Secretary of **CLARK AND VOLOSEN, INC.**, who acknowledged that he did sign the foregoing instrument and that the same is his free act and deed and is the free act and deed of the corporation.

IN TESTIMONY WHEREOF, I have hereunto set my hand and official seal at Akron, Ohio, this 3rd day of September, 1997.

Mary Ann Clark
Notary Public
Mary Ann Clark
My Commission expires 7/5/98

James B. McCarthy DC 109.20
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STATE OF OHIO)
) SS:
SUMMIT COUNTY)

The foregoing instrument was acknowledged before me this 3rd day of September, 1997 by **KIMBERLY CLARK.**

Mary Ann Clark
Notary Public

Mary Ann Clark
My Commission expires 7/5/98

STATE OF OHIO)
) SS:
SUMMIT COUNTY)

The foregoing instrument was acknowledged before me this 3rd day of September, 1997 by **KAREN CLARK.**

Mary Ann Clark
Notary Public

Mary Ann Clark
My Commission expires 7/5/98

208433_1.WPS

James B. McCarthy DC 109.20
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Exhibit A

LEGAL DESCRIPTION OF THE PORTION OF THE ADDITIONAL PROPERTY BEING ADDED TO THE CONDOMINIUM PROPERTY AS PHASE V PURSUANT TO THE THIRD AMENDMENT.

[Attached]

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James B. McCarthy DC 109.20

DIAMOND SHORES
PHASE V
August 1997

Situated in the City of Green (formerly the Township of Green), County of Summit, State of Ohio and known as being part of Section 6 in said Township and being more completely described as follows:

Commencing at a 3/4" open top marking the northwest corner of Diamond Shores Condominium Phase 1, as recorded in Cabinet I, slides 613-616, Summit County Records. Thence along the south line of land owned by Cary, as recorded in Deed Vol. 6666, page 317, Summit County Records N 76d-34'-25" W a distance of 101.31 to the place of beginning for the parcel herein described.

1. Thence S 44d-57'-08" W a distance of 82.68 feet to a curve bearing to the left.

2. Thence along said curve (tangent bearing S 87d-23'-57" W, radius 31.45 feet, delta 59d-11'-06", chord 31.06 feet, chord bearing S 57d-48'-24" W, tangent 17.86 feet) an arc distane of 32.49 feet.

3. Thence N 55d-06'-19" W a distance of 143.51 feet to the west line of land belonging to the State of Ohio.

The following three courses are along land beginning to the State of Ohio

1. Thence N 27d-29'-38" E a distance of 7.56 feet.

2. Thence N 42d-49'-21" E a distance of 29.92 feet.

3. Thence N 20d-23'-43" E a distance of 6.80 feet.

4. Thence S 76d-34'-25" E a distance of 181.16 feet to the place of beginning.

The above described parcel of contains 0.2690 acres as surveyed by Lawrence L. Butterworth, Reg. Sur. 5916 in August 1997. The meridian is reference to the Ohio State Plane Coordinate System North Zone 1927 Datum.

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James B. McCarthy DC 109.20

Exhibit B

DRAWINGS, SHOWING GENERAL PLAN AND LOCATION
OF THE CONDOMINIUM BUILDINGS AFTER INCLUSION OF PHASE V.

[Attached]

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James B. McCarthy DC 109.20

DIAMOND SHORES CONDOMINIUM

PHASE V

SITUATED IN THE CITY OF GREEN, AND THE TOWNSHIP OF COVENTRY, COUNTY OF SUMMIT, STATE OF OHIO

James B. McCarthy DC
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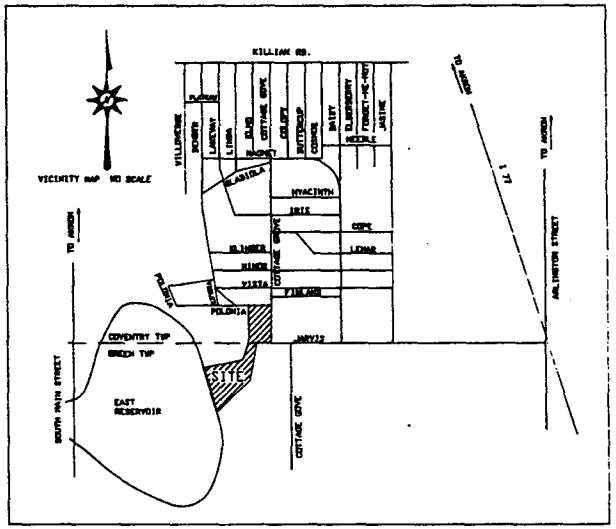
109.20



INDEX

PAGE 2 .....LIMITS OF PHASE V

I hereby certify that page two of this set of drawings delineates the limits of PHASE V

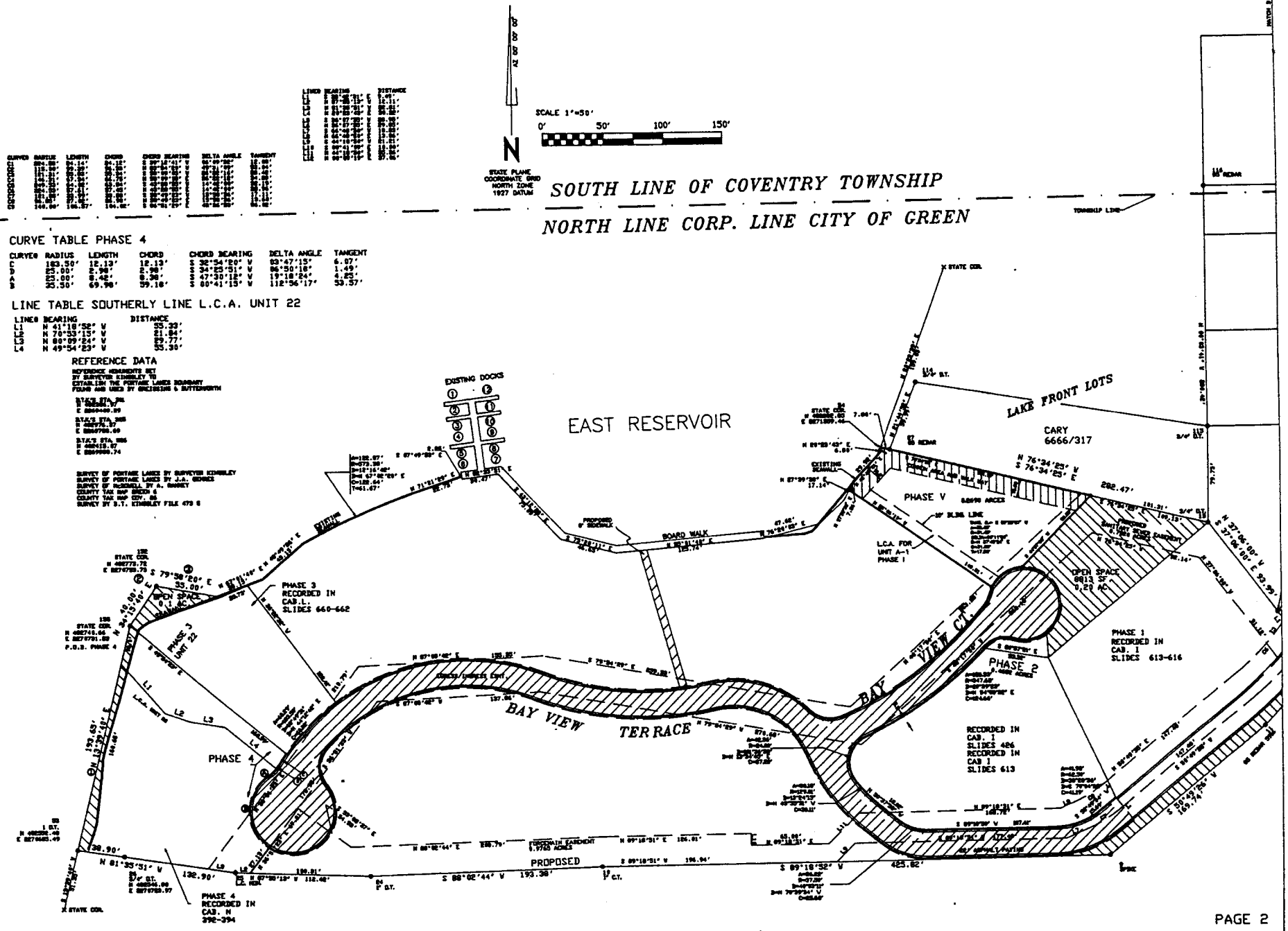
STATE OF OHIO
LAWRENCE L. BUTTERWORTH
5915
REGISTERED
SURVEYOR

Lawrence L. Butterworth 8-29-97
Lawrence L. Butterworth, P.S. 5915 date

STATE OF OHIO
JOHN VOLOSEN
45145
REGISTERED
ENGINEER

John Volosen 9/3/97
John Volosen, P.E. 45145 date

GREISSING & BUTTERWORTH
SURVEYORS
990 NORTH MAIN STREET
AKRON, OHIO 44310
(330) 253-2429



James B. McCarthy DC 109.20
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Exhibit C

SCHEDULE OF PERCENTAGE INTEREST, AS AMENDED AFTER INCLUSION OF PHASE V TO THE CONDOMINIUM

Unit No.	Percentage of Interest (All Units)	Percentage of Interest for Allocation of Maintenance Fund Account Assessments for Units Designated as A, B, or C	Percentage of Interest for Allocation of Maintenance Fund Account Assessments for Units with a Unit Number (e.g., Unit 22)
A-1	~~13.5%~~ 14.66%	21.6%	0.0%
A-2	~~9.6%~~ 1.58%	15.5%	0.0%
A-3	~~9.0%~~ 8.42%	14.4%	0.0%
B-1	~~10.3%~~ 8.[illegible]	16.5%	0.0%
B-2	~~9.6%~~ 7.58%	15.5%	0.0%
B-3	~~16.0%~~ 8.42%	16.5%	0.0%
Unit 22	~~16.0%~~ [illegible]	0.0%	42.6%
Unit 23	~~21.7%~~ 22.46%	0.0%	57.4%
	100.0% 100%	100.0%	100.0%

RECOMPUTED FEB 2/98 & NOT RECORDED -

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James B. McCarthy DC 109.20

OR2371- 714

106 6480 17080

CAB N
SID 392-394

SECOND AMENDMENT TO DECLARATION

OF CONDOMINIUM OWNERSHIP

FOR DIAMOND SHORES CONDOMINIUM

This will certify that a copy of this Second Amendment has been filed in the office of the County Auditor, Summit County, Ohio.

The original Declaration has been filed and recorded in Volume OR 1319, Pages 110 through 215, inclusive, as amended by the First Amendment filed in Volume 2017, Pages 473 through 523, inclusive , of the Summit County, Ohio, Record of Deeds, and further identified in Plat Cabinet I, Slide Nos. 426 to 429, inclusive, as amended in Plat Cabinet L, Slide 660.

Summit County Auditor

By: David James

Date: 2-28-97

TRANSFER NOT NECESSARY
2-28-97
James B. McCarthy County Auditor

APPROVED AS TO FORM
Assistant Prosecuting Attorney
Summit County, Ohio

This Instrument Prepared By:
ROETZEL & ANDRESS
A legal Professional Association
75 East Market Street
Akron, OH 44308
(330) 376-2700

MIDLAND COMMERCE GROUP
ORDER NO: A-
Description Approved By
TAX MAP DEPARTMENT

MIDLAND COMMERCE BOX

TAN 2-28-97

SECOND AMENDMENT TO DECLARATION OF CONDOMINIUM OWNERSHIP FOR DIAMOND SHORES CONDOMINIUM

WHEREAS, on the 21st day of May, 1993, CLARK AND VOLOSEN, INC., an Ohio corporation, hereinafter referred to as "Developer," submitted certain properties in the City of Green, Summit County, Ohio, to the provisions of Chapter 5311 of the Ohio Revised Code as Condominium Property by filing with the Summit County Auditor an instrument entitled "Declaration of Condominium Ownership for Diamond Shores Condominium" (the "Declaration"), which Declaration was recorded in Volume OR 1319, Pages 110 through 215, inclusive, of the Summit County Record of Deeds, and in Plat Cabinet I, Slide Nos. 426 to 429, inclusive of the Summit County Record of Plats; and

WHEREAS, on September 26, 1995, the Declaration was amended by the First Amendment of Declaration ("First Amendment"), adding Phases II and III to the Condominium, by instrument recorded in Volume 2017, Pages 473 through 523, inclusive, of the Summit County, Ohio, Record of Deeds, and in Plat Cabinet L, Slide 660, of the Summit County, Ohio, Record of Plats; and

WHEREAS, Article XV of the Declaration reserves to Developer the right to amend the Declaration and the Drawings for the purpose of submitting certain additional properties to the provisions of the Declaration and to the provisions of Chapter 5311 of the Ohio Revised Code as Condominium Property; and

WHEREAS, Developer has determined to submit a portion of the real property described on Exhibit B of the original Declaration (the "Additional Property"), which is referred to herein as Phase IV; and

LIST OF DOCUMENTS AND EXHIBITS

1. Second Amendment to Declaration of Condominium Ownership for Diamond Shores Condominium.

2. Exhibit A - Amended - Legal description of the portion of the Additional Property being added to the Condominium Property as Phase IV pursuant to the Second Amendment.

3. Exhibit B - Amended - Detail Building Sheets for Phase IV, including Unit 23.

4. Exhibit C - Amended - Drawings, showing general plan and location of the Condominium Buildings, after inclusion of Phase IV.

5. Exhibit D - Amended - Illustrated Architectural Drawings for Phase IV of the Condominium.

6. Exhibit E - Amended - Schedule of Percentages of Interest, as amended after inclusion of Phase IV to the Condominium.

WHEREAS, Developer, as the owner of all of the Additional Property, desires to amend the Declaration and the Drawings as hereinafter provided pursuant to Article XV of the Declaration and Section 5311.051 of the Ohio Revised Code by submitting an additional one (1) unit (Unit 23) located on a portion of the Additional Property making a total of eight (8) condominium units in Diamond Shores Condominium.

NOW, THEREFORE, Developer hereby declares as follows:

1. All of the terms used herein which are defined in the Declaration shall be interpreted as having the same meaning as defined in the Declaration.

2. Developer is the owner of the portion of the Additional Property known as Phase IV, as described in Exhibit A - Amended hereto, which, together with all buildings and improvements thereon, all easements, rights, appurtenances belonging thereto, and all articles of personal property existing thereon for the common use of the Unit Owners, is hereby submitted to the provisions of Chapter 5311 and the provisions of the Declaration, as amended hereby, and is hereby included in and made a part of the Condominium Property.

3. The Declaration is hereby amended in accordance with the provisions of Article XV of the Declaration and Section 5311.051 of the Ohio Revised Code in the following respects:

A. Article IV, Section A(1) of the Declaration is hereby deleted in its entirety and the following substituted therefor:

"**ARTICLE IV. GENERAL DESCRIPTION OF BUILDINGS AND IMPROVEMENTS.**

A. BUILDINGS.

(1) The Condominium Property includes four (4) buildings, principally constructed of wood, block and glass and contain eight (8) condominium Units, three (3) of which were included in Phase I under the Declaration, four (4) of which were included in Phases II and III under the First Amendment to the Declaration, and one (1) of which is included in Phase IV under this Second

Amendment. The location, layout, designation and boundaries of said Units and the location, layout, designation and boundaries of the Common Areas and Facilities and Limited Common Areas and Facilities, insofar as is graphically practical, are shown on the Drawings which are attached as Exhibit B - Amended and Exhibit C - Amended hereto for Phase IV.

The Drawings may be further amended if and when all or any additional portions of the Additional Property have been added to the Condominium Property pursuant to the provisions of Article XV of the Declaration."

B. Attached hereto and incorporated by reference herein the following Exhibits to this Second Amendment to Declaration:

(i) Exhibit A - Amended - Legal description of the portion of the Additional Property being added to the Condominium Property as Phase IV pursuant to the Second Amendment.

(ii) Exhibit B - Amended - Detail Building Sheets for Phase IV, including Unit 23.

(iii) Exhibit C - Amended - Drawings, showing general plan and location of the Condominium buildings, after inclusion of Phase IV.

(iv) Exhibit D - Amended - Illustrated Architectural Drawings for Phase IV of the Condominium.

(v) Exhibit E - Amended - Schedule of Percentages of Interest, as amended after inclusion of Phase IV to the Condominium.

C. Article VI, Section A(2)(B)(a) of the Declaration is hereby deleted in its entirety and the following substituted therefor:

"ARTICLE VI. GENERAL PROVISIONS AS TO UNITS AND COMMON AREAS AND FACILITIES.

A. MAINTENANCE OF UNITS.

* * *

(2) By the Unit Owner.

* * *

(B) The responsibility of Unit Owners owning Units designated with a Unit Number (for example, Unit 22) shall be as follows:

a. To maintain, repair and replace at his expense all portions of his Unit, the Limited Common Areas and Facilities appertaining thereto, (excepting therefrom the Maintenance Items (as defined in subsection (b) below) and driveway maintenance, which shall be the responsibility of the Association), and all portions of the building and structure, and all installations in said Unit, the Limited Common Areas and Facilities appertaining thereto, and the building and structure of such appliances, heating, plumbing, electrical and air conditioning fixtures or installations, and any other utility service facilities (including, but not limited to, the well system) located within the Unit Boundaries, the Limited Common Areas and Facilities appertaining thereto and the building and structure; said Unit Owner shall maintain, repair and replace at his expense any air conditioning and/or heating apparatus located outside his Unit which apparatus serves his Unit, the Limited Common Areas and Facilities appertaining thereto and the building and structure.

* * *

h. The Association shall be responsible for the maintenance of the following items located within the Limited Common Areas and Facilities ("Maintenance Items"):

1. Lawns. During the growing season only, all lawn areas will be mowed and trimmed weekly, weather permitting. Lawns will be fertilized and weed killer applied at least once each year.

2. Shrubs and Planting Beds. Planted shrubbery will be fertilized every other year and pruned as deemed necessary by the Association. Planting beds will be cleaned and mulch added, where necessary, once during the summer season. Planting beds will be weeded on an as needed basis as determined by the Association.

3. Limitations of above Service. The Maintenance Items shall not include: watering of lawns and shrubbery; alterations and replacement of landscape plantings; weeding of uncultivated areas; planting beds altered by residents; and prevention programs to control insects, rodents, and plant or tree disease."

D. Article VI, Section (D)(2) of the Declaration is hereby deleted in its entirety and the following substituted therefor:

"ARTICLE VI. GENERAL PROVISIONS AS TO UNITS AND COMMON AREAS AND FACILITIES.

D. USE AND MAINTENANCE OF LIMITED COMMON AREAS AND FACILITIES

* * *

(2) The Association shall not be responsible for the repair, maintenance or improvement of the Limited Common Areas and Facilities, except that the driveways, walkways, and Maintenance Items (as defined in Article VI, Section A(2)(B)(h) and pertaining to Units designated with a Unit Number) shall be maintained, including the removal of snow from drives and walkways, within the Limited Common Areas and Facilities by the Association."

It is the intent of Developer by adopting this Second Amendment to Declaration of Condominium Ownership for Diamond Shores Condominium that the foregoing Exhibits and Amendments be made a part of the Condominium documents as though submitted with the original Declaration.

E. Developer further expressly states that any reference to the percentage of interest contained in the original Declaration and Bylaws of the Association or in any other place should be determined by using the percentages of interest of each Unit as set forth in Exhibit E - Amended attached hereto.

F. Developer further expressly states that by adopting and making this foregoing Amendment, it is its intent to create an additional one (1) Condominium Unit designated as Unit 23 for a total of eight (8) Condominium Units.

G. For the purpose of providing certain information previously contained in the Declaration and required to be contained in this Amendment pursuant to Section 5311.051 of the Ohio Revised Code, Developer further expressly states that the Declaration, except as revised by this Amendment, is hereby incorporated by reference herein into this Amendment.

IN WITNESS WHEREOF, Clark and Volosen, Inc., pursuant to Article XV of the Declaration and Section 5311.051 of the Ohio Revised Code, and as owner of the land contained in the Additional Property hereby causes this instrument to be executed this 11th day of February, 1997.

Witnessed as to all by

1st Witness

(Print or Type Name)

2nd Witness

(Print or Type Name)

CLARK AND VOLOSEN, INC.

By: Melvin H. Clark

Melvin H. Clark

Its: President

By: John Volosen

John Volosen

Its: Secretary

OR2371 - 722

K.C.

The undersigned Kimberly Clark Filkorn hereby acknowledges that her ownership interest in the Diamond Shores Condominium by a general warranty deed recorded in Volume OR 2019, Page 661 of the Summit County Record of Deeds is for Unit 22 together with an undivided percentage interest in the Common Area and Facilities as set forth in the Declaration of Condominium Ownership, subject to change as set forth in Article XV of said Declaration, and subject to the terms and conditions of the Condominium Declaration and attachments thereto, and further consents to the terms and conditions of this amendment.

Witnessed by:

1st Witness

(Print or Type Name)

2nd Witness

(Print or Type Name)

By: Kimberly Clark Filkorn

STATE OF OHIO)
) SS:
SUMMIT COUNTY)

BEFORE ME, a Notary Public, in and for said County and State, personally appeared the Melvin H. Clark, duly elected and acting President of CLARK AND VOLOSEN, INC., who acknowledged that he did sign the foregoing instrument and that the same is his free act and deed and is the free act and deed of the corporation.

IN TESTIMONY WHEREOF, I have hereunto set my hand and official seal at Akron, Ohio, this 11th day of February, 1997.

JOHN M. COYNE, Attorney-At-Law
Notary Public - State of Ohio
My Commission has no expiration date
Sec. 147.03 R.C.

Notary Public

OR2371- 723

STATE OF OHIO)
) SS:
SUMMIT COUNTY)

BEFORE ME, a Notary Public, in and for said County and State, personally appeared the John Volosen, duly elected and acting Secretary of CLARK AND VOLOSEN, INC., who acknowledged that he did sign the foregoing instrument and that the same is his free act and deed and is the free act and deed of the corporation.

IN TESTIMONY WHEREOF, I have hereunto set my hand and official seal at Akron, Ohio, this 17 day of February, 1997.

JOHN M. COYNE, Attorney At Law
Notary Public - State of Ohio
My Commission has no expiration date
Sec. 147.03 R.C.

Notary Public

STATE OF OHIO)
) SS:
SUMMIT COUNTY)

The foregoing instrument was acknowledged before me this 17 day of February, 1997, by KIMBERLY CLARK ~~ELIKORN~~.

Sec. 147.03 R.C.

Notary Public

OR2371- 724

EXHIBIT A - AMENDED

PHASE IV
0.4953 Acres

Situated in the City of Green, County of Summit, State of Ohio and known as being part of Section 6, formerly Green Township and being more completely described as follows:

Beginning at the northwest corner Phase III, Diamond Shores Condominium, as recorded in Cabinet L, slide 660-662, Summit County Records. State Plane Coordinate N 482740.66, E 2270731.23, 1927 Datum.

1. Thence S 49d-54'-23" E along the southwesterly line of Phase III, a distance of 168.99 feet to northerly right of way of an egress/ingress easement described in O.R. 2017, page 496, Summit County Records.

2. Thence along said right of way along a curve to the left (radius 183.50 feet, chord 12.13 feet, chord bearing S 32d-54'-20" W, delta 03d-47'-15") an arc distance of 12.13 feet, to a point of reverse curve.

3. Thence continuing along said right of way on a reverse curve (radius 25.00 feet, chord 2.98 feet, chord bearing S 34d-25'51" W, delta 06d-50'-19") an arc distance of 2.98 feet.

4. Thence continuing along said curve (radius 25.00 feet, chord 8.36 feet, chord bearing S 47d-30'-12" W, delta 19d-18'-24") an arc distance of 8.42 feet to a point of reverse curve.

5. Thence continuing along said right of way (radius 35.50 feet, chord 59.18 feet, chord bearing S 00d-41'-15" W, delta 112d-56'-17") an arc distance of 69.98 feet.

6. Thence S 36d-51'-23" W a distance of 27.13 feet.

7. Thence N 87d-55'-13" W a distance of 12.11 feet to a lead center monument.

8. Thence N 81d-35'-51" W a distance of 132.90 feet.

9. Thence N 13d-39'-40" E along the easterly boundary of Portage Lakes, a distance of 193.65 feet to the place of beginning.

The above described parcel of contains 0.4953 acres, as surveyed by Lawrence L. Butterworth, Reg. Sur. 5916 in February 1997.

OR2371- 725

Exhibit B - Amended

DETAIL BUILDING SHEET

[Attached]

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PAGE 3

OR2371- 727

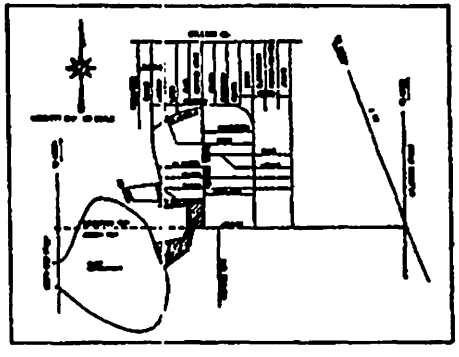
Exhibit C - Amended

DRAWINGS, SHOWING GENERAL PLAN AND LOCATION OF THE CONDOMINIUM BUILDINGS

[Attached]

DIAMOND SHORES CONDOMINIUM
PHASE IV

SITUATED IN THE CITY OF GREEN, AND THE TOWNSHIP OF COVENTRY, COUNTY OF SUMMIT, STATE OF OHIO



INDEX

PAGE 2 ...LIMITS OF PHASE IV
PAGE 3 ....AS BUILT MEASUREMENTS OF UNITS "22" AND "23"

I hereby certify that page two of this set of drawings delineates the limits of PHASE IV and references unit "23" to the perimeter of Phase IV. I further certify page three of this set of drawings accurately dimensions the perimeter of units "22" and "23" as constructed.

Lawrence L. Butterworth, P.S. 5015 — Date

John Wilson, P.S. 48140 — Date 2/12/97

GREISSING & BUTTERWORTH
SURVEYORS
990 NORTH MAIN STREET
AKRON, OHIO 44310
(330) 253-2429

PAGE 1

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EXHIBIT C

Page 1 of 2

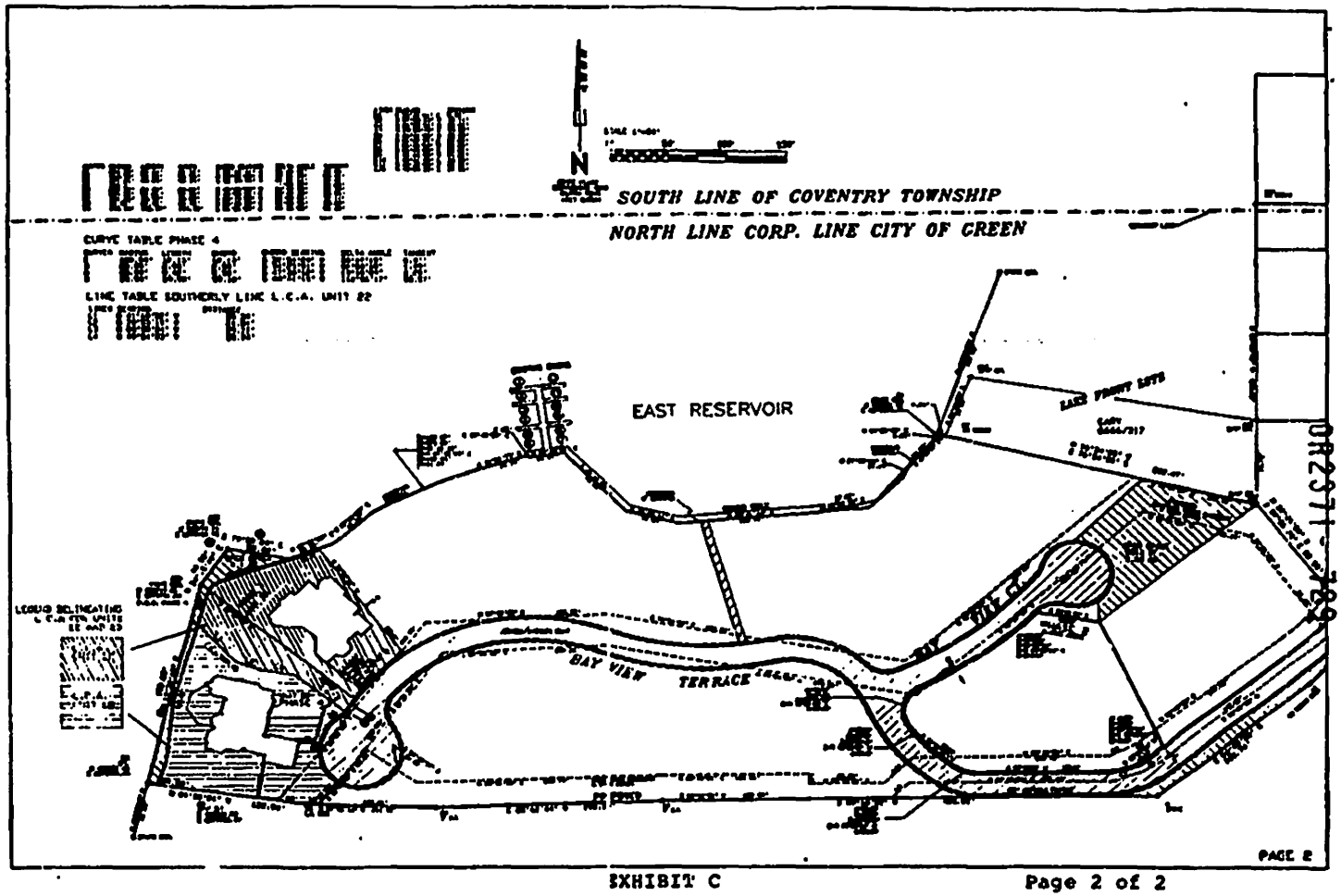

EXHIBIT C Page 2 of 2

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Exhibit D - Amended

ILLUSTRATED ARCHITECTURAL DRAWINGS

[Attached]

NOTE: PAGES D-1 THROUGH D-6, INCLUSIVE, OF THIS EXHIBIT D ARE TYPICAL ARCHITECTURAL CONSTRUCTION DRAWINGS AND ARE NOT INTENDED TO BE A PART OF THE DRAWINGS REQUIRED BY SECTION 5311.07 OF THE OHIO REVISED CODE BUT ARE TO BE USED FOR ARCHITECTURAL REFERENCE ONLY.

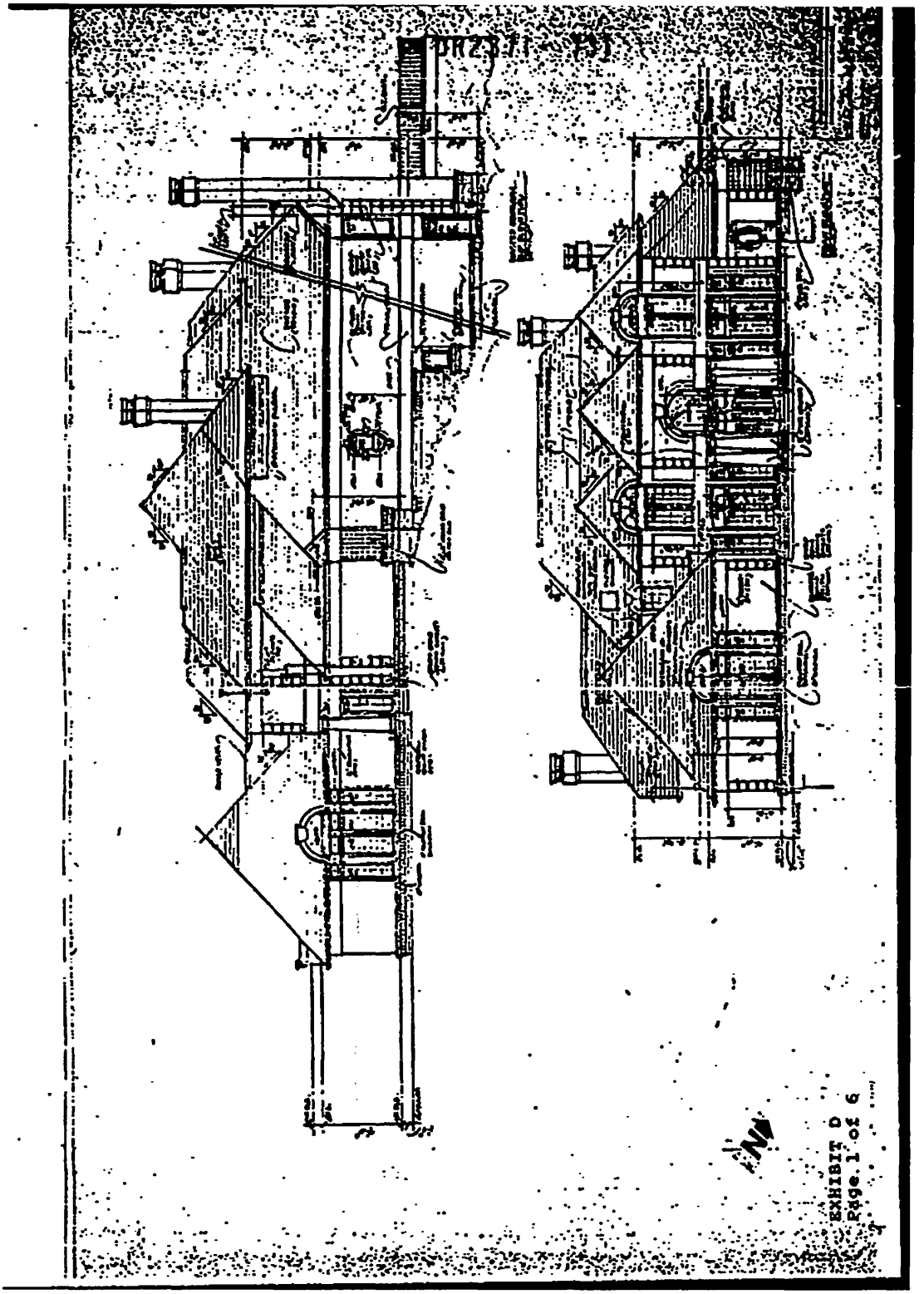
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EXHIBIT D
Pge. 1 of 6

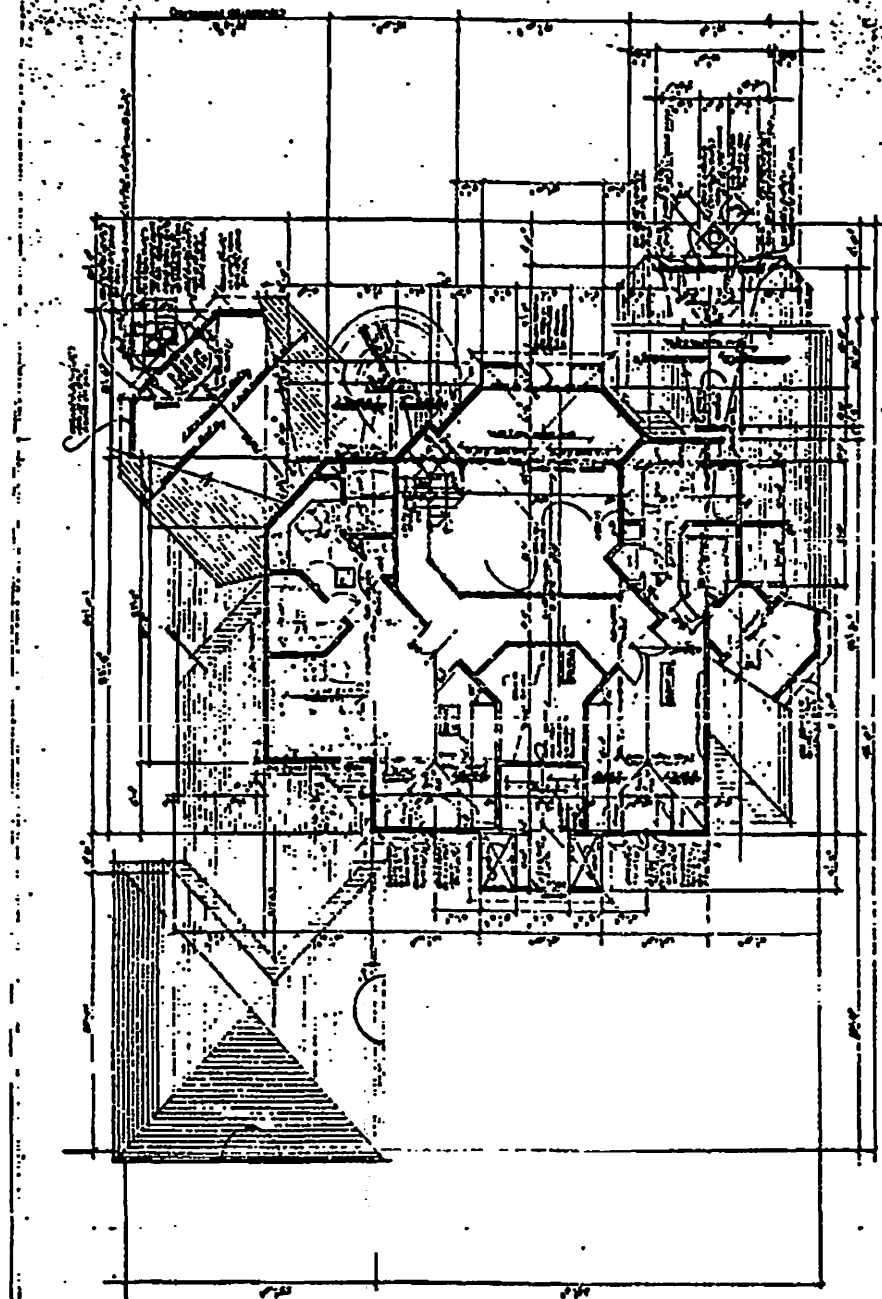

EXHIBIT D
Page 4 of 6

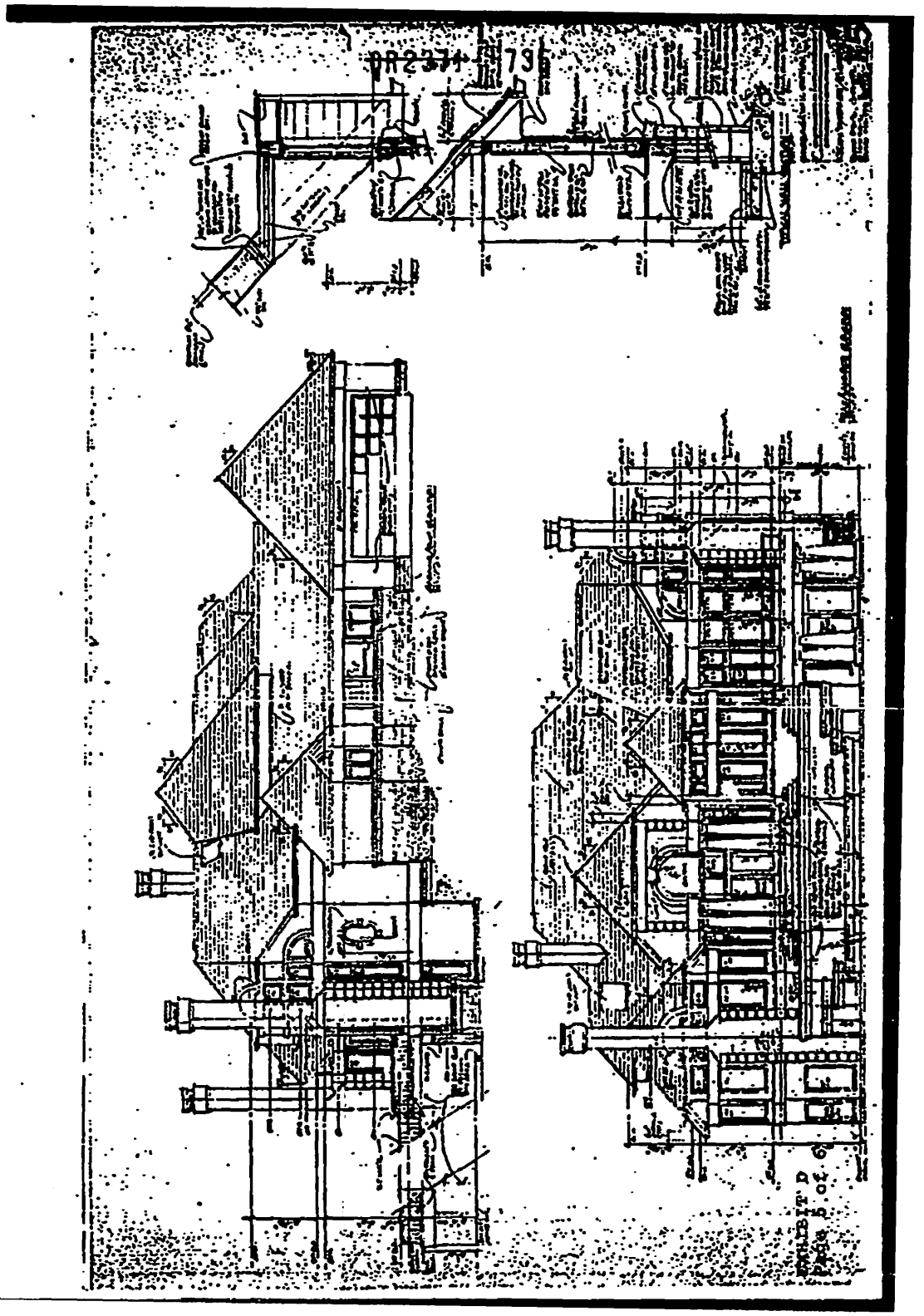
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EXHIBIT D
PAGE 5 OF 6

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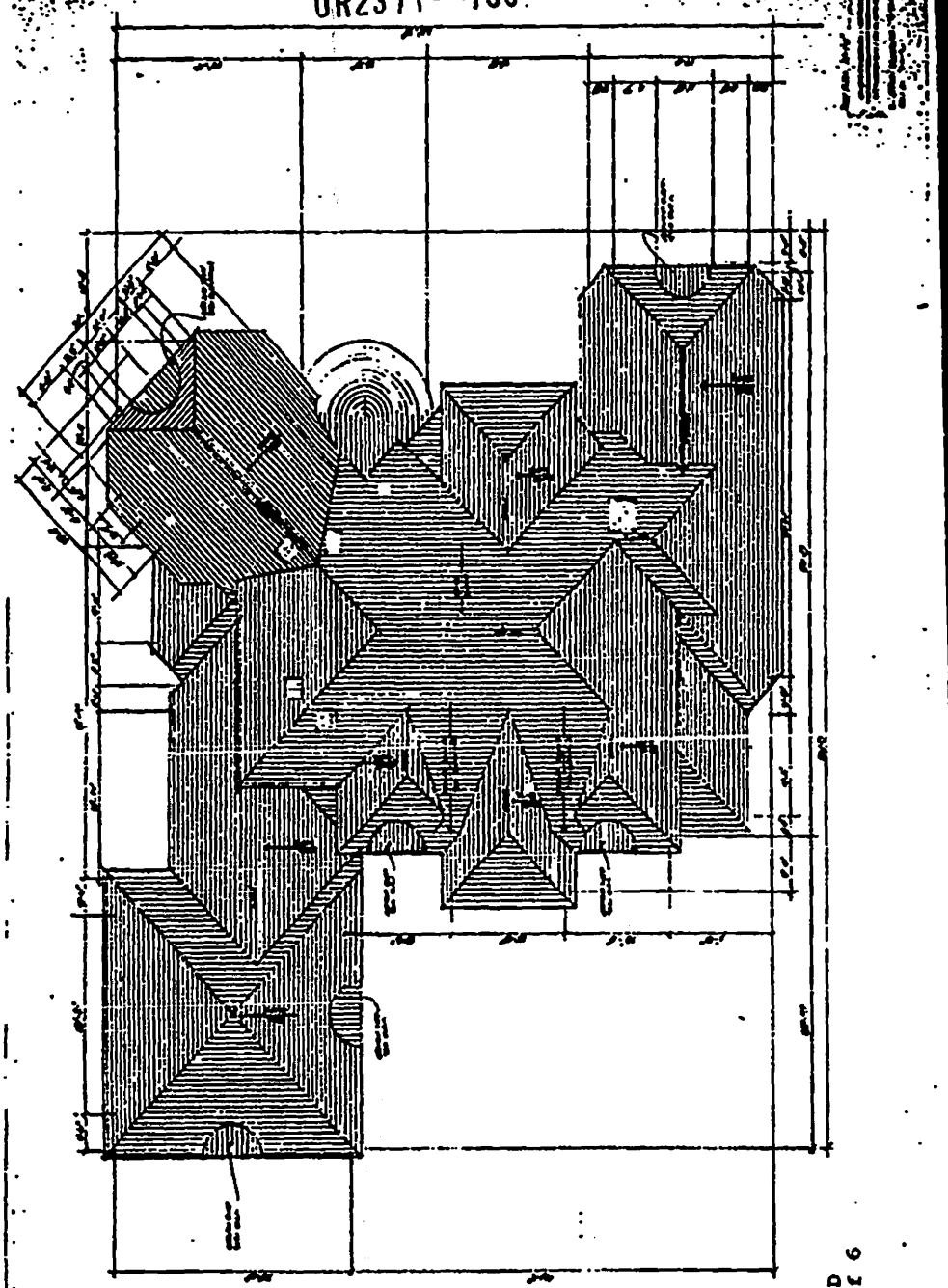


EXHIBIT D
Page 6 of 6

OR2371- 737

Exhibit E - Amended

SCHEDULE OF PERCENTAGE INTEREST OF UNITS IN COMMON AREAS AND FACILITIES

Unit No.	Percentage of Interest
A-1	10.6
A-2	9.9
A-3	9.3
B-1	10.6
B-2	9.9
B-3	10.6
Unit 22	16.6
Unit 23	22.5
	100.00%

P.C. L sl. 660

FIRST AMENDMENT TO DECLARATION OF CONDOMINIUM OWNERSHIP FOR DIAMOND SHORES CONDOMINIUM

This will certify that a copy of this First Amendment has been filed in the office of the County Auditor, Summit County, Ohio.

The original Declaration has been filed and recorded in Volume OR 1319, Pages 110 through 215, inclusive, of the Summit County, Ohio, Record of Deeds, and further identified in Plat Cabinet I, Slide Nos. 426 to 429, inclusive.

Summit County Auditor

By: _____

Date: _____

FILED
COUNTY OF SUMMIT, O.
096483
SEP 26 1995
AT 10:42A M
RALPH JAMES
RECORDER
COUNTY OF SUMMIT

This Instrument Prepared By:
Charles E. Zumkehr
ROETZEL & ANDRESS
75 East Market Street
Akron, OH 44308

(216) 376-2700

LIST OF DOCUMENTS AND EXHIBITS

1. First Amendment to Declaration of Condominium Ownership for Diamond Shores Condominium.

2. Exhibit A - Amended - Legal description of the portion of the Additional Property being added to the Condominium Property as Phases II and III pursuant to the First Amendment.

3. Exhibit B - Amended - Detail Building Sheets for Phases II and III, including Unit 22, B-1, B-2 and B-3.

4. Exhibit C - Amended - Drawings, showing general plan and location of seven (7) Condominium Units.

5. Exhibit D - Amended - Illustrated Architectural Drawings for Phases II and III of the Condominium.

6. Exhibit E - Amended - Schedule of Percentages of Interest.

7. Exhibit F - Amended - Easement for Common Private Drive.

FIRST AMENDMENT TO DECLARATION OF CONDOMINIUM OWNERSHIP FOR DIAMOND SHORES CONDOMINIUM

WHEREAS, on the 21st day of May, 1993, CLARK AND VOLOSEN, INC., an Ohio corporation, hereinafter referred to as "Developer," submitted certain properties in the City of Green, Summit County, Ohio, to the provisions of Chapter 5311 of the Ohio Revised Code as Condominium Property by filing with the Summit County Auditor an instrument entitled "Declaration of Condominium Ownership for Diamond Shores Condominium" (the "Declaration"), which Declaration was recorded in Volume OR 1319, Pages 110 through 215, inclusive, of the Summit County Record of Deeds, and in Plat Cabinet I, Slide Nos. 426 to 429, inclusive of the Summit County Record of Plats; and

WHEREAS, Article XV of the Declaration reserves to Developer the right to amend the Declaration and the Drawings for the purpose of submitting certain additional properties to the provisions of the Declaration and to the provisions of Chapter 5311 of the Ohio Revised Code as Condominium Property; and

WHEREAS, Developer has determined to submit a portion of the real property described in Exhibit B of the original Declaration (the "Additional Property"), which is referred to herein as Phases II and III; and

WHEREAS, Developer, as the owner of all of the Additional Property, desires to amend the Declaration and the Drawings as hereinafter provided pursuant to Article XV of the Declaration and Section 5311.051 of the Ohio Revised Code by submitting an additional four (4) units (Unit 22, B-1, B-2 and B-3) located on a portion of the Additional Property making a total of seven (7) condominium units in Diamond Shores Condominium.

NOW, THEREFORE, Developer hereby declares as follows:

1. All of the terms used herein which are defined in the Declaration shall be interpreted as having the same meaning as defined in the Declaration.

2. Developer is the owner of the portion of the Additional Property known as Phases II and III, as described in Exhibit A - Amended hereto, which, together with all buildings and improvements thereon, all easements, rights, appurtenances belonging thereto, and all articles of personal property existing thereon for the common use of the Unit Owners, is hereby submitted to the provisions of Chapter 5311 and the provisions of the Declaration, as amended hereby, and is hereby included in and made a part of the Condominium Property.

3. The Declaration is hereby amended in accordance with the provisions of Article XV of the Declaration and Section 5311.051 of the Ohio Revised Code in the following respects:

A. Article IV, Section A(1) of the Declaration is hereby deleted in its entirety and the following substituted therefor:

"ARTICLE IV. GENERAL DESCRIPTION OF BUILDINGS AND IMPROVEMENTS.

A. BUILDINGS.

(1) The Condominium Property includes three (3) buildings, principally constructed of wood, block and glass and contain seven (7) condominium Units, three (3) of which were included in Phase I under the Declaration, and four (4) of which are included in Phases II and III under this First Amendment to the Declaration. The location, layout, designation and boundaries of said Units and the location, layout, designation and boundaries of the Common Areas and Facilities and Limited Common Areas and Facilities, insofar as is graphically practical, are shown on the Drawings which are attached as Exhibit B - Amended and Exhibit C - Amended hereto for Phases II and III.

The Drawings may be further amended if and when all or any additional portions of the Additional Property have been added to the Condominium Property pursuant to the provisions of Article XV of the Declaration."

B. Attached hereto and incorporated by reference herein the following Exhibits to this First Amendment to Declaration:

(i) Exhibit A - Amended - Legal description of the portion of the Additional Property being added to the Condominium Property as Phases II and III pursuant to the First Amendment.

(ii) Exhibit B - Amended - Detail Building Sheets for Phases II and III, including Unit 22, B-1, B-2 and B-3.

(iii) Exhibit C - Amended - Drawings, showing general plan and location of seven (7) Condominium Units.

(iv) Exhibit D - Amended - Illustrated Architectural Drawings for Phases II and III of the Condominium.

(v) Exhibit E - Amended - Schedule of Percentages of Interest.

(vi) Exhibit F - Amended - Easement for Common Private Drive.

C. Article VI, Section A of the Declaration is hereby deleted in its entirety and the following substituted therefor:

"ARTICLE VI. GENERAL PROVISIONS AS TO UNITS AND COMMON AREAS AND FACILITIES.

A. MAINTENANCE OF UNITS.

(1) **By the Association.**

(a) The Association, at its expense, shall be responsible for the maintenance, repair and replacement of the Common Areas and Facilities and any portions of Units designated A, B, or C which contribute to the support of the building, excluding, however, non-structural interior walls, ceilings, floor surfaces and the cleaning and maintenance of flues, but including the exterior walls, roof and driveways.

(b) The Association shall be responsible for the maintenance, repair and replacement of the Common Areas and Facilities for those Units designated by Unit Number (for example, Unit 22); however, excluding therefrom any and all responsibility for the maintenance, repair and replacement of any portion of the building and structure appertaining thereto.

(2) **By the Unit Owner.**

(A) The responsibility of Unit Owners owning Units designated A, B, or C shall be as follows:

a. To maintain, repair and replace at his expense all portions of his Unit and the Limited Common Areas and Facilities appertaining thereto, and all installations in said Unit and the Limited Common Areas and Facilities appertaining thereto of such appliances, heating, plumbing, electrical and air conditioning fixtures or installations, and any other utility service facilities located within the Unit boundaries and the Limited Common Areas and Facilities appertaining thereto; said Unit Owner shall maintain, repair and replace at his expense any air conditioning and/or heating apparatus located outside his Unit which apparatus serves his Unit and the Limited Common Areas and Facilities appertaining thereto.

b. To maintain and repair at his expense all patios, windows, doors, vestibules and entryways and all associated structures and fixtures therein, which are appurtenances to his Unit and the Limited Common Areas and Facilities appertaining thereto. The foregoing includes, without limitation, responsibility for all breakage, damage, malfunctions and ordinary wear and tear of such appurtenances.

c. To maintain and repair all portions including fixtures of any addition that has been made to the Unit.

d. To perform his responsibilities in such manner so as not to unreasonably disturb other persons residing within the building.

e. Not to paint of otherwise decorate or change the appearance of any portion of the building not within the boundaries of the Unit and the Limited Common Areas and Facilities appertaining thereto, unless the written consent of the Association is first obtained.

f. To promptly report to the Association or its agent any defect or need for repairs which is the Association's responsibility to remedy.

g. Not to make any alterations in the portions of the Unit and the Limited Common Areas and Facilities appertaining thereto or the building which are to be maintained by the Association or on the Common Areas and Facilities or remove any portion therefor or

make any additions thereto or do anything which would or might jeopardize or impair the safety or soundness of the building without first obtaining the written consent of the Association, nor shall any Unit Owner impair any easement without first obtaining the written consent of the Association and of the owner or owners for whose benefit such easement exists.

(B) The responsibility of Unit Owners owning Units designated with a Unit Number (for example, Unit 22) shall be as Follows:

a. To maintain, repair and replace at his expense all portions of his Unit, the Limited Common Areas and Facilities appertaining thereto, and all portions of the building and structure, and all installations in said Unit, the Limited Common Areas and Facilities appertaining thereto, and the building and structure of such appliances, heating, plumbing, electrical and air conditioning fixtures or installations, and any other utility service facilities located within the Unit Boundaries, the Limited Common Areas and Facilities appertaining thereto and the building and structure; said Unit Owner shall maintain, repair and replace at his expense any air conditioning and/or heating apparatus located outside his Unit which apparatus serves his Unit, the Limited Common Areas and Facilities appertaining thereto and the building and structure.

b. To maintain and repair at his expense all patios, windows, doors, vestibules and entryways and all associated structures and fixtures therein, which are appurtenances to his Unit, the Limited Common Areas and Facilities appertaining thereto and the building and structure. The foregoing includes, without limitation, responsibility for all breakage, damage, malfunctions and ordinary wear and tear of such appurtenances.

c. To maintain and repair all portions including fixtures of any addition that has been made to the Unit.

d. To perform his responsibilities in such manner so as not to unreasonably disturb other persons residing adjacent to the Unit.

e. Not to paint or otherwise decorate or change the appearance of any portion of the building not within the boundaries of the Unit, the Limited Common Areas and Facilities appertaining thereto and the building and structure, unless the written consent of the Association is first obtained.

f. To promptly report to the Association or its agent any defect or need for repairs which is the Association's responsibility to remedy.

g. Not to make any alterations in the portions of the Unit and the Limited Common Areas and Facilities appertaining thereto or the building and structure which is to be maintained by the Unit Owner or on the Common Areas and Facilities or remove any portion thereof or make any additions thereto or do anything which would or might jeopardize or impair the safety or soundness of the building and structure without first obtaining the written consent of the Association, nor shall any Unit Owner impair any easement without first obtaining the written consent of the Association and of the owner or owners for whose benefit such easement exists.

(C) It is the intent of these maintenance provisions to require the Association to be responsible for the maintenance, repair and replacement of all portions of the general Condominium grounds, driveways, roadways, landscaping, walkways and other similar portions of the Common Areas and Facilities."

4. The Diamond Shores Condominium Association Bylaws are hereby amended in accordance with the provisions of Article XV of the Declaration and Section 5311.051 of the Ohio Revised Code in the following respects:

A. Article I, Section 3, of the Bylaws, is hereby amended to include the following paragraph:

"ARTICLE I. THE ASSOCIATION

Section 3. VOTING RIGHTS.

Authorization to collect funds solely for the maintenance, repair and replacement of Units designated A, B, or C shall only be voted upon by Unit Owners owning Units designated A, B, or C according to his/her proportionate interest in the Unit as it bears to all other Owners of Units designated A, B, or C."

B. Article IV, Section 1, of the Bylaws, is hereby modified to include the following, and Section 2 is hereby added:

"ARTICLE IV. MAINTENANCE AND IMPROVEMENTS

Section 1. MAINTENANCE.

The Association shall provide for and pay from the appropriate Association's maintenance fund, the following: (the remaining portion of Article IV, Section 1, subparagraph (a-n) shall remain as written in the Declaration).

Section 2. MAINTENANCE FUNDS.

The Association shall establish a maintenance fund for Unit Owners owning Units designated A, B, or C for the purpose of providing for the maintenance, repair and replacement of the Common Areas and Facilities relating directly to the Units designated A, B, or C. Any maintenance, repair or replacement done exclusively to Units designated A, B, or C shall come from the A, B, or C maintenance fund. Any maintenance, repair or replacement for Common Areas and Facilities for all of the Unit Owners shall come from the general fund, which shall be based upon the Unit Owners percentage of ownership interest in the Common Areas and Facilities."

C. Article VI, Section 3, of the Bylaws, is hereby modified to read as follows:

"ARTICLE VI. DETERMINATION AND PAYMENT OF ASSESSMENTS

Section 3. RESERVE FOR CONTINGENCIES AND REPLACEMENTS.

The Association shall establish, build up and maintain two reasonable reserve funds for contingencies and replacements as determined necessary by the Board of Managers. One reserve fund shall be established for those Unit Owners owning Units designated A, B, or C, which shall only be used for extraordinary expenditures relating to Units A, B, or C, and not originally included in the annual estimate which may be necessary for the year. Such extraordinary expenditure against Units designated A, B, or C, shall be charged first against such reserve. The second reserve fund shall build up and maintain a reasonable reserve fund for contingencies and replacements as determined necessary by the Board of Managers which pertains to all Unit Owners. Extraordinary expenditures not originally included in the annual estimate which may be necessary for the year shall be charged first against such reserve fund.

If the 'estimated cash requirement' proves inadequate for any reason, including non-payment of any Unit Owner's assessment, the Board of Managers shall prepare an estimate of the additional cash requirements then necessary or necessary for the balance of the year, which additional amount of each requirement shall be assessed to the appropriate Unit Owners according to the owner's percentage of ownership in the Common Areas and Facilities. The Board of Managers shall serve notice of such further assessment on the appropriate Unit Owners by a statement in writing giving the amount and reasons therefor, and such further assessment shall become effective with the monthly maintenance payment which is due more than ten (10) days after the delivery or mailing of such notice of further assessments. The appropriate Unit Owners shall be obligated to pay the adjusted monthly amount."

It is the intent of Developer by adopting this First Amendment to Declaration of Condominium Ownership for Diamond Shores Condominium that the foregoing Exhibits and Amendments be made a part of the Condominium documents as though submitted with the original Declaration.

D. Developer further expressly states that any reference to the percentage of interest contained in the original Declaration and Bylaws of the Association or in any other place should be determined by using the percentages of interest of each Unit as set forth in Exhibit E - Amended attached hereto.

E. Developer further expressly states that by adopting and making this foregoing Amendment, it is its intent to create an additional four (4) condominium Units designated as Unit 22, B-1, B-2, B-3 for a total of seven (7) Condominium Units.

F. For the purpose of providing certain information previously contained in the Declaration and required to be contained in this Amendment pursuant to Section 5311.051 of the Ohio Revised Code, Developer further expressly states that the Declaration, except as revised by this Amendment, is hereby incorporated by reference herein into this Amendment.

IN WITNESS WHEREOF, Clark and Volosen, Inc., pursuant to Article XV of the Declaration and Section 5311.051 of the Ohio Revised Code, and as owner of the land contained in the Additional Property hereby causes this instrument to be executed this 21st day of August, 1995.

Witnessed by

CLARK AND VOLOSEN, INC.

By: Melvin H. Clark
Melvin H. Clark

Its: President

By: Jim Volosen

Its: Secretary

STATE OF OHIO)
) SS:
SUMMIT COUNTY)

BEFORE ME, a Notary Public, in and for said County and State, personally appeared the above named Clark and Volosen, Inc., by Melvin H. Clark, its duly elected and acting President, who acknowledged that he did sign the foregoing instrument and that the same is his free act and deed and is the free act and deed of the corporation.

IN TESTIMONY WHEREOF, I have hereunto set my hand and official seal at Akron, Ohio, this 21st day of August, 1995.

Notary Public

CHARLES E. ZUMKEHR Attorney at Law
Notary Public STATE OF OHIO
Non-Expiring Commission

STATE OF OHIO)
) SS:
SUMMIT COUNTY)

BEFORE ME, a Notary Public, in and for said County and State, personally appeared the above named Clark and Volosen, Inc., by [illegible], its duly elected and acting [illegible], who acknowledged that he did sign the foregoing instrument and that the same is his free act and deed and is the free act and deed of the corporation.

IN TESTIMONY WHEREOF, I have hereunto set my hand and official seal at Akron, Ohio, this [illegible] day of [illegible], 1995.

Notary Public

[illegible]

The undersigned owners of all other Units of Diamond Shores Condominium other than Clark and Volosen, Inc. hereby consent to the amendments to the Declaration and Bylaws of Diamond Shores Condominium as contained in this First Amendment to Declaration of Condominium Ownership for Diamond Shores Condominium.

Witnessed By

Melvin H. Clark

STATE OF OHIO)
) SS:
COUNTY OF SUMMIT)

BEFORE ME, a Notary Public, in and for said County and State, personally appeared the above named MELVIN H. CLARK, who acknowledged that he/she did sign the foregoing instrument and that the same is his/her free act and deed.

IN TESTIMONY WHEREOF, I have hereunto set my hand and official seal at Akron, Ohio, this 21st day of August, 1995.

Notary Public

CHARLES E. [illegible] Law
Notary Public, State of Ohio
[illegible]

79532_1.WPS

Exhibit A - Amended

LEGAL DESCRIPTION OF ADDITIONAL PROPERTY

[Attached]

LEGAL DESCRIPTION OF REAL PROPERTY

Situated in the City of Green , County of Summit, State of Ohio and known as being part of Section 6, formerly Green Township , being more completely described as follows: Commencing at a stone marking the northeast corner of said Section 6.

1) Thence S-89d-30'-28"-W along the centerline of Cottage Grove Road, C.H. 226,60 feet wide, projected westerly a distance of 500.04' feet to a #5 rebar 5916.

2) Thence along the westerly line of lands belonging to McDowell, as described in deed vol. 3506, page 448 Summit County Records, S-71d-21'-40"-W a distance of 131.77 feet to a #5 Rebar 5916.

3) Thence continuing along said McDowell's land S-43d-41'-34"-W a distance of 498.69 feet to a #5 Rebar 5916.

4) Thence continuing along said McDowell's land S-43d-41'-34"-W a distance of 66.53 feet to a #5 Rebar 5916.

5) Thence continuing along said McDowell's land S-50d-49'-26"-W a distance of 169.74 feet to a #5 Rebar 5916.

6) Thence continuing along said McDowell's land S-89d-18'-52"-W a distance of 425.82 feet to a 1 inch closed top pipe.

7) Thence continuing along said McDowell's land S-88d-02'-44"-W a distance of 193.38 feet to a 1 inch open top pipe.

8) Thence continuing along said McDowell's land N-87d-55'-13"-W a distance of 112.42 feet to a lead center monument.

9) Thence continuing along said McDowell's land N-81d-35'-51"-W a distance of 132.90 feet to the easterly line of land belonging to the State of Ohio, as surveyed by J.A. Gehres in 1893.

10) Thence along said Easterly line of land belonging to the State of Ohio N-13d-39'-40"-E a distance of 193.65 feet to the Place of Beginning for the parcel herein described.

1) Thence continuing along said Easterly line of

land belonging to the State of Ohio N-34d-15'-40"-E a distance of 40.00 feet.

2) Thence continuing along said Easterly line of land belonging to the State of Ohio S-79d-58'-20"-E a distance of 55.00 feet.

3) Thence continuing along said Easterly line of land belonging to the State of Ohio N-67d-01'-40"-E a distance of 23.73 feet.

4) Thence S-36d-22'-32"-E a distance of 122.41 feet.

5) Thence along a curve bearing to the left (Radius 183.50 feet, Delta 18d-49'-31", Chord Bearing S-44d-12'42"-W, Chord Distance 60.02 feet) an arc distance of 60.29 feet.

6) Thence N-49d-54'-23"-W a distance of 168.99 feet to the Place of Beginning.

The above described parcel contains 0.2734 acres as Surveyed by Lawrence L. Butterworth, Registered Surveyor No. 5916, in March, 1993.

LEGAL DESCRIPTION OF REAL PROPERTY

Situated in the City of Green, County of Summit, State of Ohio and known as being part of Section 6, formerly Green Township, and being more completely described as follows:

Commencing at a stone marking the northeast corner of said Section 6.

1) Thence S-89d-30'-28"-W along the centerline of Cottage Grove Road, C.H. 226, 60 feet wide, projected westerly a distance of 500.04 feet.

2) Thence S-89d-53'-47"-W along the south line of Cottage Grove Allotment a distance of 202.60.

3) Thence S-40d-16'-59"-W a distance of 466.71 feet.

4) Thence S-37d-06'-00"-E a distance of 24.70 feet.

5) Thence along a curve bearing to the southwest (radius 437.48 feet, chord bearing S-45d-39'-25"-W, chord distance 78.92, delta 10d-21'-00") an arc distance of 79.03 feet.

6) Thence S-50d-49'-55"-W a distance of 124.08 feet to the Place of Beginning for the parcel herein described.

1) Thence S-50d-49'-54"-W a distance of 15.69 feet.

2) Thence along a curve bearing to the right (Radius 62.50 feet, Chord Bearing S-70d-04'-22"-W, Chord Distance 41.19 feet, Delta 38d-28'-56") an arc distance of 41.98 feet.

3) Thence S-89d-18'-50"-W a distance of 107.41 feet.

4) Thence along a curve bearing to the right (Radius 37.50 feet, Chord Bearing N-70d-39'-34"-W, Chord Distance 25.68 feet, Delta 40d-03'-11") an arc distance of 26.22 feet.

5) Thence N-50d-37'-58"-W a distance of 18.02 feet.

6) Thence along a curve bearing to the right (Radius 129.01', Delta 13d-24'-15", Chord Bearing N-43d-55'-51"-W, Chord Distance 30.11 feet) an arc distance of 30.18 feet.

7) Thence along a curve bearing to the right (Radius 24.00 feet, Delta 101d-36'-58", Chord Bearing N-13d-34'-45"-E, Chord Distance 37.20 feet) an arc distance of 42.56 feet.

8) Thence along a curve bearing to the left (Radius 347.65 feet, Delta 20d-39'-23", Chord Bearing N-54d-03'-32"-E, Chord Distance 124.66 feet) an arc distance of 125.33 feet.

9) Thence S-80d-57'-21"-E a distance of 53.32 feet.

10) Thence S-25d-07'-46"-E a distance of 129.60 feet to the Place of Beginning.

The above described parcel contains 0.4652 acres as Surveyed by Lawrence L. Butterworth, Registered Surveyor No. 5916, in March, 1993.

Exhibit B - Amended

DETAIL BUILDING SHEET

[Attached]

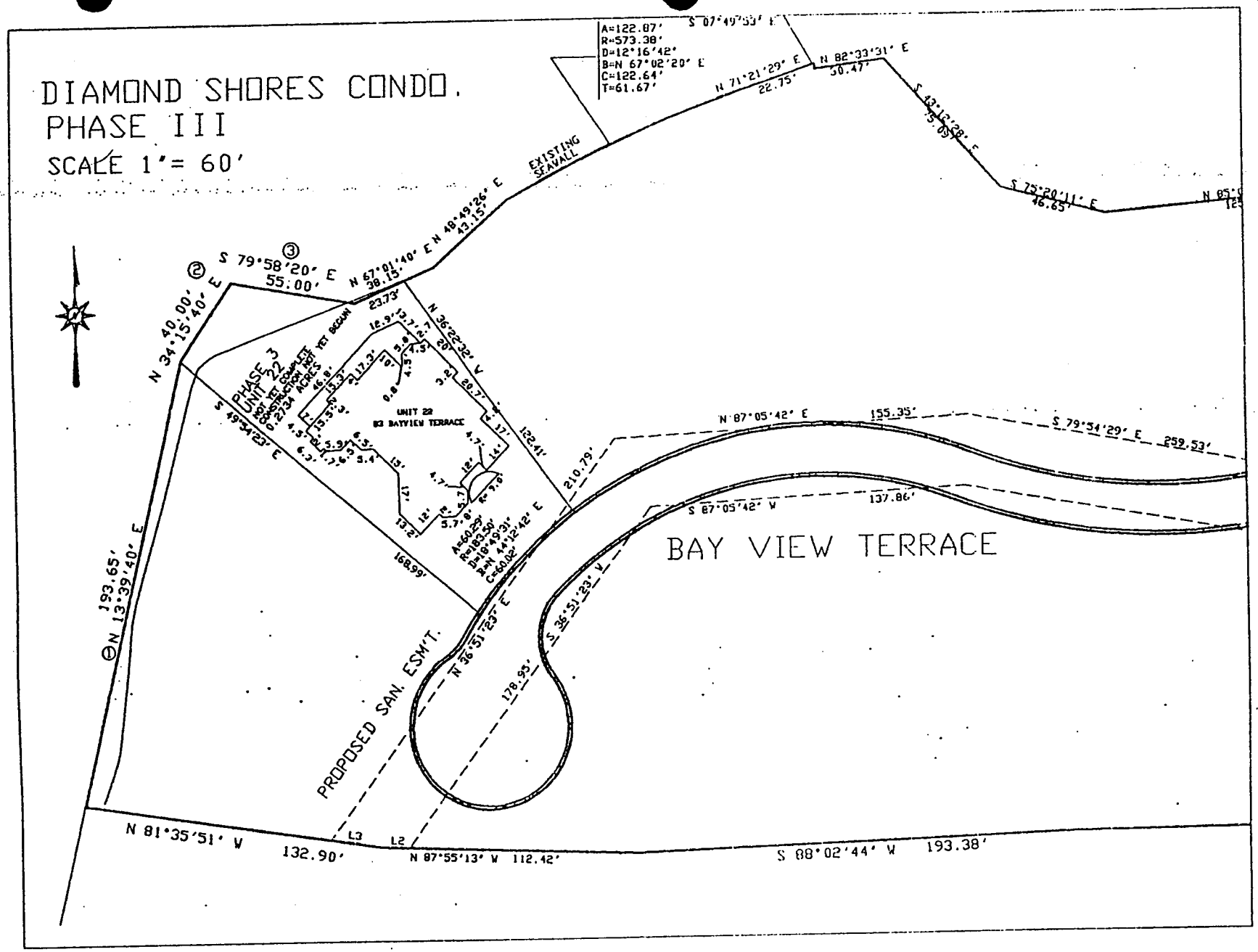


EXHIBIT B - AMENDED

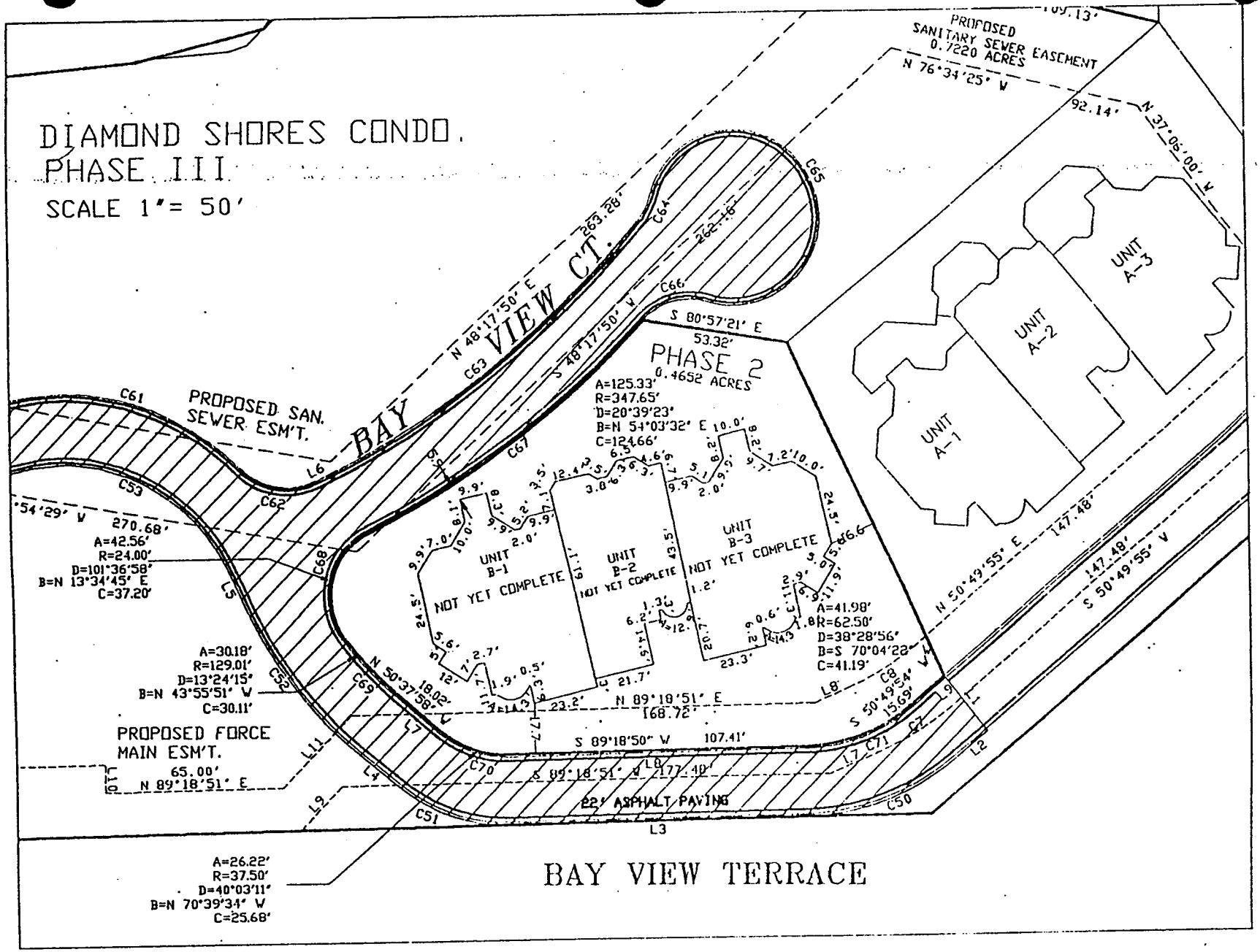


EXHIBIT B - AMENDED

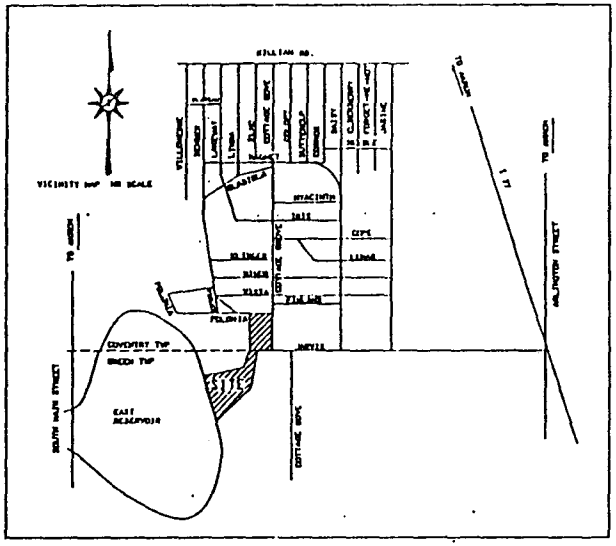
Exhibit C - Amended

DRAWINGS, SHOWING GENERAL PLAN AND LOCATION OF THE CONDOMINIUM BUILDINGS

[Attached]

DIAMOND SHORES CONDOMINIUM
PHASES II & III

SITUATED IN THE CITY OF GREEN, AND THE TOWNSHIP OF COVENTRY, COUNTY OF SUMMIT, STATE OF OHIO



INDEX

PAGE 2 .....BOUNDARY SURVEY, PHASE II AND PHASE III
PAGE 3 .....FOUNDATION MEASUREMENTS OF BUILDING "B".

I hereby certify that page two of this set of drawings delineates the boundaries of phases II & III," and references building "B" to the perimeter of Phase 2.

I further certify page three of this set of drawings accurately dimensions the perimeter of building "B" and said building is presently under construction and not yet complete.

I further certify that construction of unit 22 of Phase III has not yet begun and that unit 22 is not yet complete.

STATE OF OHIO — LAWRENCE L. BUTTERWORTH — 5915 — REGISTERED — SURVEYOR

Lawrence L. Butterworth, P.S. 5915 — Aug 22 1995 — date

STATE OF OHIO — JOHN VOLOSEN — 45145 — REGISTERED — ENGINEER

John Volosen, P.E. 45145 — AUG 29/95 — date

GREISSING & BUTTERWORTH
SURVEYORS
39 EAST MARKET STREET
AKRON, OHIO 44308
(216) 253-2429

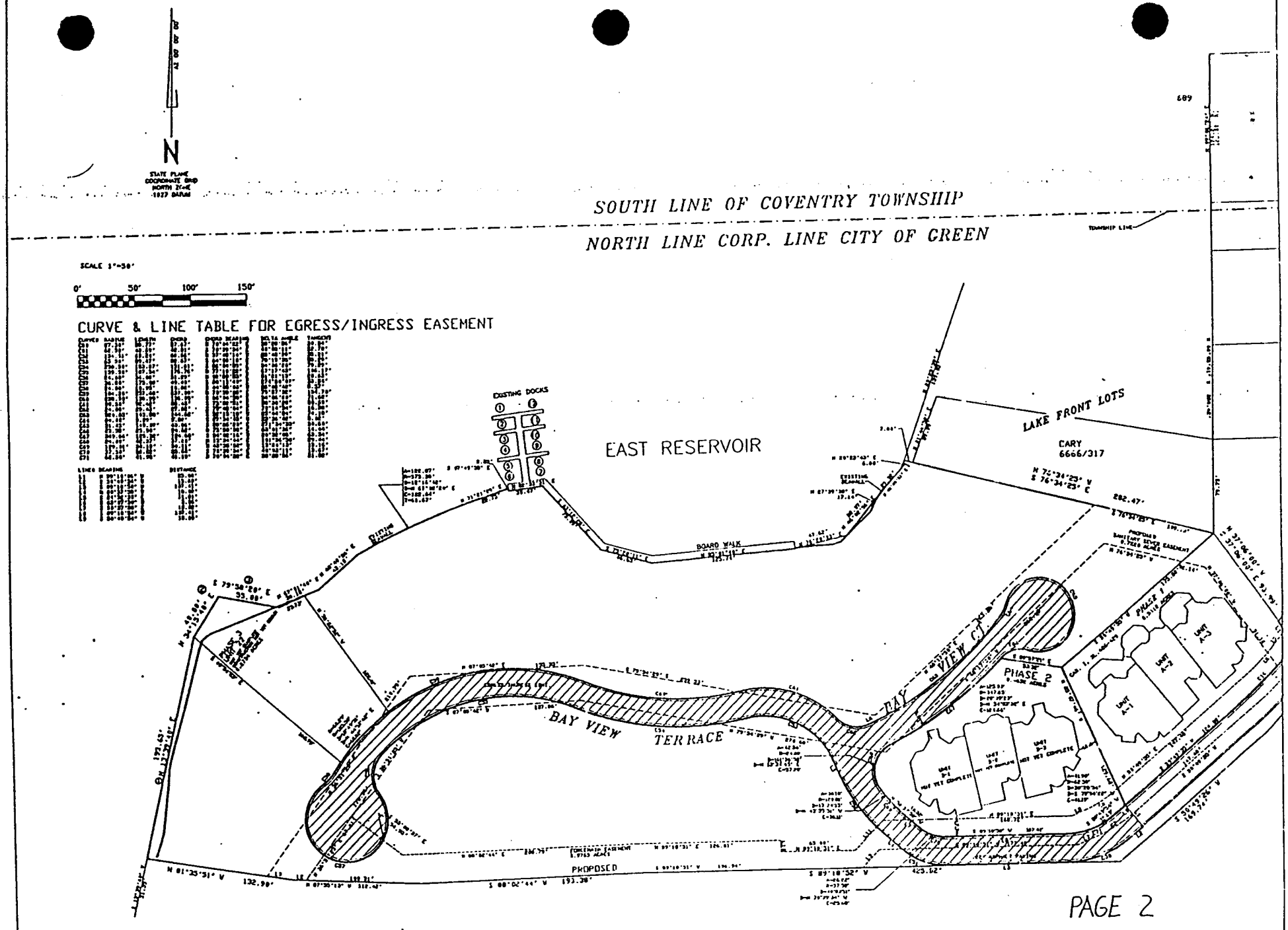


EXHIBIT C - AMENDED
Page 2 of 3

BUILDING "B"

DETAIL SCALE 1"=20'

FIELD MEASUREMENTS FOUNDATION

UNDER CONSTRUCTION

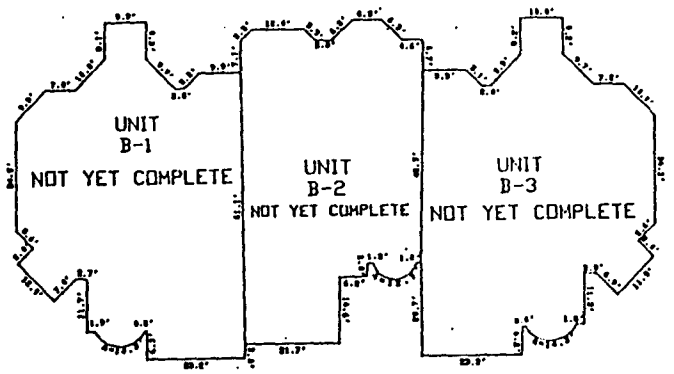


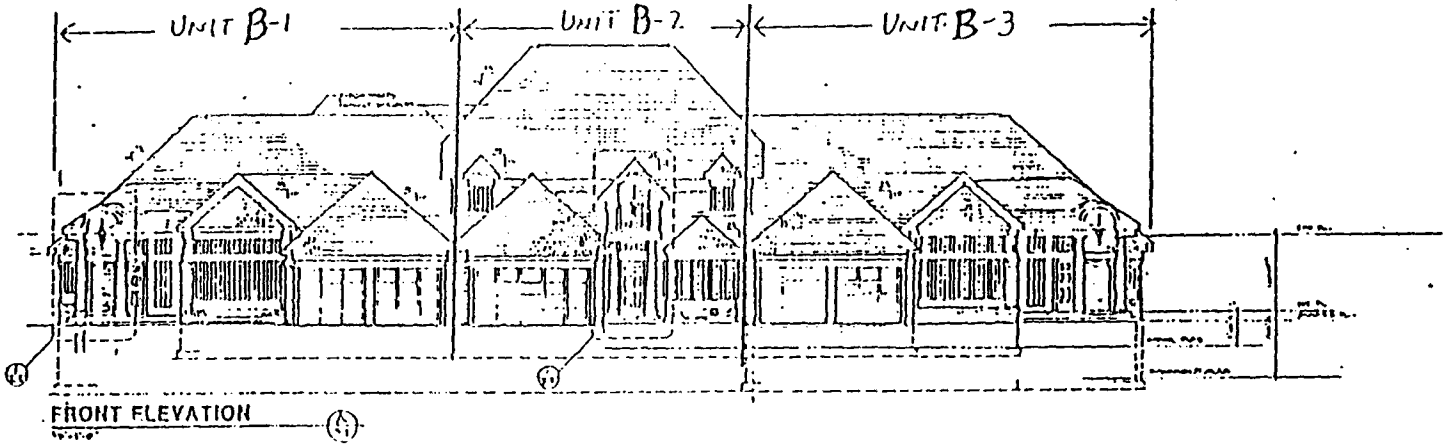
Exhibit D - Amended

ILLUSTRATED ARCHITECTURAL DRAWINGS

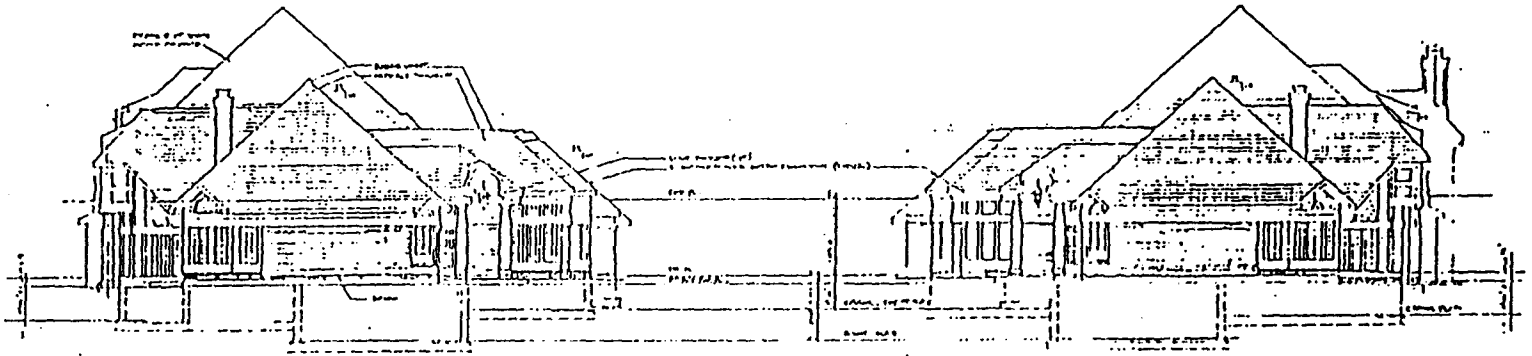
[Attached]

NOTE: PAGES D-1 THROUGH D-12, INCLUSIVE, OF THIS EXHIBIT D ARE TYPICAL ARCHITECTURAL CONSTRUCTION DRAWINGS AND ARE NOT INTENDED TO BE A PART OF THE DRAWINGS REQUIRED BY SECTION 5311.07 OF THE OHIO REVISED CODE BUT ARE TO BE USED FOR ARCHITECTURAL REFERENCE ONLY.

PAGES -1 THROUGH -7, INCLUSIVE, OF THIS EXHIBIT ARE TYPICAL ARCHITECTURAL CONSTRUCTION DRAWINGS AND ARE NOT INTENDED TO BE A PART OF THE DRAWINGS REQUIRED BY SECTION 5311.07 OF THE OHIO REVISED CODE BUT ARE BUILDERS PRINTS TO BE USED FOR ARCHITECTURAL REFERENCE ONLY.

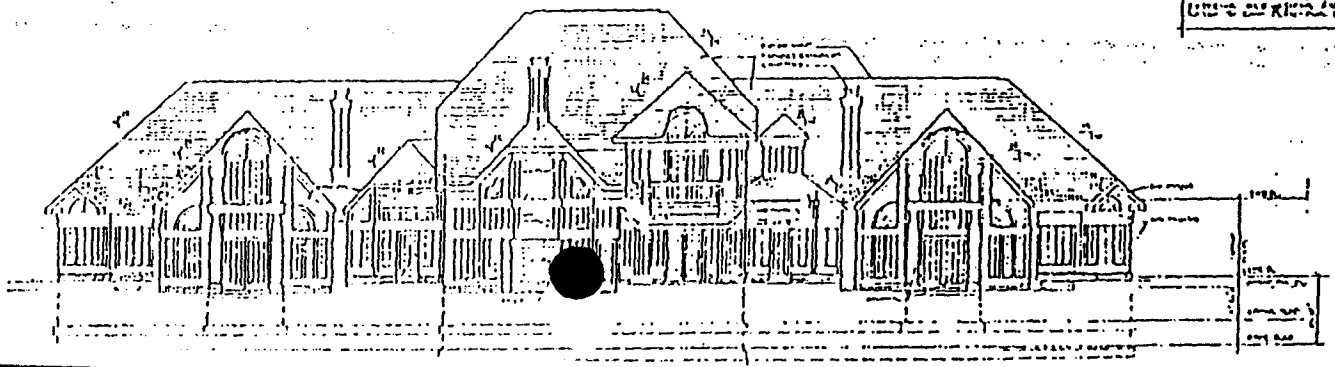


FRONT ELEVATION



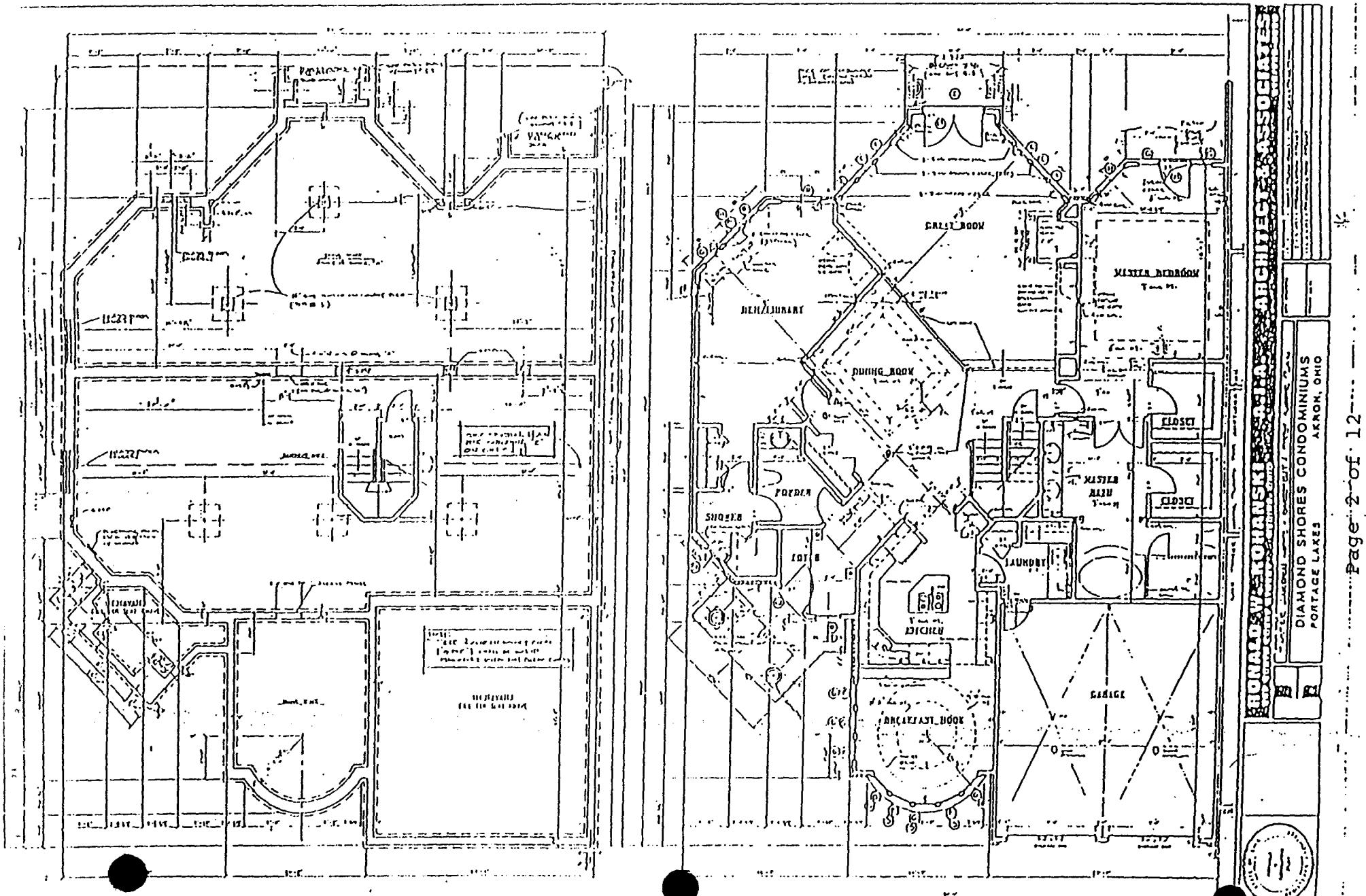
LEFT ELEVATION

RIGHT ELEVATION



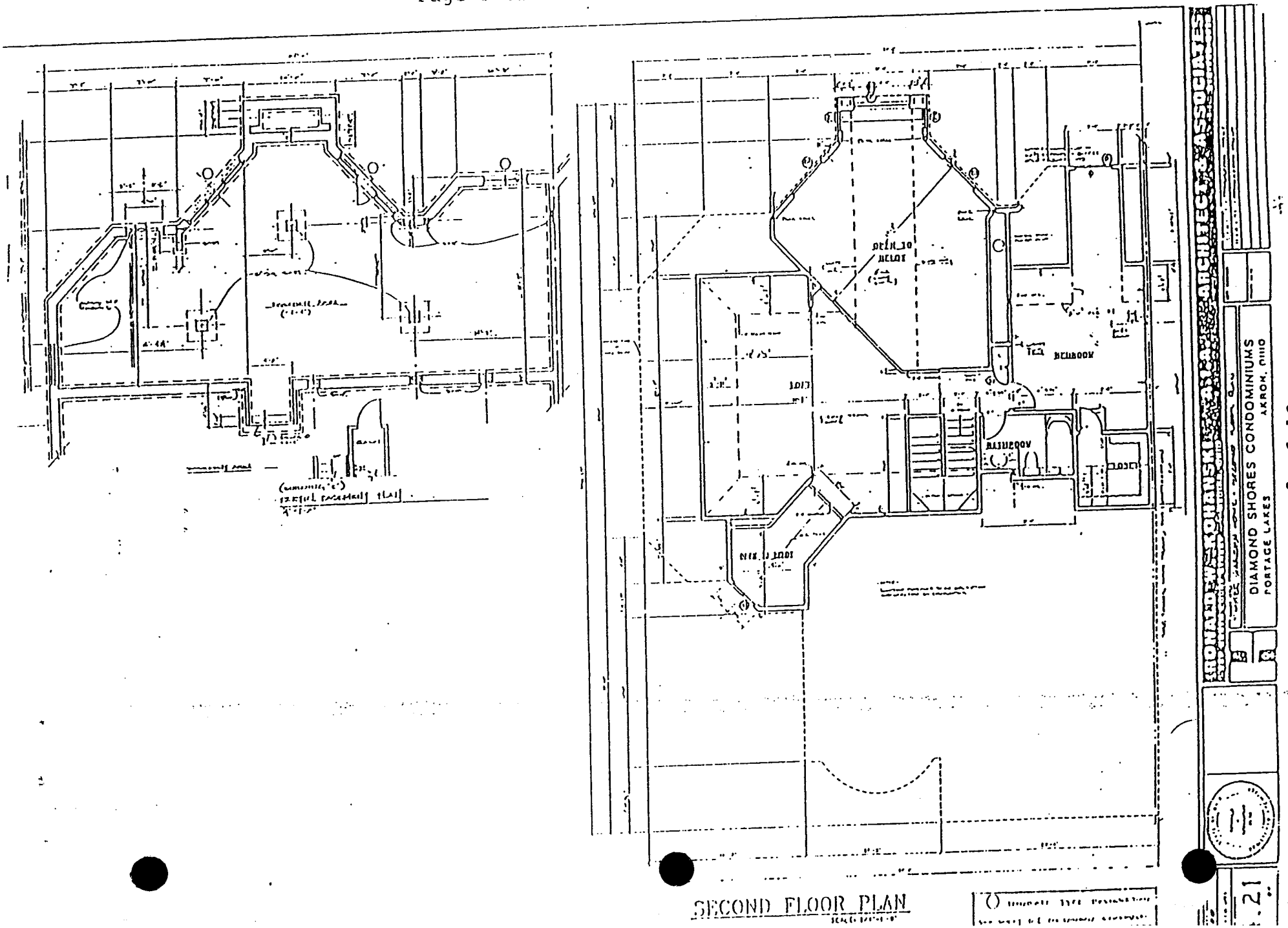
-1

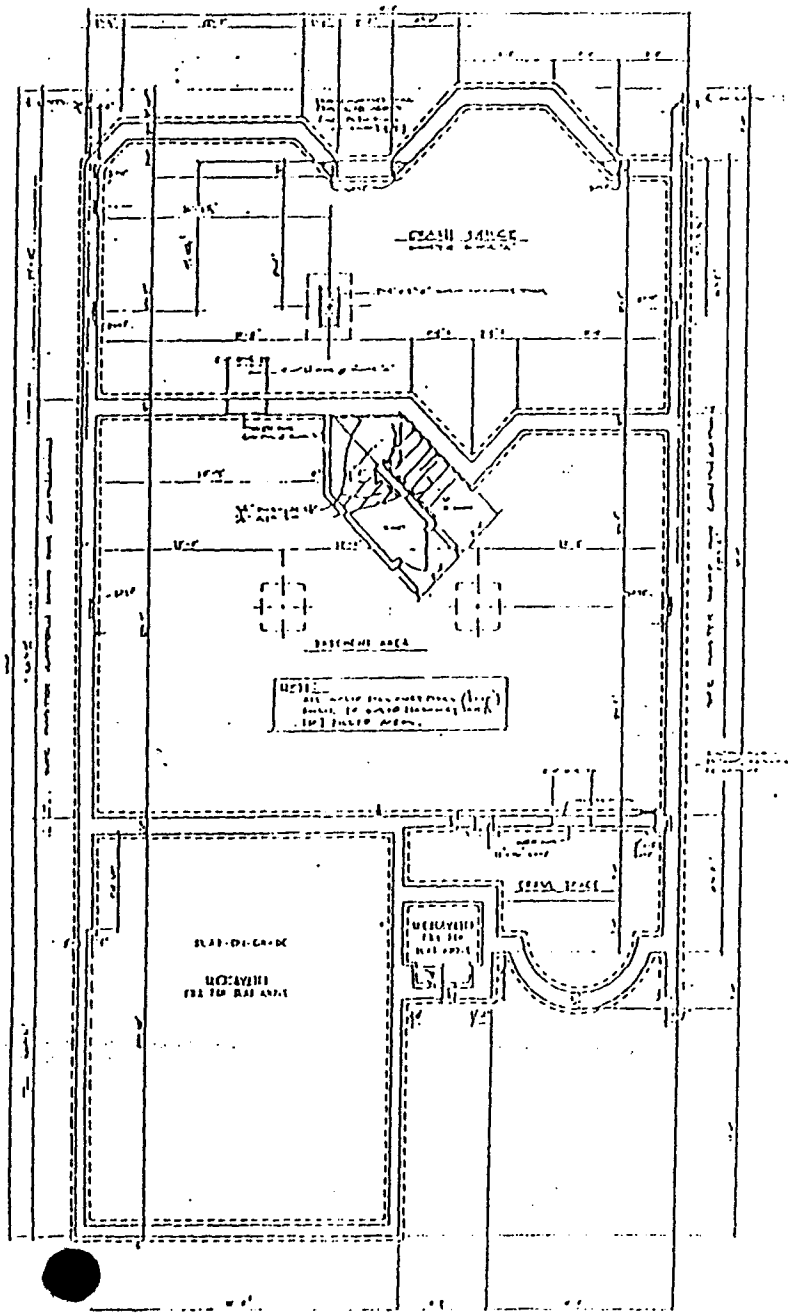
DONALD W. KOHANSKI & ASSOCIATES, ARCHITECTS & PLANNERS
DIAMOND SHORES CONDOMINIUMS
AKRON, OHIO
PORTAGE LAKES



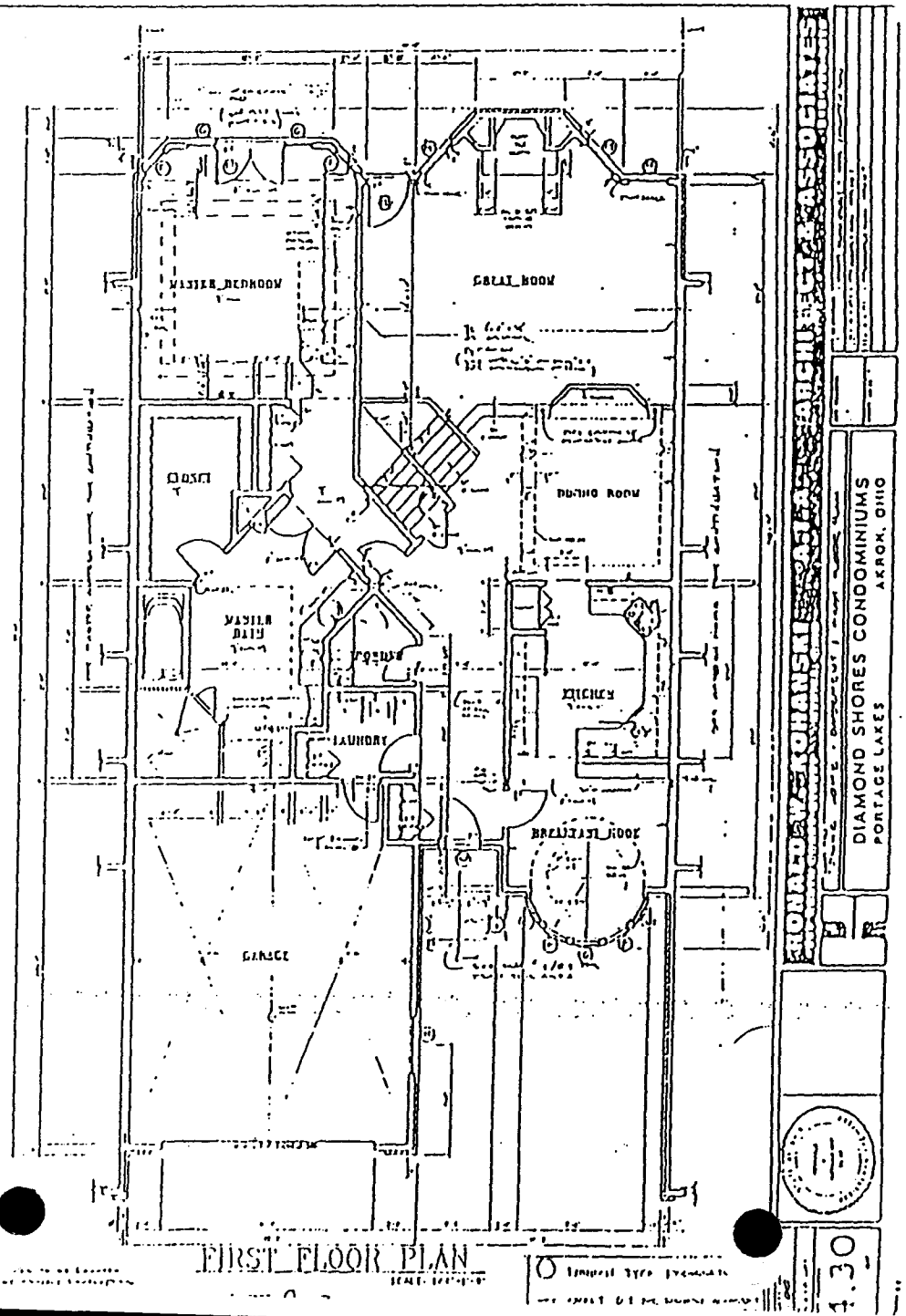
BASEMENT PLAN

FIRST FLOOR PLAN

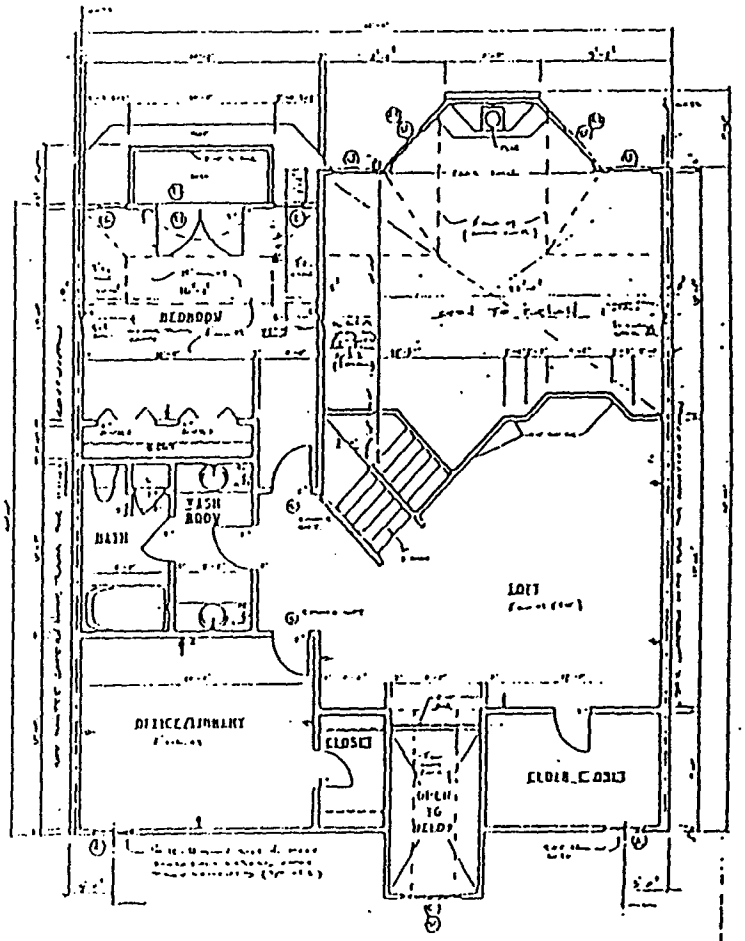

DIAMOND SHORES CONDOMINIUMS
PORTAGE LAKES
AKRON, OHIO
SECOND FLOOR PLAN
21



BASEMENT PLAN

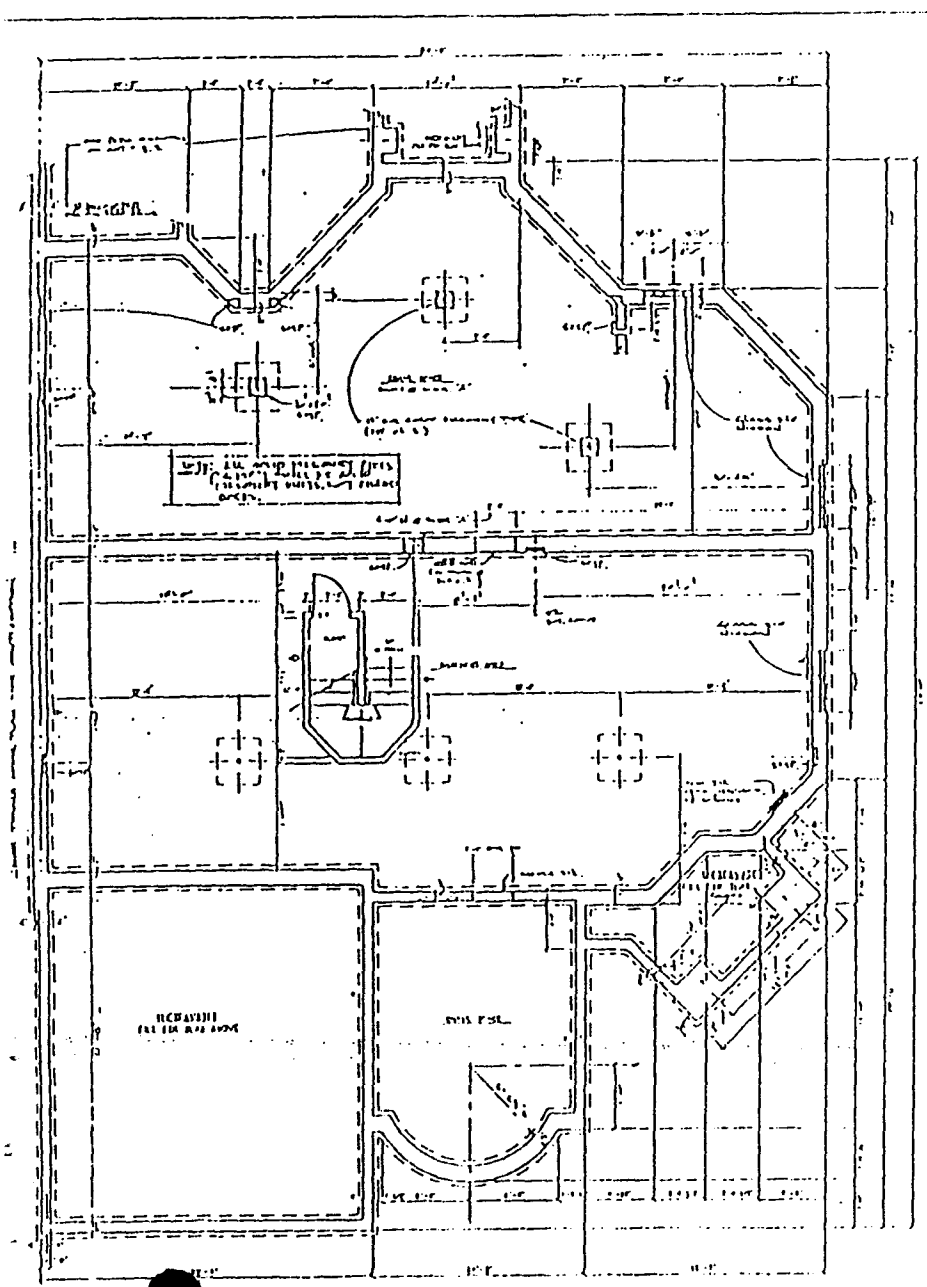


FIRST FLOOR PLAN

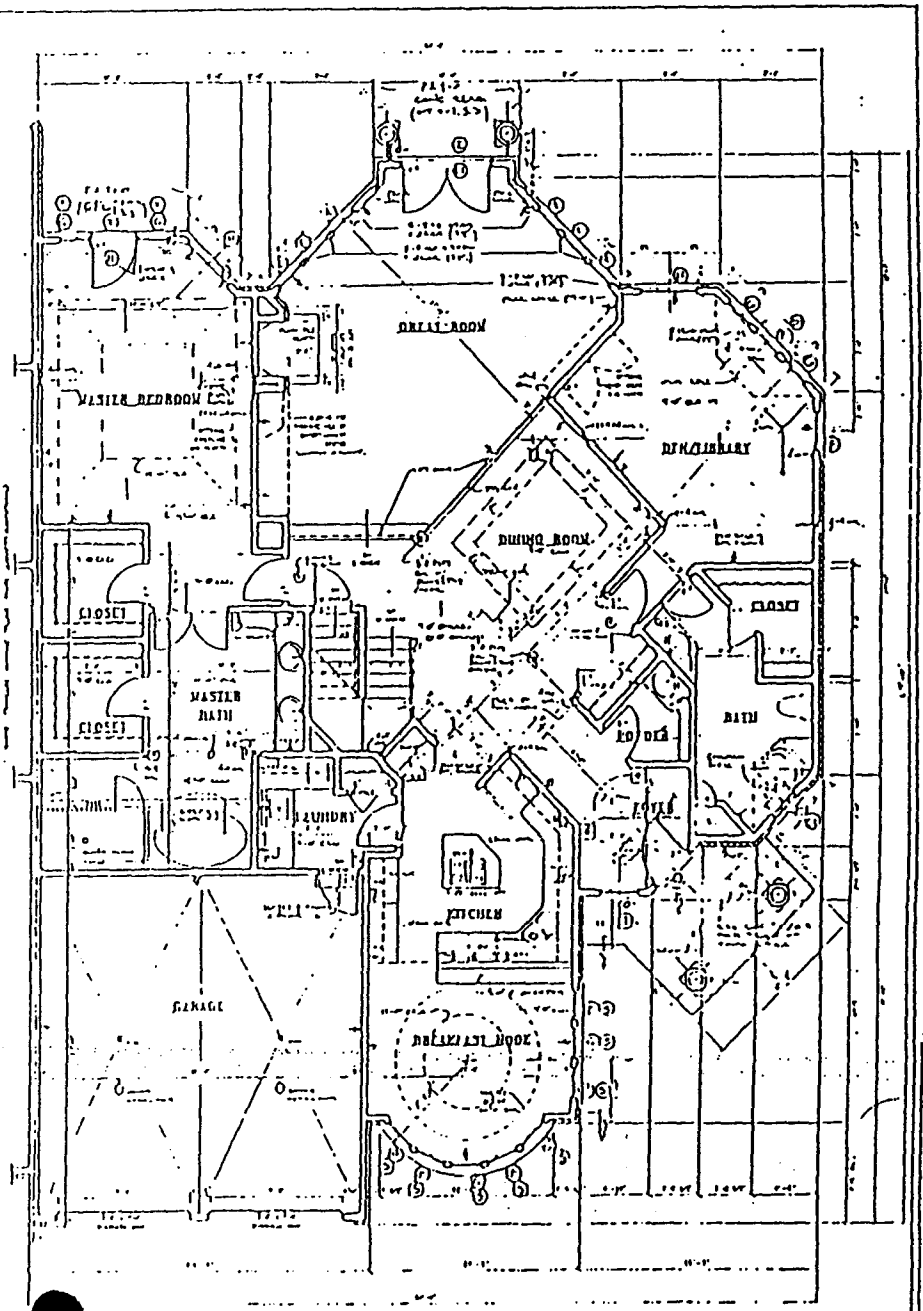


SECOND FLOOR PLAN

DIAMOND SHORES CONDOMINIUMS
PORTAGE LAKES
AKRON, OHIO



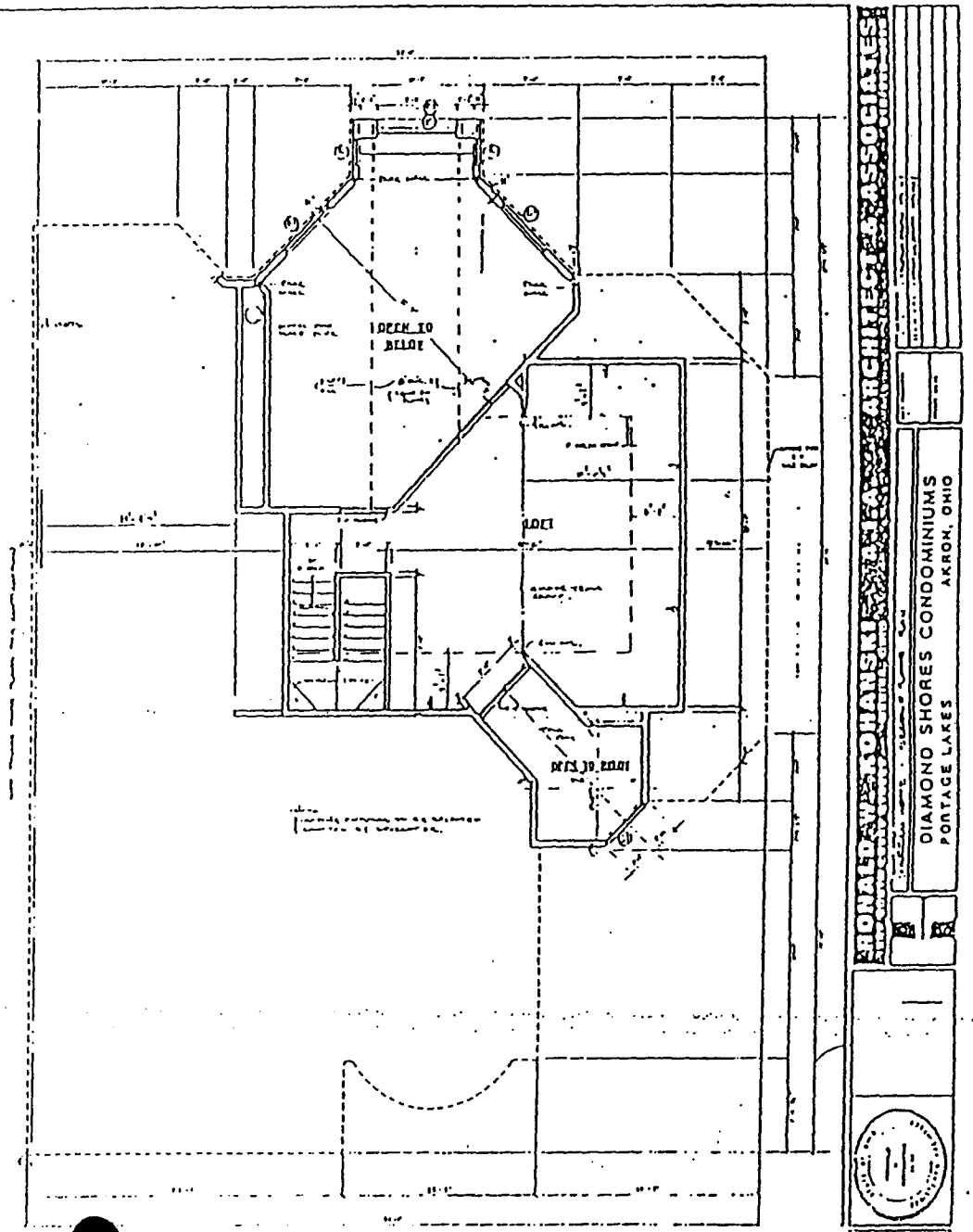
BASEMENT PLAN



FIRST FLOOR PLAN
UNIT B-3

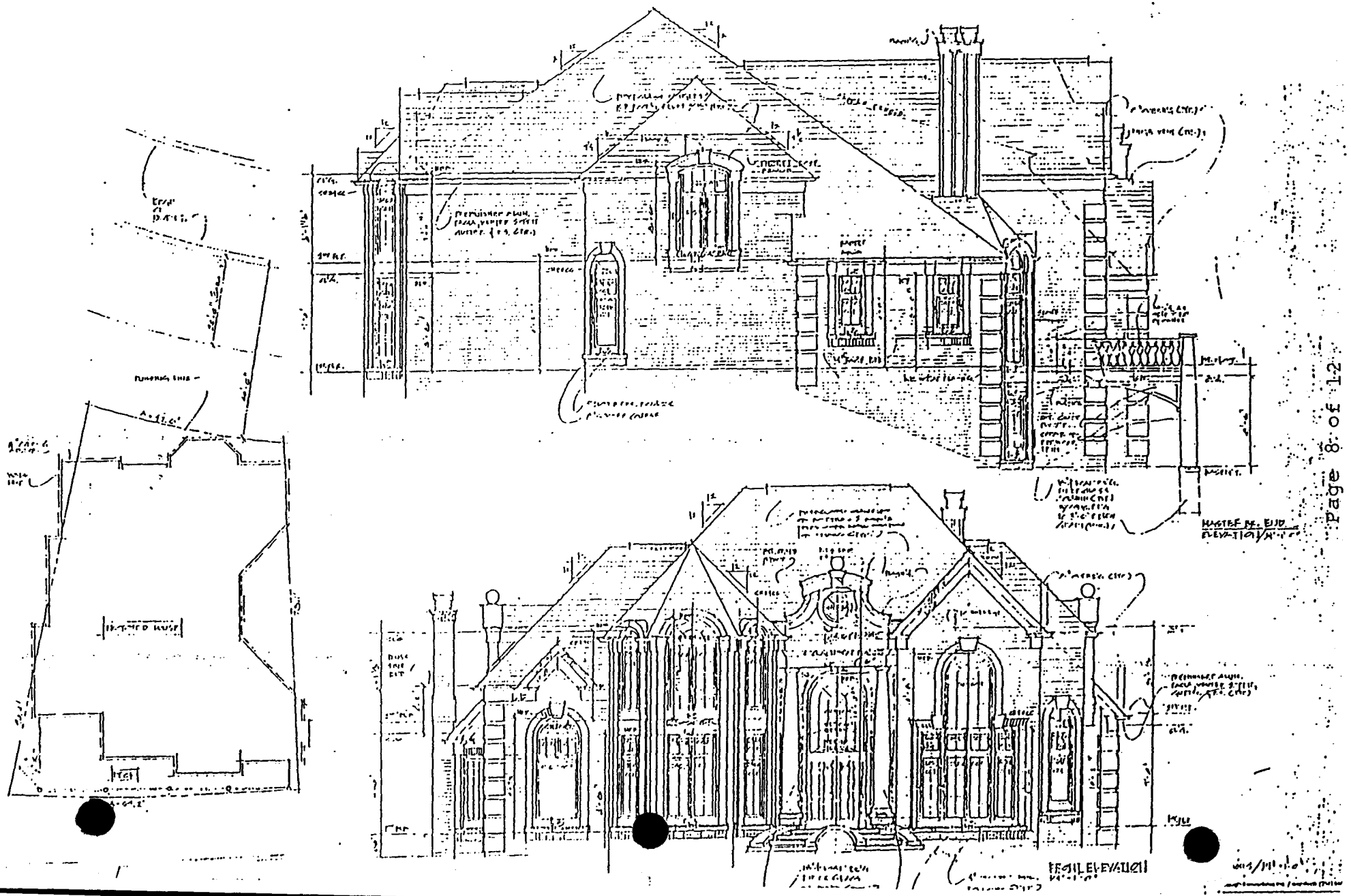
DIAMOND SHORES CONDOMINIUMS
PORTAGE LAKES
AKRON, OHIO

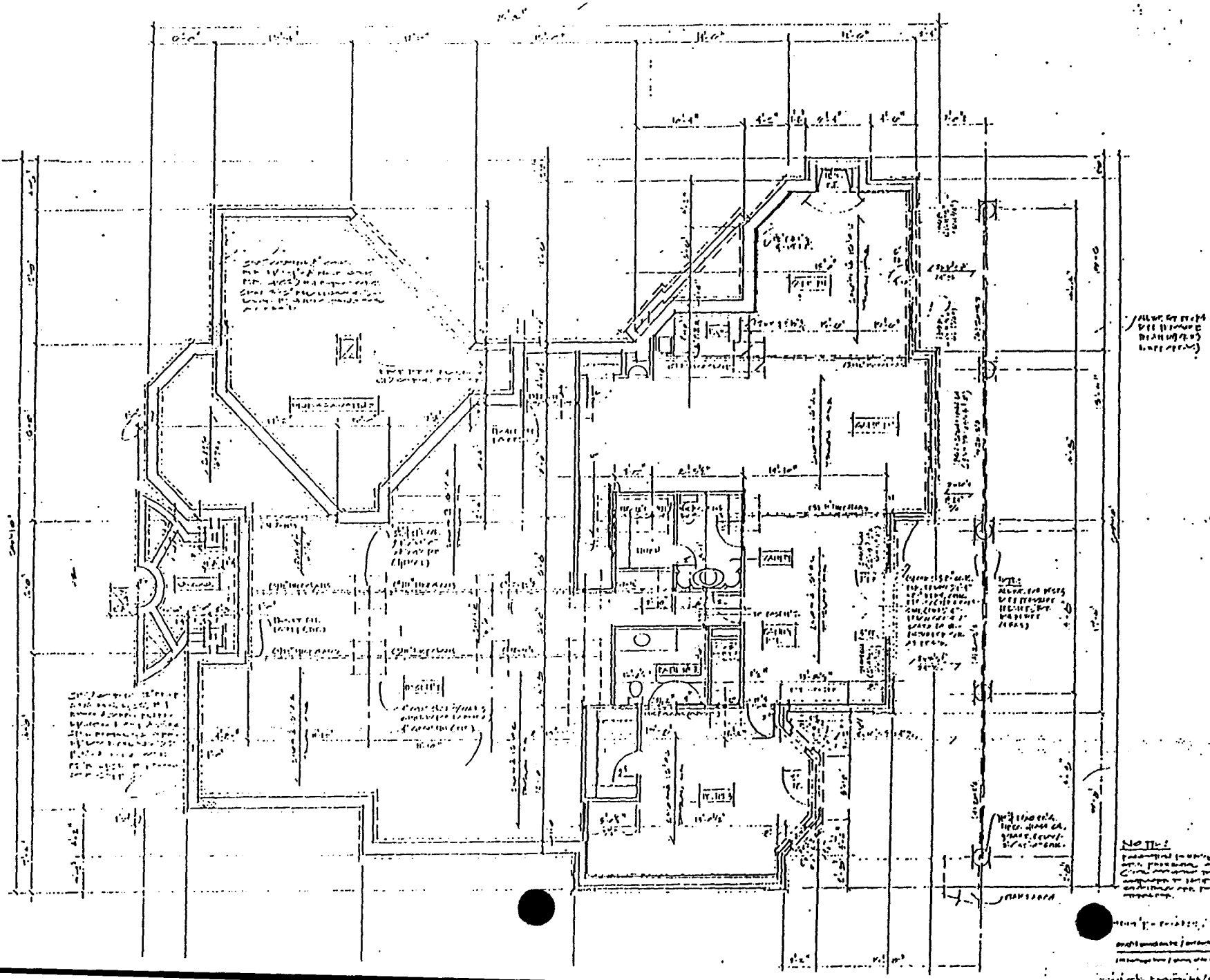
4.10

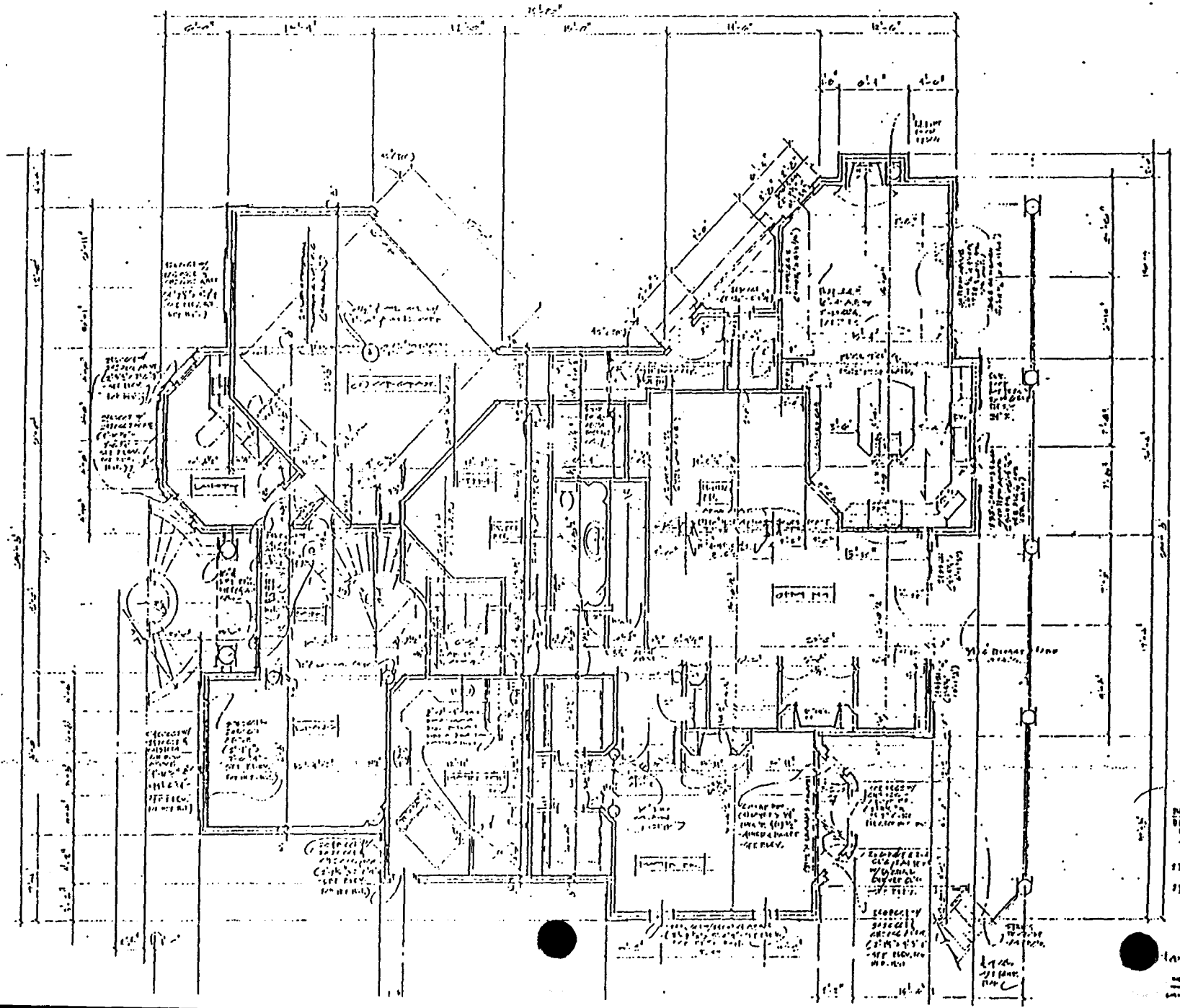


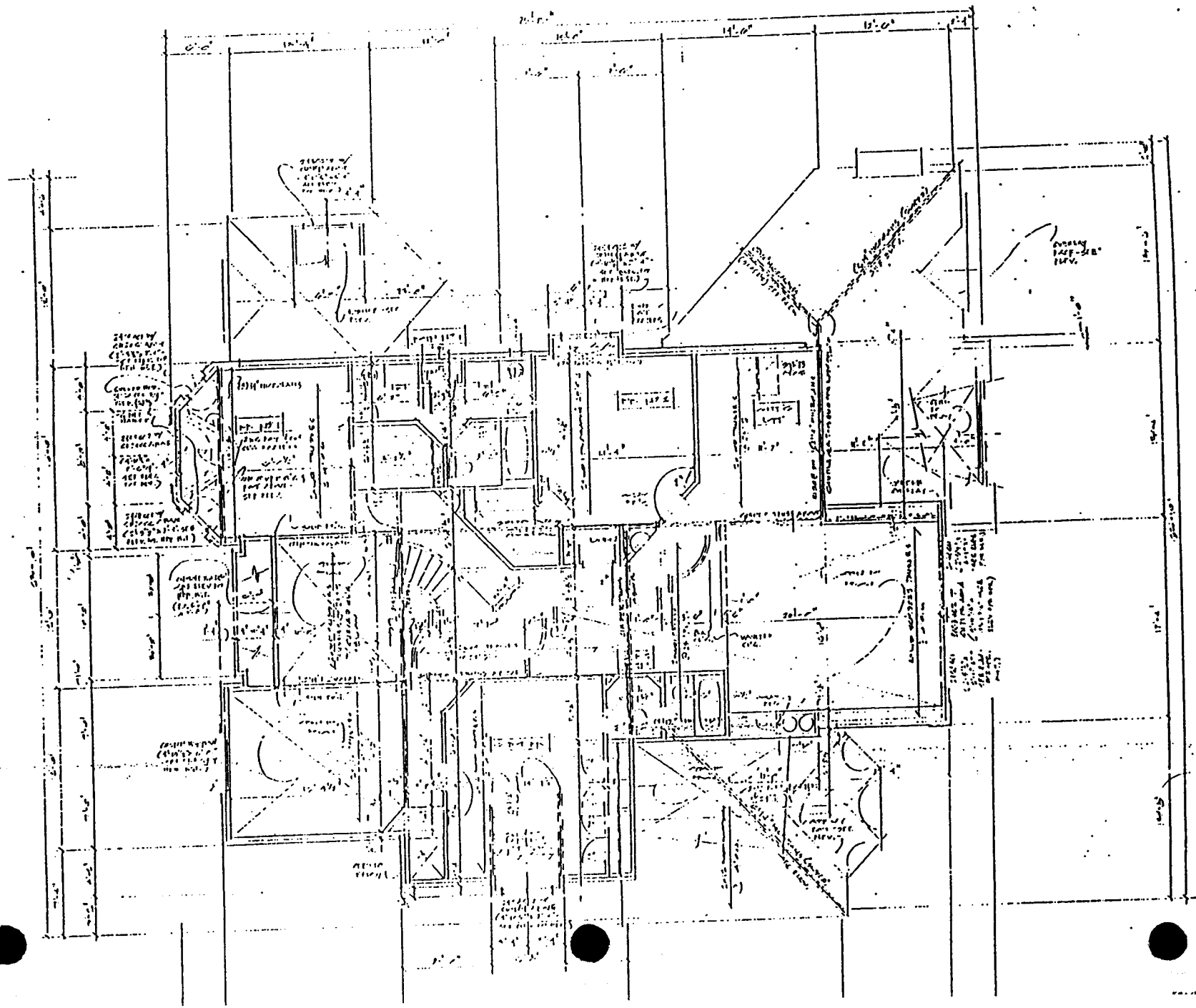
SECOND FLOOR PLAN

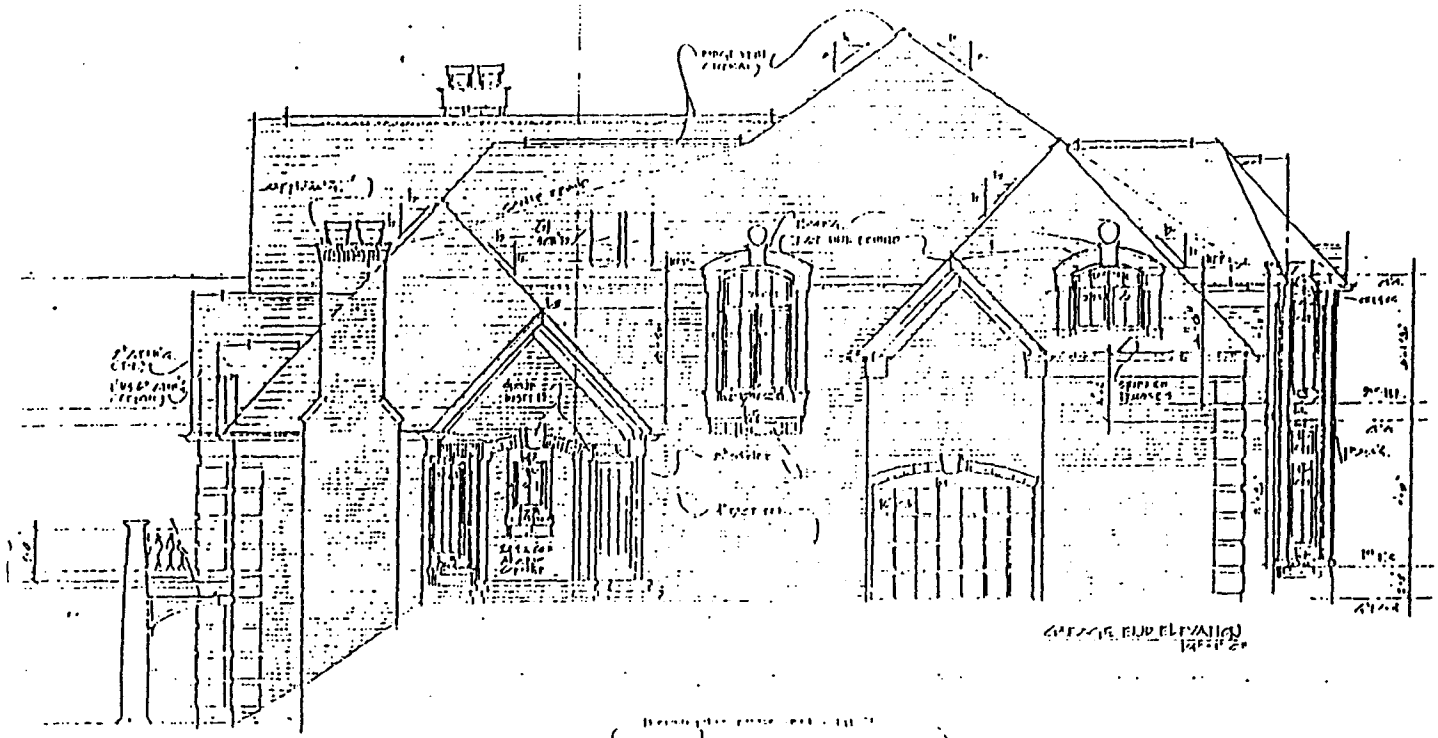
EXHIBIT ARE TYPICAL ARCHITECTURAL CONSTRUCTION DRAWINGS AND ARE NOT INTENDED TO BE A PART OF THE DRAWINGS REQUIRED BY SECTION 5311.07 OF THE OHIO REVISED CODE BUT ARE BUILDERS PRINTS TO BE USED FOR ARCHITECTURAL REFERENCE ONLY.

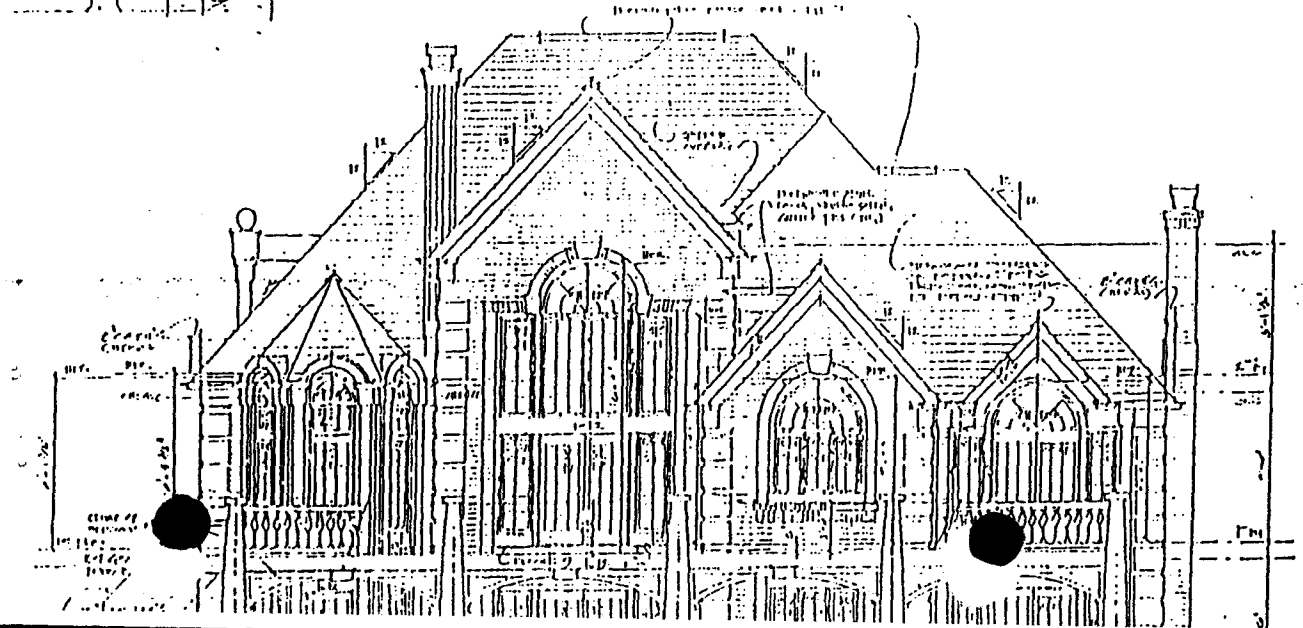












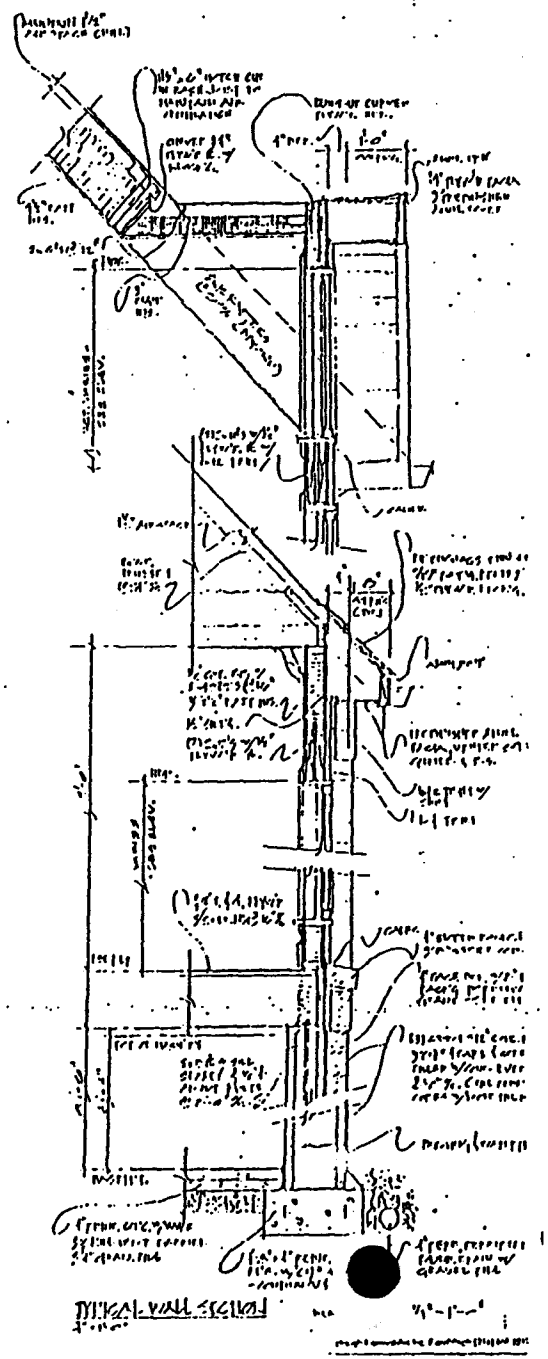


Exhibit E - Amended

SCHEDULE OF PERCENTAGE INTEREST OF UNITS IN COMMON AREAS AND FACILITIES

Unit No.	Percentage of Interest
A-1	13.7
A-2	12.8
A-3	12.0
B-1	13.7
B-2	12.8
B-3	13.7
Unit 22	21.3
	100.00%

Exhibit F - Amended

EASEMENT

KNOWN ALL MEN BY THESE PRESENTS, That:

WHEREAS, CLARK AND VOLOSEN, INC., an Ohio corporation ("Grantor") formed the Diamond Shores Condominium pursuant to the original Declaration filed in Volume OR 1319, Pages 110 through 215, inclusive, of the Summit County, Ohio, Record of Deeds, and further identified in Plat Cabinet I, Slide Nos. 426 to 429, inclusive; and

WHEREAS, in connection therewith Grantor constructed and granted to Diamond Shores Condominium Association ("Grantee") an easement for a common private drive described in Exhibit F of the original Declaration, which is referred to herein as the "Original Easement"; and

WHEREAS, Grantor by First Amendment dated of even date herewith is submitting additional real property to the Condominium Declaration ("Additional Property"), such Additional Property is more particularly described in Exhibit F-1 - Amended, attached hereto and incorporated by reference herein; and

WHEREAS, Grantor has or will extend the Original Easement so that the same extends to, over and upon the Additional Property described in Exhibit F-1 - Amended; and

WHEREAS, it is the intention of Grantor to avail said common private drive for the purposes set forth below to Grantee, together with any other associations and/or home owners which may be located upon or about said property and which are adjacent to said common private drive, either now or in the future.

NOW, THEREFORE, for good and valuable consideration received to its full satisfaction, Grantor does hereby give, grant, bargain and convey to Grantee, for the use and

benefit of its members, unit owners, assigns, agents, employees, tenants, visitors, licensees and other persons using the same for the benefit of any of them, a non-exclusive right and easement in, over and upon the real property described in Exhibit F-2 - Amended (or over such property which corresponds to the actual location of the above-mentioned common private drive as such location may be modified by Grantor) for the purpose of freely passing and repassing on foot or with vehicles, for all lawful purposes incident or proper to the enjoyment of the Additional Property described in Exhibit F-1 - Amended as residential property.

Grantor reserves unto itself, for the use and benefit of its successors and assigns, agents, employees, visitors and licensees, together with other condominium associations, unit owners and/or home owners which do now or will in the future reside on or about lands adjacent to said common private drive, a perpetual right-of-way and non-exclusive easement over the property described in Exhibit F-2 - Amended (or as modified by Grantor) for purposes of freely passing and repassing on foot or with vehicles for all lawful purposes incident or proper to the enjoyment of property adjacent to said common drive as residential property, and for the further purposes of constructing, maintaining and servicing such drive described in Exhibit F-2 - Amended and such Additional Property described in Exhibit F-1 - Amended and installing utilities in said common private drive incidental to development, and further for purposes of ingress and egress onto and across the Additional Property described in Exhibit F-1 - Amended.

A condition of this grant of easement is that Grantee agrees to pay its share of the total costs of construction, maintenance and repair of said common private drive and improvements thereon, which share shall be in the same proportion as the number of condominium units in Diamond Shores Condominium bears the total number of single family or condominium units which are located on the Condominium Property.

IN WITNESS WHEREOF, this Easement is executed this 25th day of September, 1995.

WITNESSED BY:

CLARK AND VOLOSEN, INC.

CORPORATION:

By: _____
John Volosen, Secretary

STATE OF OHIO)
) SS
SUMMIT COUNTY)

I, BRENDA K. GRAY, a Notary Public in and for said County and State, do hereby certify that CLARK AND VOLOSEN, INC., by John Volosen, its Secretary, has this day acknowledged the signing and execution of said instrument, for and on behalf of said corporation, and has acknowledged that the same, in all respects, is his free act and deed as such officer and the free act and deed of said corporation.

And I further certify that said John Volosen is know to me to be the individual and officer described herein and who executed said instrument.

IN TESTIMONY WHEREOF, I have hereunto set my hand and official seal at AKRON, Ohio, this 25th day of SEPTEMBER, 1995.

_____
NOTARY PUBLIC

BRENDA K. GRAY, Notary Public
Residence - Summit County
State Wide Jurisdiction, Ohio
My Commission Expires June 13, 1999

AL DESCRIPTION OF REAL PROPERTY

Situated in the City of Green , County of Summit, State of Ohio and known as being part of Section 6, formerly Green Township , being more completely described as follows: Commencing at a stone marking the northeast corner of said Section 6.

1) Thence S-89d-30'-28"-W along the centerline of Cottage Grove Road, C.H. 226,60 feet wide, projected westerly a distance of 500.04' feet to a #5 rebar 5916.

2) Thence along the westerly line of lands belonging to McDowell, as described in deed vol. 2506, page 448 Summit County Records, S-71d-21'-40"-W a distance of 131.77 feet to a #5 Rebar 5916.

3) Thence continuing along said McDowell's land S-43d-41'-34"-W a distance of 498.69 feet to a #5 Rebar 5916.

4) Thence continuing along said McDowell's land S-43d-41'-34"-W a distance of 66.53 feet to a #5 Rebar 5916.

5) Thence continuing along said McDowell's land S-50d-49'-26"-W a distance of 169.74 feet to a #5 Rebar 5916.

6) Thence continuing along said McDowell's land S-89d-18'-52"-W a distance of 425.82 feet to a 1 inch closed top pipe.

7) Thence continuing along said McDowell's land S-88d-02'-44"-W a distance of 193.38 feet to a 1 inch open top pipe.

8) Thence continuing along said McDowell's land N-87d-58'-13"-W a distance of 112.42 feet to a lead center monument.

9) Thence continuing along said McDowell's land N-81d-35'-51"-W a distance of 132.90 feet to the easterly line of land belonging to the State of Ohio, as surveyed by J.A. Gehres in 1893.

10) Thence along said Easterly line of land belonging to the State of Ohio N-13d-39'-40"-E a distance of 193.65 feet to the Place of Beginning for the parcel herein described.

1) Thence continuing along said Easterly line of

land belonging to the State of Ohio N-34d-15'-40"-E a distance of 40.00 feet.

2) Thence continuing along said Easterly line of land belonging to the State of Ohio S-79d-58'-20"-E a distance of 55.00 feet.

3) Thence continuing along said Easterly line of land belonging to the State of Ohio N-67d-01'-40"-E a distance of 23.73 feet.

4) Thence S-36d-22'-32"-E a distance of 122.41 feet.

5) Thence along a curve bearing to the left (Radius 183.50 feet, Delta 13d-49'-31", Chord Bearing S-44d-12'42"-W, Chord Distance 50.02 feet) an arc distance of 60.29 feet.

6) Thence N-49d-54'-23"-W a distance of 168.99 feet to the Place of Beginning.

The above described parcel contains 0.2734 acres as Surveyed by Lawrence L. Butterworth, Registered Surveyor No. 5916, in March, 1993.

LEGAL DESCRIPTION OF REAL PROPERTY

Located in the City of Green, County of Summit, State of Ohio and known as being part of Section 6, formerly Green Township, and being more completely described as follows:

Commencing at a stone marking the northeast corner of said Section 6.

1) Thence S-89d-30'-28"-W along the centerline of Cottage Grove Road, C.H. 226, 60 feet wide, projected westerly a distance of 500.04 feet.

2) Thence S-89d-53'-47"-W along the south line of Cottage Grove Allotment a distance of 202.60.

3) Thence S-40d-16'-59"-W a distance of 466.71 feet.

4) Thence S-37d-06'-00"-E a distance of 24.70 feet.

5) Thence along a curve bearing to the southwest (radius 437.48 feet, chord bearing S-45d-39'-25"-W, chord distance 78.92, delta 10d-21'-00") an arc distance of 79.03 feet.

6) Thence S-50d-49'-55"-W a distance of 124.08 feet to the Place of Beginning for the parcel herein described.

1) Thence S-50d-49'-54"-W a distance of 15.69 feet.

2) Thence along a curve bearing to the right (Radius 62.50 feet, Chord Bearing S-70d-04'-22"-W, Chord Distance 41.19 feet, Delta 38d-28'-56") an arc distance of 41.98 feet.

3) Thence S-89d-18'-50"-W a distance of 107.41 feet.

4) Thence along a curve bearing to the right (Radius 37.50 feet, Chord Bearing N-70d-39'-34"-W, Chord Distance 25.66 feet, Delta 40d-03'-11") an arc distance of 26.22 feet.

5) Thence N-50d-37'-58"-W a distance of 18.02 feet.

6) Thence along a curve bearing to the right (Radius 129.01', Delta 13d-24'-15", Chord Bearing N-43d-55'-51"-W, Chord Distance 30.11 feet) an arc distance of 30.16 feet.

7) Thence along a curve bearing to the right (Radius 24.00 feet, Delta 101d-36'-58", Chord Bearing N-13d-34'-45"-E, Chord Distance 37.20 feet) an arc distance of 42.56 feet.

8) Thence along a curve bearing to the left (Radius 347.65 feet, Delta 20d-39'-23", Chord Bearing N-54d-03'-32"-E, Chord Distance 124.66 feet) an arc distance of 125.33 feet.

9) Thence S-80d-57'-21"-E a distance of 53.32 feet.

10) Thence S-25d-07'-46"-E a distance of 129.60 feet to the Place of Beginning.

The above described parcel contains 0.4652 acres as Surveyed by Lawrence L. Butterworth, Registered Surveyor No. 5915, in March, 1993.

Egress Ingress Easement
March 24, 1993

Situated in the City of Green and the Township of Coventry, County of Summit, State of Ohio and known as being part of Section 6, formerly Green Township, and all of sub lots 673, and 674 in the Cottage Grove Allotment #8, as recorded in Plat Book 36, page 60, Summit County Records, being more completely described as follows:

Commencing at a stone marking the northeast corner of said Section 6.

Thence S-89d-30'-28"-W along the centerline of Cottage Grove Road, C. H. 226, 60 feet wide, projected westerly a distance of 402.51 feet to the place of beginning for the easement herein described.

1) Thence S-89d-30'-28"-W a distance of 97.53 feet.

2) Thence S-89d-53'-47"-W a distance of 2.21 feet.

3) Thence N-00d-33'-54"-E a distance of 3.38 feet.

4) Thence S-71d-20'-03"-W a distance of 127.52 feet.

5) Thence along a curve to the left (radius 124.85 feet, chord bearing S-57d-55'-36"-W, chord 57.90 feet, delta 26d-48'-53") an arc distance of 58.43 feet.

6) Thence S-44d-30'-16"-W a distance of 218.84 feet.

7) Thence along a curve to the left (radius 285.64 feet, chord bearing S-42d-15'-44"-W, chord 22.35 feet, delta 04d-29'-03") an arc distance of 22.36 feet.

8) Thence S-40d-01'-15"-W a distance of 166.61 feet.

9) Thence S-44d-03'-42"-W a distance of 29.35 feet.

10) Thence along a curve to the right (radius 462.51 feet, chord bearing S-45d-25'-34"-W, chord 87.14 feet, delta 10d-48'-41") an arc distance of 87.27 feet.

11) Thence S-50d-49'-54"-W a distance of 139.77 feet.

12) Thence along a curve to the right (radius 87.50 feet, chord distance 57.67 feet, chord bearing S-70d-04'-22" W, Delta 38d-28'-56") an ARC distance of 58.77 feet.

13) Thence S-89d-18'-50" W a distance of 107.41 feet.

14) Thence along a curve to the right (radius 62.50 feet, chord distance 42.81 feet, chord bearing N-70d-39'-34" W, Delta 40d-03'-11") an ARC distance of 43.69 feet.

15) Thence N-50d-37'-58" W a distance of 18.02 feet.

16) Thence along a curve to the right (radius 154.01 feet, chord distance 68.66 feet, chord bearing N-37d-45'-14" W, Delta 25d-45'-28") an ARC distance of 69.24 feet.

17) Thence N-24d-52'-30" W a distance of 11.81 feet.

18) Thence along a curve to the left (radius 65.50 feet, chord distance 82.67 feet, chord bearing N-64d-00'-18" W, Delta 78d-15'-35") an ARC distance of 89.47 feet.

19) Thence along a curve to the right (radius 258.50 feet, chord distance 151.61 feet, chord bearing N-86d-04'-55" W, Delta 34d-06'20") an ARC distance of 153.87 feet.

20) Thence along a curve to the left (radius 159.50 feet, chord distance 176.76 feet, chord bearing S-77d-19'-22" W, Delta 67d-17'-45") an ARC distance of 187.34 feet.

21) Thence along a curve to the left (radius 24.00 feet, chord distance 31.29 feet, chord bearing S-02d-59'-53" W, Delta 81d-21'-13") an ARC distance of 34.08 feet.

22) Thence along a curve to the right (radius 36.50 feet, chord distance 49.40 feet, chord bearing N-80d-15'-40" W, Delta 274d-50-07") an ARC distance of 175.08 feet.

23) Thence along a curve to the left (radius 24.00 feet, chord distance 10.86 feet, chord bearing N-44d-05'-03" E, Delta 26d-08'-42") an ARC distance of 10.95 feet.

24) Thence along a curve to the right (radius 184.50 feet, chord distance 237.09 feet, chord bearing N-70d-59'-28" E, Delta 79d-57'-32") an ARC distance of 257.48 feet.

25) Thence along a curve to the left (radius 233.50 feet, chord distance 136.95 feet, chord bearing S-86d-04'-55" E, Delta 34d-06'-20") an ARC distance of 138.99 feet.

26) Thence along a curve to the right (radius 90.50 feet, chord distance 88.45 feet, chord bearing S-73d-52'-51" E, Delta 58d-30'-28") an ARC distance of 92.42 feet.

27) Thence along a curve to the left (radius 24.00 feet, chord distance 27.62 feet, chord bearing S-79d-45'-04" E, Delta 70d-14'-54") an ARC distance of 29.43 feet.

28) Thence N-65d-07'-30" E, a distance of 3.86 feet.

29) Thence along a curve to the left (radius 324.65 feet, chord distance 144.62 feet, chord bearing N-52d-15'-18" E, Delta 25d-44'-24") an ARC distance of 145.85 feet.

30) Thence along a curve to the left (radius 24.00 feet, chord distance 9.82 feet, chord bearing N-27d-34'-45" E, Delta 23d-36'-42") an ARC distance of 9.89 feet.

31) Thence along a curve to the right (radius 31.45 feet, chord distance 43.86 feet, chord bearing S-28d-26'-20" E, Delta 271d-34'-33") an ARC distance of 149.07 feet.

32) Thence along a curve to the left (radius 23.55 feet, chord distance 24.62 feet, chord bearing S-75d-50'-08" W, Delta 63d-01'-36") an ARC distance of 25.90 feet.

33) Thence along a curve to the right (radius 349.66 feet, chord distance 124.65 feet, chord bearing S-54d-02'-16" W, Delta 20d-32'-05") an ARC distance of 125.32 feet.

34) Thence along a curve to the left (radius 24.00 feet, chord distance 37.20 feet, chord bearing S-13d-34'-44" W, Delta 101d-36'-58") an ARC distance of 42.57 feet.

35) Thence along a curve to the left (radius 129.01 feet, chord distance 30.11 feet, chord bearing S-43d-55'-52" E, Delta 13d-24'-13") an ARC distance of 30.18 feet.

36) Thence S-50d-37'-58" E, a distance of 18.02 feet.

37) Thence along a curve to the left (radius 37.50 feet, chord distance 25.68 feet, chord bearing S-70d-39'-34" E, Delta 40d-03'-11") an ARC distance of 26.22 feet.

38) Thence N-89d-18'-50" E, a distance of 107.41 feet.

39) Thence along a curve to the left (radius 62.50 feet, chord distance 41.19 feet, chord bearing N-70d-04'-22" E, Delta 38d-28'-56") an ARC distance of 41.98 feet.

40) Thence N-50d-49'-54"-E a distance of 139.77 feet.

41) Thence along a curve to the left (radius 437.51 feet, chord bearing N-45d-25'-34"-E, chord 82.43 feet, delta 10d-48'-41") an arc distance of 82.56 feet.

42) Thence N-36d-15'-35"-E a distance of 29.41 feet.

43) Thence N-40d-01'-09"-E a distance of 166.54 feet.

44) Thence along a curve to the right (radius 314.30 feet, chord bearing N-42d-15'-47"-E, chord 24.61 feet, delta 04d-29'-17") an arc distance of 24.62 feet.

45) Thence N-44d-30'-20"-E a distance of 274.03 feet.

46) Thence along a curve to the right (radius 126.78 feet, chord bearing N-57d-55'-15"-E, chord 58.83 feet, delta 26d-49'-51") an arc distance of 59.37 feet.

47) Thence N-71d-20'-11"-E a distance of 108.25 feet.

48) Thence N-00d-33'-54"-E a distance of 45.85 feet.

49) Thence S-89d-57'-16"-E a distance of 99.00 feet.

50) Thence S-00d-09'-19"-W a distance of 102.32 feet to the place of beginning.

The above described easement
Surveyed by Lawrence L. Butterworth, Registered Surveyor No. 5916 in March, 1993.