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BOINIE M. HOWE
PORTAGE CO. RECORDER

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AMENDMENTS TO THE
DECLARATION OF CONDOMINIUM OWNERSHIP
FOR
THE WILLOWS OF WALDEN CONDOMINIUM



PLEASE CROSS MARGINAL REFERENCE WITH THE DECLARATION OF
CONDOMINIUM OWNERSHIP FOR THE WILLOWS OF WALDEN CONDOMINIUM
RECORDED AT VOLUME 943, PAGE 271 ET SEQ. OF THE PORTAGE COUNTY
RECORDS.

AMENDMENTS TO THE
DECLARATION OF CONDOMINIUM OWNERSHIP FOR
THE WILLOWS OF WALDEN CONDOMINIUM

WHEREAS, the Declaration of Condominium Ownership for The Willows of Walden Condominium (the "Declaration") and the Bylaws of Willows of Walden Condominium Association (the "Bylaws"), Exhibit D to the Declaration, were recorded at Portage County Records Volume 943, Page 271 et seq., and

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

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

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

NOW THEREFORE, the Declaration of Condominium Ownership for The Willows of Walden Condominium is hereby amended by the Board of Directors as follows:

- (1) All references in the Declaration and Bylaws to the term "Common Areas" or "Common Areas and Facilities" shall be replaced with the term "Common Elements."
- (2) All references in the Declaration and Bylaws to the term "Limited Common Areas" or "Limited Common Areas and Facilities" shall be replaced with the term "Limited Common Elements."
- (3) All references in the Declaration and Bylaws to the term "Board of Managers" shall be replaced with the term "Board of Directors."
- (4) INSERT a new SECTION C, entitled "Enforcement Assessments," to the end of DECLARATION ARTICLE XIV. Said new addition, to be added on Page 25 of the Declaration, as recorded at Portage County Records Volume 943, Page 271 et seq., is as follows:

C. Enforcement Assessments.

In accordance with Ohio Revised Code Section 5311.081(B)(12), the Board shall have the authority to impose interest and

administrative late fees for the late payment of Assessments; impose returned check charges; and, in accordance with the procedure outlined in Ohio Revised Code Section 5311.081(C)(1), impose reasonable enforcement Assessments for violations of the Declaration, the Bylaws, and the rules of the Association, and reasonable charges for damage to the Common Elements.

(5) INSERT a new 2nd PARAGRAPH to the end of DECLARATION ARTICLE VIII, SECTION D, entitled "Lien of Association." Said new addition, to be added on Page 17 of the Declaration, as recorded at Portage County Records Volume 943, Page 271 et seq., is as follows:

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

(6) INSERT a new PARAGRAPH to the end of DECLARATION ARTICLE III, SECTION B(11), entitled "Rental of Units." Said new addition, to be added on Page 5 of the Declaration, as recorded at Portage County Records Volume 943, Page 271 et seq., is as follows:

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

(7) INSERT a new 2nd PARAGRAPH to the end of BYLAWS ARTICLE VI, SECTION 1, entitled "Obligation of Owners to Pay Assessments." Said new addition, to be added on Page 13 of the Bylaws, Exhibit D of the Declaration, as recorded at Portage County Records Volume 943, Page 271 et seq., is as follows:

In accordance with Ohio Revised Code Section 5311.18(A)(2), the Association shall credit payments made by a Unit Owner in the following order of priority:

- (1) First, to interest owed to the Association;
- (2) Second, to administrative late fees owed to the Association;
- (3) Third, to collection costs, attorney's fees, and paralegal fees incurred by the Association; and
- (4) Fourth, to the principal amounts the Unit Owner owes to the Association for the common expenses or enforcement Assessments chargeable against the Unit.

(8) INSERT a new SECTION D, entitled "Suspended Rights," to DECLARATION ARTICLE XIV. Said new addition, to be added on Page 25 Declaration, as recorded at Portage County Records Volume 943, Page 271 et seq., is as follows:

D. Suspended Rights.

In accordance with Ohio Revised Code Section 5311.081(B)(18), when a Unit Owner is delinquent in the payment of Assessments for more than thirty (30) days, the Board may, by a majority vote, suspend the voting privileges of the owner and/or right of the occupants to use the recreational facilities.

(9) INSERT a new 2nd PARAGRAPH to the end of BYLAWS ARTICLE V, SECTION 3, entitled "Special Services." Said new addition, to be added on Page 12 of the Bylaws, Exhibit D of the Declaration, as recorded at Portage County Records Volume 943, Page 271 et seq., is as follows:

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

(10) INSERT a new SECTION B(12), entitled "Owner/Resident Information," to DECLARATION ARTICLE III. Said new addition, to be added on Page 5 of the Declaration, as recorded at Portage County Records Volume 943, Page 271 et seq., is as follows:

12) Owner/Resident Information.

In accordance with Ohio Revised Code Section 5311.09(A)(2) and (3), each Unit Owner shall, within thirty (30) days of the recording of this Amendment or within thirty (30) days of title transferring to the Unit Owner, provide to the Association the Unit Owner's and/or all occupants'

names, home and business mailing addresses, home and business telephone numbers, and the name, business address and business telephone number of any person who manages the Unit as an agent of that Owner. Any change in the information shall be provided to the Board, in writing, within thirty (30) days of said change.

(11) INSERT a new 2nd SENTENCE to the end of BYLAWS ARTICLE II, SECTION 6, entitled "Regular Meetings." Said new addition, to be added on Page 5 of the Bylaws, Exhibit D of the Declaration, as recorded at Portage County Records Volume 943, Page 271 et seq., is as follows:

In accordance with Ohio Revised Code Section 5311.08(A)(4)(a), any Board meeting may be held in person or by any method of communication, including electronic or telephonic communication, provided that each Board member can hear, participate and respond to every other Board member.

(12) INSERT a new SENTENCE to the end of BYLAWS ARTICLE VI, SECTION 2, entitled "Preparation of Estimated Budget." Said new addition, to be added on Page 14 of the Bylaws, Exhibit D of the Declaration, as recorded at Portage County Records Volume 943, Page 271 et seq., is as follows:

In accordance with Ohio Revised Code Section 5311.21, in the alternative, if the Association has collected a Common Surplus at the end of any fiscal year, the Board may determine that such amount will be applied toward reserves.

(13) INSERT a new 2nd PARAGRAPH to BYLAWS ARTICLE II, SECTION 4, entitled "Powers and Duties of the BOARD." and INSERT new SUBPARAGRAPHS (a), (b), (c), (d), (e), (f), (g) and (h), thereafter. Said new additions to be added on Page 5 of the Bylaws, Exhibit D of the Declaration, as recorded at Portage County Records Volume 943, Page 271 et seq., is as follows:

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

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

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

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

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

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

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

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

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

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

IN WITNESS WHEREOF, the said Willows of Walden Condominium Association has caused the execution of this instrument this 20 day of OCTOBER, 2005.

WILLOWS OF WALDEN CONDOMINIUM ASSOCIATION

By: James Zenisek
JAMES ZENISEK, its President ✓

STATE OF OHIO)
) SS
COUNTY OF PORTAGE)

BEFORE ME, a Notary Public, in and for said County, personally appeared the above named Willows of Walden Condominium Association, by James Zenisek, its President, who acknowledged that he did sign the foregoing instrument, on Page 7 of 7, and that the same is the free act and deed of said corporation and the free act and deed of him personally and as such officer.

IN WITNESS WHEREOF, I have hereunto set my hand and official seal in Hudson, Ohio, this 21 day of October, 2005.

Janet E. Walker
NOTARY PUBLIC

JANET E. WALKER, Notary Public
STATE OF OHIO
Resident Summit County
My Commission Expires Jan. 6, 2009

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

AMENDMENTS TO THE
DECLARATION OF CONDOMINIUM OWNERSHIP
FOR
THE WILLOWS OF WALDEN CONDOMINIUM

PLEASE CROSS MARGINAL REFERENCE WITH THE DECLARATION OF
CONDOMINIUM OWNERSHIP FOR THE WILLOWS OF WALDEN CONDOMINIUM
RECORDED AT VOLUME 943, PAGE 271 ET SEQ., OF THE PORTAGE COUNTY
RECORDS.

AMENDMENTS TO THE
DECLARATION OF CONDOMINIUM OWNERSHIP FOR
THE WILLOWS OF WALDEN CONDOMINIUM

WHEREAS, the Declaration of Condominium Ownership for The Willows of Walden Condominium (the "Declaration") and the By-laws of Willows of Walden Condominium Association (the "Bylaws"), Exhibit D to the Declaration, were recorded at Portage County Records Volume 943, Page 271 et seq., and

WHEREAS, the Willows of Walden Condominium Association (the "Association") is a corporation consisting of all Unit Owners in the Willows of Walden Condominium 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 XI authorizes amendments to the Bylaws, and

WHEREAS, a meeting of the Association's Unit Owners was held on or about 4/25/06, and, at such meeting and any adjournment thereof, Unit Owners representing at least 75% of the voting power of the Association executed, in person or by proxy, an instrument in writing setting forth specifically the matters to be added (the "Amendments"), and

WHEREAS, the Association has in its records the signed, written consents to Amendments A and B signed by Unit Owners representing 77.562% of the Association's voting power as of May 16, 2006, together with the minutes from said meeting and any adjournment thereof, and

WHEREAS, the Association has in its records the power of attorney signed by Unit Owners representing 77.562% of the Association's voting power authorizing the Association's officers to execute Amendments A and B on their behalf, and

WHEREAS, attached hereto as Exhibit A is an Affidavit of the Association's President that copies of the Amendments will be mailed by certified mail to all mortgagees on the records of the Association once the Amendments are recorded with the Portage County Recorder's Office and that Unit Owners representing at least 75% of the Association's voting power affirmatively approved the Amendments, in writing, 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

EXHIBIT A


AFFIDAVIT

STATE OF OHIO)
)
COUNTY OF Portage)

SS

JAMES ZENISEK, being first duly sworn, states as follows:

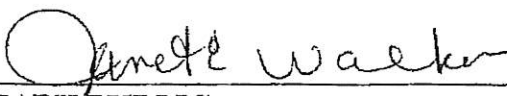
1. He is the duly elected and acting President of the Willows of Walden Condominium Association.
2. He caused copies of the Amendments to the Declaration of Condominium Ownership for The Willows of Walden Condominium to be mailed by certified mail to all mortgagees having bona fide liens of record against any Unit Ownerships of whose mortgage interests notice had been given to the Association.
3. The Association received the signed, written consents of Unit Owners representing at least 75% of the Association's voting power in favor of the Amendments to the Declaration of Condominium Ownership for The Willows of Walden Condominium in accordance with the provisions of Declaration Article XIII and caused such signed, written consents to be filed with the corporate records for Willows of Walden Condominium Association.
4. Further affiant sayeth naught.



 JAMES ZENISEK, President

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

IN TESTIMONY WHEREOF, I have hereunto set my hand and official seal in Hudson, Ohio, this 21 day of June, 2006.



 NOTARY/PUBLIC

JANET E. WALKER, Notary Public
 STATE OF OHIO
 Resident Summit County
 My Commission Expires Jan. 6, 2009

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

NOW THEREFORE, the Declaration of Condominium Ownership for The Willows of Walden Condominium is hereby amended by the following:

AMENDMENT A

INSERT a new BYLAWS ARTICLE II, SECTION 14 entitled, "Indemnification of Board Members and Officers." Said new addition, to be added on Page 7 of the Bylaws, Exhibit "D" of the Declaration, as recorded at Portage County Records, Volume 943, Page 271 et seq., is as follows:

Section 14. Indemnification of Board Members and Officers. The Association shall indemnify any member of the Board of Directors (f.k.a "Board of Managers") or officer of the Association or any former Board member or officer of the Association and/or its or their respective heirs, executors and administrators, against reasonable expenses, including attorneys' fees, judgments, decrees, fines, penalties or amounts paid in settlement, actually and necessarily incurred by him/her in connection with the defense of any pending or threatened action, suit, or proceeding, criminal or civil, to which he/she is or may be made a party by reason of being or having been such Board member or officer of the Association, provided it is determined in the manner hereinafter set forth that (A) such Board member or officer of the Association was not and is not adjudicated to have been grossly negligent or guilty of misconduct in the performance of his/her duty to the Association; and (B) such Board member or officer acted in good faith in what he/she reasonably believed to be in, or not opposed to, the best interest of the Association; and (C) in any criminal action, suit or proceeding, such Board member or officer had no reasonable cause to believe that his/her conduct was unlawful; and (D) in case of settlement, the amount paid in the settlement was reasonable.

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

(a) Advance of Expenses. Funds to cover expenses, including attorneys' fees, with respect to any pending or threatened action, suit, or

proceeding may be advanced by the Association prior to the final disposition thereof upon receipt of a request to repay such amounts.

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

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

(d) Cost of Indemnification. Any sum paid or advanced by the Association under this Article shall constitute a Common Expense. The Board shall have the power and the responsibility to raise, by special assessment or otherwise, any sums required to discharge the Association's obligations under this Article; provided, however, that the liability of any Unit Owner arising out of the contract made by any Board member or officer of the Association, or out of the aforesaid indemnity in favor of such Board member or officer of the Association, shall be limited to such proportion of the total liability hereunder as said Unit Owner's pro rata share bears to the total percentage interest of all the Unit Owners as Members of the Association.

Any conflict between this provision and any other provisions of the Declaration and Bylaws shall be interpreted in favor of this amendment for the indemnification of Board members and officers of the Association. Upon the recording of this amendment, only Unit Owners of record at the time of such filing shall have standing to contest the validity of the amendment,

whether on procedural, substantive or any other grounds, provided further that any such challenge shall be brought in the court of common pleas within one year of the recording of the amendment.

AMENDMENT B

INSERT a new DECLARATION ARTICLE VIII, SECTION I entitled, "Cost of Collection." Said new addition, to be added on Page 18 of the Declaration, as recorded at Portage County Records, Volume 943, Page 271 et seq., is as follows:

I. Cost of Collection. A Unit Owner, who fails to pay any assessments within ten (10) days after same have become due and payable, shall be liable for any late charges as established by the Board and any and all costs incurred by the Association in connection with the collection of said Unit Owner's account, including reasonable attorney fees, recording costs, title reports and/or court costs.

INSERT a new DECLARATION ARTICLE XIV, SECTION E entitled, "Cost of Enforcement." Said new addition, to be added on Page 25 of the Declaration, as recorded at Portage County Records, Volume 943, Page 271 et seq., is as follows:

E. Cost of Enforcement. If any Unit Owner (either by his or her conduct or by the conduct of any occupant or guest of his or her Unit) shall violate any provision of the Declaration, Bylaws or rules and regulations adopted by the Board, said Unit Owner shall pay to the Association, in addition to any other sums due, any enforcement assessments for violation of said provision or rule levied by the Board, 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 enforcement assessments, costs and expenses shall be charged as a special assessment against said Unit Owner. The Association, in addition to all other remedies available, shall have the right to place a lien upon the estate or interest of said Unit Owner as further explained and set forth in Declaration Article VIII, Section D.

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

IN WITNESS WHEREOF, the said Willows of Walden Condominium Association has caused the execution of this instrument this 7 day of June, 2006.

WILLOWS OF WALDEN CONDOMINIUM ASSOCIATION

By: James Zenisek 6/7/06
JAMES ZENISEK, its President

By: Louis Capuano 6/7/06
LOUIS CAPUANO, its Secretary

STATE OF OHIO)
COUNTY OF Portage) SS

BEFORE ME, a Notary Public, in and for said County, personally appeared the above named Willows of Walden Condominium Association, by its President and its Secretary, who acknowledged that they did sign the foregoing instrument, on Page 6 of 8 and that the same is the free act and deed of said corporation and the free act and deed of each of them personally and as such officers.

IN WITNESS WHEREOF, I have hereunto set my hand and official seal in Dudon, Ohio, this 21 day of June, 2006.

Janet E. Walker
NOTARY PUBLIC

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

JANET E. WALKER, Notary Public
STATE OF OHIO
Resident Summit County
My Commission Expires Jan. 2, 2011

INDEXED

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BONNIE M. HOWE
PORTAGE CO. RECORDER

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RECEIVED FOR RECORD

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x Kaman

AMENDMENT TO THE
DECLARATION OF CONDOMINIUM OWNERSHIP
FOR
THE WILLOWS OF WALDEN CONDOMINIUM



PLEASE CROSS MARGINAL REFERENCE WITH THE DECLARATION OF CONDOMINIUM OWNERSHIP FOR THE WILLOWS OF WALDEN CONDOMINIUM RECORDED AT VOLUME 943, PAGE 271 ET SEQ., OF THE PORTAGE COUNTY RECORDS.

AMENDMENT TO THE
DECLARATION OF CONDOMINIUM OWNERSHIP FOR
THE WILLOWS OF WALDEN CONDOMINIUM

WHEREAS, the Declaration of Condominium Ownership for The Willows of Walden Condominium (the "Declaration") and the By-Laws of Willows of Walden Condominium Association (the "Bylaws"), Exhibit "D" to the Declaration, were recorded at Portage County Records Volume 943, Page 271 et seq., and

WHEREAS, the Willows of Walden Condominium Association (the "Association") is a corporation consisting of all Unit Owners in Willows of Walden 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 XI authorizes amendments to the Bylaws, and

WHEREAS, a meeting of the Association's Unit Owners was held on or about April 17, 2008, and, at such meeting and any adjournment thereof, Unit Owners representing at least 75% of the voting power of the Association executed, in person or by proxy, an instrument in writing setting forth specifically the matter to be modified (the "Amendment"), and

WHEREAS, the Association has in its records the signed, written consents to the Amendment signed by Unit Owners representing 76.843% of the Association's voting power, together with the minutes from said meeting and any adjournment thereof, and

WHEREAS, the Association has in its records the power of attorney signed by Unit Owners representing 76.843% of the Association's voting power authorizing the Association's officers to execute the Amendment on their behalf, and

WHEREAS, attached hereto as Exhibit A is an Affidavit of the Association's President that copies of the Amendment will be mailed by certified mail to all mortgagees on the records of the Association once the Amendment is recorded with the Portage County Recorder's Office and that Unit Owners representing at least 75% of the Association's voting power affirmatively approved the Amendment, in writing, 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 Amendment, and

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

NOW THEREFORE, the Declaration of Condominium Ownership for The Willows of Walden Condominium is hereby amended by the following:

DELETE DECLARATION ARTICLE III, SECTION B(11) entitled, "Rental of Units," in its entirety. Said deletion to be taken from Page 5 of the Declaration, as recorded at Portage County Records, Volume 943, Page 271 et seq., and as amended at Instrument No. 200528474.

INSERT a new DECLARATION ARTICLE III, SECTION B(11) entitled, "Leasing of Units." Said new addition, to be added on Page 5 of the Declaration, as recorded at Portage County Records, Volume 943, Page 271 et seq., and as amended at Instrument No. 200528474, is as follows:

(11) Leasing of Units. No Unit shall be leased, let or rented, whether for monetary compensation or not, by a Unit Owner to others for business, speculative, investment or any other purpose. The intent of this restriction is to create a community of resident Unit Owners, subject to the following:

(a) This restriction does not apply to: (1) Units that are occupied by the parent(s) or child(ren) of the Unit Owner; or, (2) any Unit Owner leasing or renting his/her Unit at the time of recording of this amendment with the Portage County Recorder's Office, and who has registered his/her Unit as being leased with the Association within ninety (90) days of the recording of this amendment, said Unit Owner shall continue to enjoy the privilege of leasing that Unit until the title to said Unit is transferred to a subsequent Unit Owner.

(b) To meet a special situation and to avoid an undue hardship or practical difficulty, each Unit Owner has the right to lease his/her Unit, provided the Unit Owner gives prior written notice to the Board, to a specified lessee for a one-time period not less than six (6) consecutive months nor more than twenty-four (24) consecutive months. The one-time hardship exception of up to twenty-four (24) months may in no event be extended beyond the one twenty-four (24) month period.

(c) In no event shall a Unit be rented or leased by the Unit Owner thereof for transient purposes, which is defined to mean a rental for any period less than six (6) full, consecutive calendar months, nor rented or leased to any business or corporate entity for the purpose of corporate housing or similar type usage. Sub-leasing of any Unit, in whole or in part, is also prohibited.

(d) Any land contract for the sale of a Unit must be recorded and a recorded copy of the same shall be delivered to the Board. Any land contract not recorded shall be considered an impermissible lease.

(e) All exempted leases must be in writing. The lessee must abide by the terms of the Declaration, Bylaws, and rules and regulations. The Unit Owner shall relinquish all amenity privileges, but continue to be responsible for all obligations of ownership of his/her Unit and shall be jointly and severally liable with the lessee to the Association for the conduct of the lessee and/or any damage to property. Copies of all exempted leases shall be delivered to the Board prior to the beginning of the lease term.

(f) In accordance with Ohio Revised Code Section 5311.19(B), the Association may initiate eviction proceedings, pursuant to Chapters 5321 and 1923 of the Revised Code, to evict a tenant. The action shall be brought by the Association, as the Unit Owner's agent, in the name of the Unit Owner. In addition to any procedures required by Chapters 5321 and 1923 of the Revised Code, the Association shall give the Unit Owner at least ten (10) days written notice of the intended eviction action. The costs of any eviction action, including reasonable attorney's fees, shall be charged to the Unit Owner and shall be the subject of a special Assessment against the offending Unit and made a lien against that Unit.

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

IN WITNESS WHEREOF, the said Willows of Walden Condominium Association has caused the execution of this instrument this 13 day of June, 2008.

WILLOWS OF WALDEN CONDOMINIUM ASSOCIATION

By: James Zenisek
JAMES ZENISEK, its President

By: Dwight Greer
DWIGHT GREER, its Secretary

STATE OF OHIO)
)
COUNTY OF Cuyahoga)

SS

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

Georgia Klemencic, Ohio, this 13 day of June, 2008.

Georgia Klemencic
NOTARY PUBLIC

Georgia Klemencic, Notary
State of Ohio
My Commission Expires: 08/26/09

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

EXHIBIT A

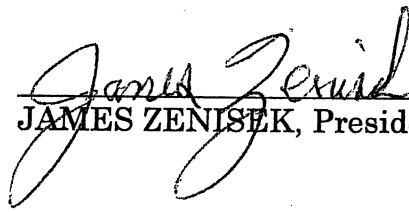
AFFIDAVIT

STATE OF OHIO)
)
COUNTY OF Franklin)

SS

JAMES ZENISEK, being first duly sworn, states as follows:

1. He is the duly elected and acting President of the Willows of Walden Condominium Association.
2. He caused copies of the Amendment to the Declaration to be mailed by certified mail to all mortgagees having bona fide liens of record against any Unit Ownerships of whose mortgage interests notice had been given to the Association.
3. The Association received the signed, written consents of Unit Owners representing 76.843% of the Association's voting power in favor of the Amendment to the Declaration in accordance with the provisions of Declaration Article XIII and caused such signed, written consents, as well as the minutes of the meeting at which the Amendment was voted on, to be filed with the corporate records for Willows of Walden Condominium Association.
4. Further affiant sayeth naught.

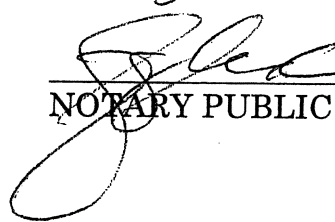


JAMES ZENISEK, President

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

IN TESTIMONY WHEREOF, I have hereunto set my hand and official seal in Franklin, Ohio, this 13 day of June, 2008.

Georgia Klemencic, Notary
State of Ohio
My Commission Expires: 08/26/09



NOTARY PUBLIC

EXHIBIT B

CERTIFICATION OF SECRETARY

The undersigned, being the duly elected and qualified Secretary of the Willows of Walden Condominium Association, hereby certifies that there is on file in the Association's records, the names of the following mortgagees, if any, who have consented to the proposed Amendment to the Declaration.

NONE

Dwight Greer
DWIGHT GREER, Secretary

STATE OF OHIO)
)
COUNTY OF Columbus) SS

BEFORE ME, a Notary Public in and for said County, personally appeared the above named DWIGHT GREER 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 in Columbus, Ohio, this 13 day of June, 2008.

Georgla Klemencic, Notary
State of Ohio
My Commission Expires: 08/26/09

[Signature]
NOTARY PUBLIC