

AMENDMENTS TO THE  
DECLARATION OF CONDOMINIUM OWNERSHIP  
FOR  
PINE MILL RIDGE CONDOMINIUM ESTATES NO. 1

PLEASE CROSS MARGINAL REFERENCE WITH THE DECLARATION OF CONDOMINIUM OWNERSHIP FOR PINE MILL RIDGE CONDOMINIUM ESTATES NO. 1 RECORDED AT VOLUME 6571, PAGE 489 ET SEQ. OF THE SUMMIT COUNTY RECORDS.

THIS WILL CERTIFY THAT A COPY OF THESE AMENDMENTS TO THE DECLARATION OF CONDOMINIUM OWNERSHIP FOR PINE MILL RIDGE CONDOMINIUM ESTATES NO. 1 WERE FILED IN THE OFFICE OF THE FISCAL OFFICER OF SUMMIT COUNTY, OHIO

DATED: 11/21/22

BY: Nicole May  
FISCAL OFFICER

DOC # 56792209

AMENDMENTS TO THE  
DECLARATION OF CONDOMINIUM OWNERSHIP FOR  
PINE MILL RIDGE CONDOMINIUM ESTATES NO. 1

RECITALS

- A. The Declaration of Condominium Ownership for Pine Mill Ridge Condominium Estates No. 1 (the "Declaration") and the Bylaws of Pine Mill Ridge Condominium Estate Phase I Homeowners' Association, Inc., Exhibit "C" of the Declaration (the "Bylaws"), were recorded at Summit County Records Volume 6571, Page 489 et seq.
- B. Ohio Revised Code Section 5311.05(E)(1)(c) authorizes the Board of Directors (the "Board"), without a vote of the Family Unit Owners, to amend the Declaration "to bring the Declaration into compliance with this Chapter."
- C. The Board approved the following matters to be modified (the "Amendments") to bring the Declaration into compliance with Ohio Revised Code Chapter 5311 ("Chapter 5311").
- D. Each of the changes set forth in these Amendments are based on or in accordance with Chapter 5311.
- E. The proceedings necessary to amend the Declaration and Bylaws as permitted by Chapter 5311 and the Declaration have in all respects been complied with.

AMENDMENTS

The Declaration of Condominium Ownership for Pine Mill Ridge Condominium Estates No. 1 is amended by the Board of Directors as follows:

- (1) INSERT a NEW PARAGRAPH to the end of DECLARATION ITEM 19, SECTION E. Said new addition, to be added to the Declaration, as recorded at the Summit County Records, Volume 6571, Page 489 et seq., and as amended at Instrument No. 55144285 is as follows:

The Board will impose the following enforcement procedure:

A. Prior to imposing a charge for damages or an enforcement assessment, the Board will give the Family Unit Owner a written notice, which may be in the form of electronic mail to an electronic mail address previously provided by the owner in writing, that includes:

- (a) A description of the property damage or violation;
- (b) The amount of the proposed charge or assessment;

(c) A statement that the Family Unit Owner has a right to a hearing before the Board to contest the proposed charge or assessment;

(d) A statement setting forth the procedures to request a hearing;

(e) A reasonable date by which the Family Unit Owner must cure the violation to avoid the proposed charge or assessment.

B. Hearing Requirements:

(a) To request a hearing, the Family Unit Owner must deliver a written notice to the Board not later than the tenth day after receiving the notice required above. If the Family Unit Owner fails to make a timely request for a hearing, the right to that hearing is waived, and the Board may immediately impose a charge for damages or an enforcement assessment.

(b) If a Family Unit Owner timely requests a hearing, at least seven days prior to the hearing the Board will provide the Family Unit Owner with a written notice that includes the date, time, and location of the hearing.

(c) The Board will not levy a charge or assessment before holding a properly requested hearing.

C. The Board may allow a reasonable time to cure a violation described above before imposing a charge or assessment.

D. Within 30 days following a hearing at which the Board imposes a charge or assessment, the Association will deliver a written notice of the charge or assessment to the Family Unit Owner.

E. The Association will deliver any written notice required above to the Family Unit Owner or any occupant of the Unit by personal delivery, by electronic mail, by certified mail, return receipt requested, or by regular mail.

(2) MODIFY THE 1st SENTENCE of DECLARATION ITEM 15, SECTION E. Said modification, to be made to the Declaration, as recorded at Summit County Records, Volume 6571, Page 489 et seq., is as follows: (new language is underlined)

The continuing lien provided for in Section D of this Item 15 shall take priority over any lien or encumbrance subsequently arising or, created, except liens for real estate taxes and assessments and lien of bona fide first mortgages which

have been theretofore filed for record, and may be foreclosed in the same manner as a mortgage on real property in an action brought by the Association.

- (3) MODIFY THE 1st SENTENCE of DECLARATION ITEM 15, SECTION D. Said modification, to be made to the Declaration, as recorded at Summit County Records, Volume 6571, Page 489 et seq., is as follows: (deleted language is crossed out; new language is underlined)

The Association shall have a continuing lien upon the estate or interest in any Unit of the owner thereof, and its fractional interest in the Common Areas and Facilities, for the payment of the portion of the common expenses chargeable against each Unit which remains unpaid for ten (10) days after the same has become due and payable from the time a certificate therefor is filed with the Recorder of Summit County, Ohio, and subscribed by the President or other designated representative of the Association, pursuant to authorization given by the Board of Directors of the Association.

- (4) INSERT PARAGRAPH to the end of BYLAWS ARTICLE V, SECTION 6. Said addition, to be added to the Bylaws, Exhibit "C" of the Declaration, as recorded at Summit County Records, Volume 6571, Page 489 et seq., is as follows:

The Association, as determined by the Board, is not required to permit the examination and copying of any of the following from books, records, or minutes that contain any of the following:

- (a) Information that pertains to Condominium Property-related personnel matters;
- (b) Communications with legal counsel or attorney work product pertaining to pending litigation or other Condominium Property-related matters;
- (c) Information that pertains to contracts or transactions currently under negotiation, or information that is contained in a contract or other agreement containing confidentiality requirements and that is subject to those requirements;
- (d) Information that relates to the enforcement of the Declaration, Bylaws, or Association rules and regulations against a Family Unit Owner;
- (e) Information the disclosure of which is prohibited by state or federal law; or
- (f) Records that date back more than five years prior to the date of the request.



(5) **MODIFY BYLAWS ARTICLE II, SECTION 1.** Said modification, to be made to the Bylaws, Exhibit "C" of the Declaration, as recorded at Summit County Records, Volume 6571, Page 489 et seq., and as amended at Instrument No.54402367 is as follows: (deleted language is crossed out; new language is underlined)

Section 1. **Number and Qualification.** In accordance with Section 3 hereof, the Board shall consist of three (3) or five (5) persons, except as otherwise provided, each of whom must be a Unit Owner, spouse of an occupier and a Unit Owner ~~or other heir-at-law of the Unit Owner under the Ohio statutes of descent and distribution, or,~~ in the case of a Unit held by a corporation, partnership, fiduciary, or nominee, the designated representative thereof shall be eligible to serve as a member of the Board. The majority of the Board will not consist of Unit Owners or representatives from the same Unit unless authorized by a resolution adopted by the Board of Directors prior to the Board majority being comprised of Unit Owners or representatives from the same Unit. Furthermore, if, at any time, one bank, savings and loan association, insurance company or other lending institution shall hold mortgages upon more than fifty percent (50%) of the units, such lending institution may designate its representative who shall be a fourth or sixth member of the Board of Directors. Such representative need not be an owner or occupier of a Unit.

(6) **INSERT A NEW PARAGRAPH** to the end of BYLAWS ARTICLE II, SECTION 7. Said new addition, to be added to the Bylaws, Exhibit "C" of the Declaration, as recorded at Summit County Records, Volume 6571, Page 489 et seq., is as follows:

Any Board meeting may be held in person or by any method of communication, including electronic or telephonic communication, as long as each Director can hear, participate and respond to every other Director. In lieu of conducting a meeting, the Board may take action with the unanimous written consent of the Directors. Those written consents will be filed with the Board meeting minutes.

(7) **INSERT a NEW PARAGRAPH** to the end of DECLARATION ITEM 10. Said new addition, to be added to the Declaration, as recorded at Summit County Records, Volume 6571, Page 489 et seq., is as follows:

Notwithstanding the above, without a Family Unit Owner vote, the Board may amend the Declaration in any manner necessary for any of the following purposes:

A. To meet the requirements of institutional mortgagees, guarantors and insurers of first mortgage loans, the federal national mortgage association, the federal home loan mortgage corporation, the

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federal housing administration, the veterans administration, and similar institutions;

B. To meet the requirements of insurance underwriters;

C. To bring the Declaration into compliance with the Ohio Condominium Act (Revised Code Chapter 5311);

D. To correct clerical or typographical errors or obvious factual errors in the Declaration or an exhibit to the Declaration;

E. To designate a successor to the person named to receive service of process for the Association. If the Association is incorporated in Ohio, this may be accomplished by filing with the Secretary of State an appropriate change of statutory agent designation;

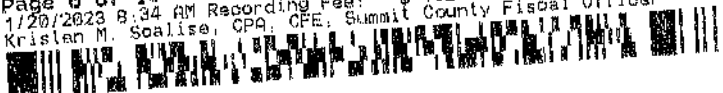
F. To delete as void, any provision within the Declaration or Bylaws, or in any applicable restriction or covenant, that prohibits, limits the conveyance, encumbrance, rental, occupancy, or use of property subject to Revised Code Chapter 5311 on the basis of race, color, national origin, sex, religion, or familial status; or

G. To permit notices to Family Unit Owners, as required by the Declaration or Bylaws, to be sent by electronic mail and, if returned undeliverable, by regular mail, provided the association has received the prior, written authorization from the Family Unit Owner.

Any Family Unit Owner who is aggrieved by an amendment to the Declaration that the Board of Directors makes in accordance with the above may commence a declaratory judgment action to have the amendment declared invalid as violative of the above. Any action filed to contest the validity of the amendment must be filed in the appropriate court of common pleas within one year from the date of the recordation of the amendment.

(8) **MODIFY BYLAWS ARTICLE II, SECTION 10(b).** Said modification, to be made to the Bylaws, Exhibit "C" of the Declaration, as recorded at Summit County Records, Volume 6571, Page 489 et seq., and as amended at Instrument No. 55144285, is as follows: (deleted language is crossed out; new language is underlined)

(b) Commence, defend, intervene in, settle, or compromise any civil, criminal, land use planning 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 Family Unit Owners, impacts zoning, or otherwise—and relates to matters affecting the Condominium Property;



(9) INSERT A NEW DECLARATION ITEM 23, entitled "Notice to Family Unit Owners." Said new addition, to be added to the Declaration, as recorded at Summit County Records, Volume 6571, Page 489 et seq., is as follows:

23. Notices to Family Unit Owners. All notices required or permitted by the Declaration or Bylaws to any Family Unit Owner will be in writing and is deemed effectively given if it has been sent by regular U.S. mail, first-class postage prepaid, to their Family Unit address or to another address the Family Unit Owner designates in writing to the Board, or delivered using electronic mail subject to the following:

- (1) The Association may use electronic mail or other transmission technology to send any required notice only to Family Unit Owners, individually or collectively, who have given the Association written consent to the use of electronic mail or other transmission technology. Any Family Unit Owner who has not given the Association written consent to use of electronic mail or other transmission technology will receive notices by either regular mail or hand delivered.
- (2) An electronic mail or transmission technology to a Family Unit Owner is not considered delivered and effective if the Association's transmission to the Family Unit Owner fails, e.g. the Association receives an "undeliverable" or similar message, or the inability to deliver the transmission to the Family Unit Owner becomes known to the person responsible for sending the transmission. If the electronic mail or transmission is not delivered or effective, the Association will deliver the notice or other communication to the Family Unit Owner by either regular mail or hand delivered.

(10) MODIFY 1st SENTENCE of BYLAWS ARTICLE V, SECTION 3. Said modification, to be made to the Bylaws, Exhibit "C" of the Declaration, as recorded at Summit County Records, Volume 6571, Page 489 et seq., is as follows: (deleted language is crossed out; new language is underlined)

The Association shall build up and maintain a reasonable reserve for contingencies and replacement in an amount deemed adequate by the Board to maintain a reserve for the cost of unexpected repairs and replacements of capital improvements and for the repair and replacement of major improvements in an amount adequate to repair and replace major capital items in the normal course of operations without the necessity of special assessments, unless the Unit Owners, exercising not less than a majority of the voting power of the Association, waive the reserve requirement in writing annually.

(11) INSERT A NEW PARAGRAPH to the end of BYLAWS ARTICLE II, SECTION 9. Said modification, to be made to the Bylaws, Exhibit "C" to the Declaration, as recorded at Summit County Records, Volume 6571, Page 489 et seq., is as follows:

The Board may maintain blanket fidelity, crime, or dishonesty insurance coverage for any person who controls or disburses association funds. As used in this section, "person who controls or disburses association funds" means any individual with authority or access to sign checks, conduct electronic transfers, or otherwise withdraw funds from any association account or deposit, including the following:

- (a) A management company's principals and employees;
- (b) A bookkeeper;
- (c) The president, secretary, treasurer, any other board member, or employee of the unit owners association.

All of the following apply to the insurance coverage required under this section:

(1) Coverage shall be for the maximum amount of funds that will be in the custody of the association or its designated agent at any one time plus three months of operating expenses.

(2) The insurance shall be the property of and for the sole benefit of the association and shall protect against theft, embezzlement, misappropriation, or any other unauthorized taking or loss of association funds.

(3) The policy shall include in its definition of "employee" the manager and the managing agent of the association's funds or provide for this inclusion by an endorsement to the policy.

(4) The policy shall name the association as the insured party and shall include a provision requiring the issuer of the policy to provide a ten-day written notice to the association's president or manager in the event of cancellation or substantial modification of the policy. The manager or managing agent, if any, of the association shall be the designated agent on the policy.

(5) If there is a change in the manager or the managing agent of the association, then within ten days of the effective start date, the new manager or managing agent shall notify the insurer of such change.





Any conflict between the above provisions and any other provisions of the Declaration and Bylaws will be interpreted in favor of the above amendments. The invalidity of any part of the above provision will not impair or affect in any manner the validity or enforceability of the remainder of the provision. Upon the recording of these amendments, only Family Unit Owners of record at the time of such filing have standing to contest the validity of these amendments, whether on procedural, substantive or any other grounds, provided further that any such challenge must be brought in the court of common pleas within one year of the recording of the amendments.

The Pine Mill Ridge Condominium Estate Phase I Homeowners' Association, Inc. has caused the execution of this instrument this 21<sup>st</sup> day of October, 2022.

PINE MILL RIDGE CONDOMINIUM ESTATE PHASE I HOMEOWNERS'  
ASSOCIATION, INC.

By: Gene Metzger  
GENE METZGER, President

By: Christina Jarjabka  
CHRISTINA JARJABKA, Secretary



STATE OF OHIO )  
 )  
COUNTY OF Summit ) SS

BEFORE ME, a Notary Public, in and for said County, personally appeared the above named Pine Mill Ridge Condominium Estate Phase I Homeowners' Association, Inc., by its President and its Secretary, who acknowledged that they did sign the foregoing instrument, on page 9 of 10, and that the same is the free act and deed of said corporation and the free act and deed of them personally and as such officers.

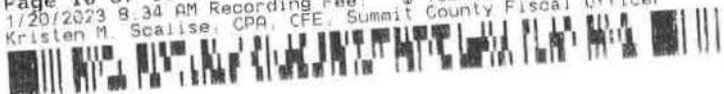
I have set my hand and official seal this 21<sup>st</sup> day of October, 2022.

  
NOTARY PUBLIC MY COMMISSION DOES NOT EXPIRE

Place notary stamp/seal here:

Lee A. Schaffer

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





AMENDMENTS TO THE  
DECLARATION OF CONDOMINIUM OWNERSHIP  
FOR  
PINE MILL RIDGE CONDOMINIUM ESTATES NO. 1



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CONDO 64.00

John A Donofrio, Summit Fiscal Officer

THIS WILL CERTIFY THAT A COPY OF THESE AMENDMENTS TO THE DECLARATION OF CONDOMINIUM OWNERSHIP FOR PINE MILL RIDGE CONDOMINIUM ESTATES NO. 1 WERE FILED IN THE OFFICE OF THE FISCAL OFFICER OF SUMMIT COUNTY, OHIO.

DATED: 1-19-05

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



John A Donofrio, Summit Fiscal Officer

**AMENDMENTS TO THE  
DECLARATION OF CONDOMINIUM OWNERSHIP FOR  
PINE MILL RIDGE CONDOMINIUM ESTATES NO. 1**

WHEREAS, the Declaration of Condominium Ownership for Pine Mill Ridge Condominium Estates No. 1 (the "Declaration") and the Bylaws of Pine Mill Ridge Condominium Estates No. 1 Owners' Association, Inc. (the "Bylaws"), Exhibit "C" to the Declaration, were recorded at Summit County Records Volume 6571, Page 489 et seq., and

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

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

WHEREAS, the proceedings necessary to amend the Declaration as permitted by Chapter 5311 of the Ohio Revised Code and the Declaration of Condominium Ownership for Pine Mill Ridge Condominium Estates No. 1 have in all respects been complied with.

NOW THEREFORE, the Declaration of Condominium Ownership for Pine Mill Ridge Condominium Estates No. 1 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 E, entitled "Enforcement Assessments," to the end of DECLARATION ITEM 19. Said new addition, to be added on Page 28 of the Declaration, as recorded at Summit County Records, Volume 6571, Page 489 et seq., is as follows:

**E. 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;



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John A Donofrio, Summit Fiscal Officer

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 2<sup>nd</sup> PARAGRAPH to the end of DECLARATION ITEM 15, SECTION D, entitled "Lien of Association." Said new addition, to be added on Page 18 of the Declaration, as recorded at Summit County Records, Volume 6571, Page 489 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 ITEM 3, SECTION B(11), entitled "Rental of Family Units." Said new addition, to be added on Page 5 of the Declaration, as recorded at Summit County Records, Volume 6571, Page 489 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 2<sup>nd</sup> PARAGRAPH to the end of DECLARATION ITEM 15, SECTION A, entitled "General." Said new addition, to be added on Page 17 of the Declaration, as recorded at Summit County Records, Volume 6571, Page 489 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;



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- (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 2<sup>nd</sup> PARAGRAPH to the end of BYLAWS ARTICLE IV, SECTION 6, entitled "Special Services." Said new addition, to be added on Page 15 of the Bylaws, Exhibit "C" of the Declaration, as recorded at Summit County Records, Volume 6571, Page 489 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.

(9) INSERT a new SECTION B(13), entitled "Owner/Resident Information," to DECLARATION ITEM 3. Said new addition, to be added on Page 5 of the Declaration, as recorded at Summit County Records, Volume 6571, Page 489 et seq., is as follows:

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

(10) INSERT a new SENTENCE to the end of BYLAWS ARTICLE V, SECTION 2, entitled "Preparation of Estimated Budget." Said new addition, to be added on Page 17 of the Bylaws, Exhibit "C" of the Declaration, as recorded at Summit County Records, Volume 6571, Page 489 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.

(11) INSERT a new **BYLAWS ARTICLE II, SECTION 10**, entitled "**Powers and Duties.**" Said new additions to be added on Page 9 of the Bylaws, Exhibit "C" of the Declaration, as recorded at Summit County Records, Volume 6571, Page 489 et seq., is as follows:

**Section 10. Powers and Duties.** In accordance with Ohio Revised Code Section 5311.081(B), in addition to all other powers enumerated herein, the Board may exercise all powers of the Association, including the power to do the following:

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

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

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

(d) 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.

Any conflict between the above provisions and any other provisions of the Declaration and Bylaws shall be interpreted in favor of the above

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John A Donofrio, Summit Fiscal Officer



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 Pine Mill Ridge Condominium Estates No. 1 Homeowners' Association, Inc. has caused the execution of this instrument this 12th day of JANUARY, 2005.

PINE MILL RIDGE CONDOMINIUM ESTATES NO. 1  
HOMEOWNERS' ASSOCIATION, INC.

By: Irene Sokol  
IRENE SOKOL, its President

STATE OF OHIO )  
COUNTY OF Summit )

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John A Donofrio, Summit Fiscal Officer

BEFORE ME, a Notary Public, in and for said County, personally appeared the above named Pine Mill Ridge Condominium Estates No. 1 Homeowners' Association, Inc., by Irene Sokol, its President, who acknowledged that she did sign the foregoing instrument, on Page 6 of 6, and that the same is the free act and deed of said corporation and the free act and deed of her personally and as such officer.

IN WITNESS WHEREOF, I have hereunto set my hand and official seal in Akron, Ohio, this 12th day of January, 2005.

Jenny R. Archer  
NOTARY PUBLIC

JENNY R. ARCHER  
Notary Public, State of Ohio  
Commission Expires 3-25-06  
Recorded in Summit County

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

ENW



AMENDMENT TO THE  
DECLARATION OF CONDOMINIUM OWNERSHIP  
FOR  
PINE MILL RIDGE CONDOMINIUM ESTATES NO. 1

TRANSFER NOT NECESSARY  
John A. Donofrio, Fiscal Officer  
4-9-03

APPROVED AS TO FORM

*Marvin D. Evans*  
Assistant Prosecuting Attorney

Summit County, Ohio

Marvin D. Evans

THIS WILL CERTIFY THAT A COPY OF THIS AMENDMENT TO THE DECLARATION OF CONDOMINIUM OWNERSHIP FOR PINE MILL RIDGE CONDOMINIUM ESTATES NO. 1 WAS FILED IN THE OFFICE OF THE FISCAL OFFICER OF SUMMIT COUNTY, OHIO.

DATED: 4-9-03

BY: JOHN A. DONOFRIO  
FISCAL OFFICER

*By Caryatt  
Deputy Fiscal Officer*



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**AMENDMENT TO THE  
DECLARATION OF CONDOMINIUM OWNERSHIP FOR  
PINE MILL RIDGE CONDOMINIUM ESTATES NO. 1**

WHEREAS, the Declaration of Condominium Ownership for Pine Mill Ridge Condominium Estates No. 1 (the "Declaration") and the By-Laws of Pine Mill Ridge Condominium Estates No. 1 Owners' Association, Inc. (the "Bylaws"), Exhibit "C" to the Declaration, were recorded at Summit County Records Volume 6571, Page 489 et seq., and

WHEREAS, the Pine Mill Ridge Condominium Estates Phase I Homeowners' Association, Inc. (the "Association") is a corporation consisting of all Owners in Pine Mill Ridge #1 and as such is the representative of all Owners, and

WHEREAS, Item 10 of said Declaration authorizes amendments to the Declaration, and

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

WHEREAS, attached hereto as Exhibit A is an Affidavit of the Association's President of the consenting mortgagees, if any, on the records of the Association, of the various Family Units, to the Amendment, and

WHEREAS, the Association has in its records the signed, written consents to the Amendment signed by Owners representing 86.18% of the Association's voting power, and

WHEREAS, the Association has in its records the power of attorney signed by Owners representing 86.18% of the Association's voting power authorizing the Association's officers to execute the Amendment on their behalf, and

WHEREAS, the proceedings necessary to amend the Declaration as required by Chapter 5311 of the Ohio Revised Code and the Declaration of Condominium Ownership for Pine Mill Ridge Condominium Estates No. 1 have in all respects been complied with.

NOW THEREFORE, the Declaration of Condominium Ownership for Pine Mill Ridge Condominium Estates No. 1 is hereby amended by the following:

INSERT a new DECLARATION Item 3, Section B(12) entitled "Occupancy Restriction." Said new addition, to be added on Page 5 of the Declaration as recorded in the Summit County Records, Volume 6571, Page 489 et seq., is as follows:

(12) Occupancy Restriction. No person who is determined to be a sexual predator pursuant to the Ohio Sex Offenders Act or similar statute



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from another jurisdiction and required to register with a designated registering agency pursuant to said Act or similar statute, as the same may from time to time be amended, may reside in or occupy a Family Unit for any length of time. Any violation of this restriction shall subject the Owner and/or any occupant of the Family Unit to any and all remedies provided for by law as well as this Declaration. The Association shall not, however, be liable to any Owner or occupant, or anyone visiting any Family Unit or the Association, as a result of the Association's alleged failure, whether negligent, intentional or otherwise, to enforce the provisions of this restriction.

Any conflict between this provision and any other provisions of the Declaration and/or Bylaws shall be interpreted in favor of this restriction on the occupancy of Family Units. Upon the recording of this amendment, only 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 Pine Mill Ridge Condominium Estates Phase I Homeowners' Association, Inc. has caused the execution of this instrument this 27<sup>th</sup> day of MARCH, 2003.

PINE MILL RIDGE CONDOMINIUM ESTATES PHASE I HOMEOWNERS'  
ASSOCIATION, INC.

By: Irene Sokol  
IRENE SOKOL, its President

By: Marjorie Wickiser  
MARJORIE WICKISER, its Secretary



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CONDO 28.00

STATE OF OHIO )  
 ) SS  
COUNTY OF SUMMIT )

BEFORE ME, a Notary Public, in and for said County, personally appeared the above named Pine Mill Ridge Condominium Estates Phase I Homeowners' Association, Inc., by its President and its Secretary, who acknowledged that they did sign the foregoing instrument, on Page 3 of 5, and that the same is the free act and deed of said corporation and the free act and deed of each of them personally and as such officers.

IN WITNESS WHEREOF, I have hereunto set my hand and official seal in Cuyahoga Falls, Ohio, this 27<sup>th</sup> day of MARCH, 2003.

  
NOTARY PUBLIC

JENNY R. ARCHER  
Notary Public, State of Ohio  
My Commission Expires 3-25-06  
Recorded in Summit County

3-25-06

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04/10/2003 09:32A  
CONDO 28.00  
John A Donofrio, Summit Fiscal Officer

*Enw.*

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

**EXHIBIT A**

**AFFIDAVIT**

STATE OF OHIO                    )  
  )  
COUNTY OF SUMMIT            )

SS


IRENE SOKOL, being first duly sworn, states as follows:

1. She is the duly elected and acting President of the Pine Mill Ridge Condominium Estates Phase I Homeowners' Association, Inc.
2. As such President, she certifies that, to date, there are no consenting mortgagees of the various Family Units.
3. Further affiant sayeth naught.


  
\_\_\_\_\_  
IRENE SOKOL, President

BEFORE ME, a Notary Public, in and for said County, personally appeared the above named IRENE SOKOL 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 Cuyahoga Falls, Ohio, this 27<sup>th</sup> day of MARCH, 2003.

  
\_\_\_\_\_  
NOTARY PUBLIC

JENNY R. ARCHER  
Notary Public, State of Ohio  
My Commission Expires 3-25-06  
Recorded in Summit County

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John A Donofrio, Summit Fiscal Officer





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*ew*

AMENDMENTS TO THE  
DECLARATION OF CONDOMINIUM OWNERSHIP FOR  
PINE MILL RIDGE CONDOMINIUM ESTATES NO. 1

THIS WILL CERTIFY THAT A COPY OF THIS AMENDMENT TO THE DECLARATION OF CONDOMINIUM OWNERSHIP FOR PINE MILL RIDGE CONDOMINIUM ESTATES NO. 1 WAS FILED IN THE OFFICE OF THE COUNTY AUDITOR OF SUMMIT COUNTY, OHIO.

DATED: March 20, 2000

BY: *James B McCarthy*  
COUNTY AUDITOR  
*By Wyatt*  
*Deputy Auditor*

*William E. Schultz*  
Assistant Prosecuting Attorney  
Summit County, Ohio



AMENDMENTS TO THE  
DECLARATION OF CONDOMINIUM OWNERSHIP FOR  
PINE MILL RIDGE CONDOMINIUM ESTATES NO. 1

**WHEREAS**, the Declaration of Condominium Ownership for Pine Mill Ridge Condominium Estates No. 1 was recorded at Volume 6571, Pages 489 et seq., of Summit County Records, and

**WHEREAS**, the Pine Mill Ridge Condominium Estates Phase I Homeowners' Association, Inc. is a corporation consisting of all Unit Owners in Pine Mill Ridge Condominium Estates No. 1 and as such is the representative of all owners, and

**WHEREAS**, Item 10 of said Declaration authorizes amendments to the Declaration, and

**WHEREAS**, Unit Owners in excess of 75.0% of the voting power of the Association have executed three instruments in writing setting forth specifically the new matters to be added, and

**WHEREAS**, attached hereto as Exhibit A is an Affidavit of the President of the Association of the consenting mortgagees, if any, of the various Family Units, and

**WHEREAS**, the Association has in its records the consents to Amendment A signed by Unit Owners 80.94% of the voting power of the Association, and

**WHEREAS**, the Association has in its records the power of attorney signed by Unit Owners representing 80.94% of the voting power authorizing the officers of the Pine Mill Ridge Condominium Estates Phase I Homeowners' Association, Inc. to execute Amendment A on their behalf, and

**WHEREAS**, the Association has in its records the consents to Amendment B signed by Unit Owners representing 80.94% of the voting power of the Association, and



**WHEREAS**, the Association has in its records the power of attorney signed by Unit Owners representing 80.94% of the voting power authorizing the officers of the Pine Mill Ridge Condominium Estates Phase I Homeowners' Association, Inc. to execute Amendment B on their behalf, and

**WHEREAS**, the Association has in its records the consents to Amendment C signed by Unit Owners representing 81.00% of the voting power of the Association, and

**WHEREAS**, the Association has in its records the power of attorney signed by Unit Owners representing 81.00% of the voting power authorizing the officers of the Pine Mill Ridge Condominium Estates Phase I Homeowners' Association, Inc. to execute Amendment C on their behalf, and

**WHEREAS**, the proceedings necessary to amend the Declaration as required by Chapter 5311 of the Ohio Revised Code and the Declaration of Condominium Ownership for Pine Mill Ridge Condominium Estates No. 1 have in all respects been complied with,

**NOW THEREFORE**, the Declaration of Condominium Ownership for Pine Mill Ridge Condominium Estates No. 1 is hereby amended by the following:

**AMENDMENT A**

**INSERT a new DECLARATION Item 19, Section C entitled, "Cost of Collection."** Said new addition, to be added on Page 28 of the Declaration as recorded in Summit County Records Volume 6571, Pages 489 et seq., is as follows:

**C. Cost of Collection.**

A delinquent Unit Owner shall also be liable for any and all costs incurred by the Association in connection with the collection of the delinquent owner's account, including reasonable attorney fees, recording costs, title reports and/or court costs.



INSERT a new DECLARATION Item 19, Section D entitled, "COST OF ENFORCEMENT." Said new addition to be added on Page 28 of the Declaration as recorded in Summit County Records Volume 6571, Pages 489 et seq. is as follows:

D. Cost of Enforcement.

If any Unit Owner (either by his or her conduct or by the conduct of any occupant of his or 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 Declaration Item 15, 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.

AMENDMENT B

MODIFY DECLARATION Item 13, Section A entitled, "Management, Maintenance, Repairs, Alterations, and Improvements." Said modification, to be made on Page 12 of the Declaration as recorded in Summit County Records Volume 6571, Pages 489 et seq., is as follows (new language is underlined):

A. Except as otherwise provided herein, the management, maintenance, repair, alteration, and improvement of the Common Areas and Facilities shall be the responsibility of the



Association. The Association shall do likewise for the Limited Common Area garages and decks, except that Family Unit Owners shall be responsible for the light maintenance (i.e. cleaning) of the interior of the garages and their decks. The Association may delegate all or any portion of its authority to discharge such responsibility to a manager or managing agent. Each owner agrees to maintain, repair and replace, at his expense, all portions of the Common Areas and Facilities which may be damaged or destroyed by reason of the willful or uninsured negligent act or neglect of himself or any other member of his household, or by the willful or uninsured negligent act or neglect of any invitee, licensee or guest of such owner or member of his household.

MODIFY DECLARATION Item 13, Section B, Paragraph 1 entitled, "Family Unit Owner." Said modification, to be made on Page 12 of the Declaration as recorded in Summit County Records Volume 6571, Pages 489 et seq., is as follows (new language is underlined):

The responsibility of each Family Unit Owner shall be as follows:

(1) To maintain, repair, and replace, at his expense, all portions of his Family Unit, and all internal installations of such Family Unit, such as appliances, heating, plumbing, electrical and air conditioning fixtures or installations, and any portion of any other utility service facilities located within the Family Unit boundaries, and to do likewise with all Limited Common Areas and Facilities, except as otherwise provided herein, designated by the Association for his use.

Any conflict between these provisions and any other provisions of the Declaration and Bylaws shall be interpreted in favor of this amendment regarding the responsibility for the maintenance, repair and replacement of the Limited Common Area garages and decks. Upon the recording of this amendment, only Unit Owners of record at the time of such filing shall have standing to contest the validity of the amendment, whether on procedural, substantive or any other grounds, provided further that any such challenge shall be brought within one year of the recording of the amendment.



AMENDMENT C

DELETE BYLAWS ARTICLE II, Section 1, entitled "Number and Qualification." in its entirety. Said deletion is to be taken from Page 6 of the Bylaws, Exhibit "C" of the Declaration as recorded in Summit County Records Volume 6571, Pages 489 et seq.

INSERT a new BYLAWS ARTICLE II, Section 1, entitled "Number and Qualification." Said addition, to be made on Page 6 of the Bylaws, Exhibit "C" of the Declaration as recorded in Summit County Records Volume 6571, Pages 489 et seq., is as follows:

Section 1. Number and Qualification. In accordance with Section 3 hereof, the Board shall consist of three (3) or five (5) persons, except as otherwise provided, each of whom must be a Unit Owner, spouse of an occupier and a Unit Owner or other heir-at-law of the Unit Owner under the Ohio statutes of descent and distribution, or, in the case of a Unit held by a corporation, partnership, fiduciary, or nominee, the designated representative thereof shall be eligible to serve as a member of the Board. Furthermore, if, at any time, one bank, savings and loan association, insurance company or other lending institution shall hold mortgages upon more than fifty percent (50%) of the units, such lending institution may designate its representative who shall be a fourth or sixth member of the Board of Managers. Such representative need not be an owner or occupier of a Unit.

DELETE BYLAWS ARTICLE II, Section 3, entitled "Term of Office; Resignations." in its entirety. Said deletion is to be taken from Page 7 of the Bylaws, Exhibit "C" of the Declaration as recorded in Summit County Records Volume 6571, Pages 489 et seq.

INSERT a new BYLAWS ARTICLE II, Section 3, entitled "Term of Office; Resignations." Said addition, to be made on Page 7 of the Bylaws, Exhibit "C" of the Declaration as recorded in Summit County Records Volume 6571, Pages 489 et seq., is as follows:

Section 3. Term of Office; Resignations. Except as otherwise provided herein, each Manager shall hold office until the next Annual Meeting of the members of the Association and until his successor is elected, or until his earlier resignation, removal from office or death. Any Manager may resign at any time in writing delivered to the



Secretary of the Association; such resignation shall take effect immediately or at such other time as the Manager may specify. Members of the Board shall serve without compensation. At the first Annual Meeting held after the recording of this Amendment and at every Annual Meeting thereafter, Association members, exercising a majority of the voting power, may elect to decrease the Board from five (5) to three (3) Managers or increase the Board from three (3) to five (5) Managers. Consideration of such an election shall only be made by motion, duly seconded, made prior to the election of Managers at the Annual Meeting. Upon approval of such an election the terms of all Managers previously elected or appointed shall expire; provided, however, that such persons shall be eligible for re-election to the Board. Depending on whether the Association is electing five (5) or three (3) Managers, the three (3) or two (2) candidates, respectively, receiving the greatest percentage of the voting power of the Association shall be elected for a two-year (2) term. The next two (2) or one (1) candidate(s), respectively, shall be elected for a one-year (1) term. Thereafter, all Managers shall be elected for a two-year (2) term.

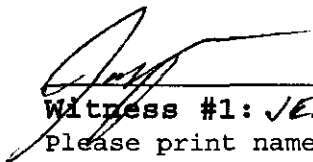
Any conflict between these provisions and any other provision of the Bylaws shall be interpreted in favor of this amendment establishing the procedure for electing five (5) or three (3) Board members and the terms of office. Upon the recording of this amendment, only Unit Owners of record at the time 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.



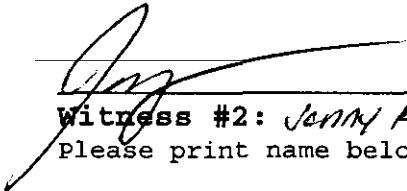
IN WITNESS WHEREOF, the said Pine Mill Ridge Condominium Estates Phase I Homeowners' Association, Inc., has caused the execution of this instrument this 7<sup>th</sup> day of MARCH, 2000.

PINE MILL RIDGE CONDOMINIUM ESTATES PHASE I  
HOMEOWNERS' ASSOCIATION, INC.


Signed and acknowledged  
in the presence of both:

  
Witness #1: JENNY R. ARCHER  
Please print name below signature.

By: Megan Conrad  
MEGAN CONRAD, its President

  
Witness #2: JENNY R. ARCHER  
Please print name below signature.

By: Marjorie J. Wickiser  
MARJORIE WICKISER, its Secretary

This instrument prepared by:  
DAVID W. KAMAN, Esq.  
Kaman , Ott & Cusimano, Attorneys at Law  
50 Public Square  
600 Terminal Tower  
Cleveland, Ohio 44113  
(216) 696-0650 

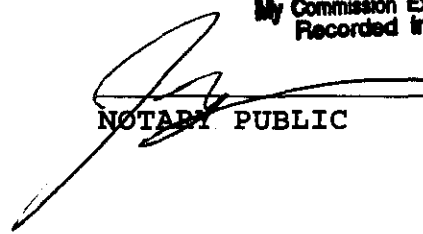


STATE OF OHIO )  
 )  
COUNTY OF Summit ) SS

BEFORE ME, a Notary Public in and for said County, personally appeared the above named Pine Mill Ridge Condominium Estates Phase I Homeowners' 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 at Cynthiana Falls, Ohio, this 7<sup>th</sup> day of MARCH, 2000.

JENNY R. ARCHER  
Notary Public, State of Ohio  
My Commission Expires 3-28-01  
Recorded in Summit County

  
NOTARY PUBLIC

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CONDO 48.00  
JAMES B MCCARTHY SUMMIT CO AUDITOR

EXHIBIT A

AFFIDAVIT

STATE OF OHIO )  
 )  
COUNTY OF Summit ) SS

MEGAN CONRAD, being first duly sworn, states as follows:

1. She is the duly elected and acting President of the Pine Mill Ridge Condominium Estates Phase I Homeowners' Association, Inc.
2. As such President, she states that, to date, there are no consenting mortgagees of the various Family Units.
3. Further affiant sayeth naught.

*Megan Conrad*

MEGAN CONRAD, President

BEFORE ME, a Notary Public in and for said County, personally appeared the above named MEGAN CONRAD 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 at Cuyahoga Falls, Ohio, this 7<sup>th</sup> day of MARCH, 2000.

JENNY R. ARCHER  
Notary Public, State of Ohio  
My Commission Expires 3-25-01  
Recorded in Summit County

*Jenny R. Archer*  
NOTARY PUBLIC