

AMENDMENTS TO THE
DECLARATION OF CONDOMINIUM OWNERSHIP
FOR
THE VILLAGE OF CRYSTAL LAKES CONDOMINIUM

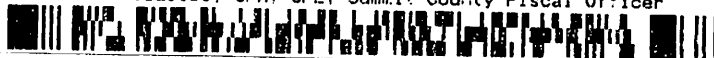
PLEASE CROSS MARGINAL REFERENCE WITH THE DECLARATION OF CONDOMINIUM OWNERSHIP FOR THE VILLAGE OF CRYSTAL LAKES CONDOMINIUM RECORDED AT OR 006, PAGE 206 ET SEQ. OF THE SUMMIT COUNTY RECORDS.

THIS WILL CERTIFY THAT A COPY OF THESE AMENDMENTS TO THE DECLARATION OF CONDOMINIUM OWNERSHIP FOR THE VILLAGE OF CRYSTAL LAKES CONDOMINIUM WERE FILED IN THE OFFICE OF THE FISCAL OFFICER OF SUMMIT COUNTY, OHIO

DATED: 2-7-2023

BY: **KRISTEN M. SCALISE CPA, CFE**
FISCAL OFFICER

By: *Beverly Coble*
Beverly Coble



**DECLARATION OF CONDOMINIUM OWNERSHIP FOR
THE VILLAGE OF CRYSTAL LAKES CONDOMINIUM**

RECITALS

- A. The Declaration of Condominium Ownership for The Village of Crystal Lakes Condominium (the "Declaration") and the Bylaws of The Village of Crystal Lakes Condominium Association, Exhibit C of the Declaration (the "Bylaws"), were recorded at Summit County Records OR 006, Page 206 et seq.
- B. Ohio Revised Code Section 5311.05(E)(1)(c) authorizes the Board of Directors (the "Board"), without a vote of the 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.

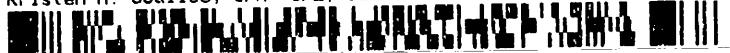
AMENDMENTS

The Declaration of Condominium Ownership for The Village of Crystal Lakes Condominium and the Bylaws of The Village of Crystal Lakes Condominium Association are amended by the Board of Directors as follows:

- (1) **INSERT a NEW PARAGRAPH to the end of DECLARATION ARTICLE XV, SECTION C.** Said new addition, to be added to the Declaration, as recorded at the Summit County Records, OR 006, Page 206 et seq., and as amended at Instrument No. 55144374, is as follows:

The Board will impose the following enforcement procedure:

1. Prior to imposing a charge for damages or an enforcement assessment, the Board will give the 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:



- (i) A description of the property damage or violation;
- (ii) The amount of the proposed charge or assessment;
- (iii) A statement that the Unit Owner has a right to a hearing before the Board to contest the proposed charge or assessment;
- (iv) A statement setting forth the procedures to request a hearing;
- (v) A reasonable date by which the Unit Owner must cure the violation to avoid the proposed charge or assessment.

2. Hearing Requirements:

- (i) To request a hearing, the Unit Owner must deliver a written notice to the Board not later than the tenth day after receiving the notice required above. If the 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.
- (ii) If a Unit Owner timely requests a hearing, at least seven days prior to the hearing the Board will provide the Unit Owner with a written notice that includes the date, time, and location of the hearing.
- (iii) The Board will not levy a charge or assessment before holding a properly requested hearing.

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

4. 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 Unit Owner.



5. The Association will deliver any written notice required above to the 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 DECLARATION ARTICLE VIII, SECTION G.** Said modification, to be made to the Declaration, as recorded at Summit County Records, OR 006, Page 206 et seq., is as follows: (new language is underlined)

The continuing lien provided for in paragraph F of this Article VIII is prior to any lien or encumbrance subsequently arising or created, except liens for real estate taxes and assessments and liens of bona fide first mortgages that have been filed for record before the lien of the Association came into existence, and may be foreclosed in the same manner as a mortgage on real property in an action brought by the Association after authorization from the Board of Directors.

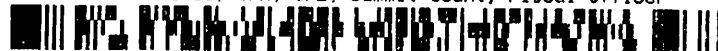
(3) **MODIFY THE 2nd SENTENCE of DECLARATION ARTICLE VIII, SECTION F.** Said modification, to be made to the Declaration, as recorded at Summit County Records, OR 006, Page 206 et seq., is as follows: (new language is underlined)

The continuing lien is effective on the date a certificate of lien, subscribed by the President, other designated representative, or other chief officer of the Association, is filed for record in the office of the Recorder of the County of Summit, Ohio, pursuant to authorization given by the Board of Directors of the Association.

(4) **INSERT a NEW PARAGRAPH to the end of BYLAWS ARTICLE VI, SECTION 6.** Said addition, to be added to the Bylaws, Exhibit C of the Declaration, as recorded at Summit County Records, OR 006, Page 206 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 against a Unit Owner;

(e) Information the disclosure of which is prohibited by state or federal law;

(f) Records that date back more than five years prior to the date of the request.

(5) **MODIFY BYLAWS ARTICLE II, SECTION 1 entitled "Number and Qualification."** Said modification, to be made to the Bylaws, Exhibit C of the Declaration, as recorded at Summit County Records, OR 006, Page 206 et seq., is as follows: (deleted language is crossed out; new language is underlined)

Section 1. Number and Qualification. The Board of Managers shall consist of, five (5) persons all of whom, except as otherwise provided, must be Unit Owners and occupants of a Unit or the spouse (who must be an occupant) of a Unit Owner. ~~If a Unit Owner is not an individual, that Unit Owner may nominate for the Board of Directors any principal, member of a limited liability company, partner, director, officer, or employee of that Unit Owner.~~ 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. The Developer shall have the rights outlined in Section 1 of Article VII of these Bylaws and paragraph D of Article VII of the Declaration to appoint and remove members of the Board. No candidate appointed or nominated and elected by Developer need be a Unit Owner or occupant of a Unit. 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 sixth (6th) member of the Board. Such representative need not be an Owner or occupant of a Unit.



(6) INSERT a NEW SENTENCE to the end of BYLAWS ARTICLE II, SECTION 8, as amended. Said new addition, to be added to the Bylaws, Exhibit C of the Declaration, as recorded at Summit County Records, OR 006, Page 206 et seq., is as follows:

Those written consents will be filed with the Board meeting minutes.

(7) INSERT a NEW PARAGRAPH to the end of DECLARATION ARTICLE XIV. Said new addition, to be added to the Declaration, as recorded at Summit County Records, OR 006, Page 206 et seq., is as follows:

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

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

2. To meet the requirements of insurance underwriters;

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

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

5. 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;

6. 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.

7. To permit notices to 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 Unit Owner;

Any 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 PARAGRAPH (1) of BYLAWS ARTICLE II, SECTION 10(J). Said modification, to be made to the Bylaws, Exhibit C of the Declaration, as recorded at Summit County Records, OR 006, Page 206 et seq., and as amended at Instrument No. 55144374, is as follows: (deleted language is crossed out; new language is underlined)

1. 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 Unit Owners, impacts zoning, or otherwise ~~and~~ relates to matters affecting the Condominium Property;

(9) INSERT A NEW PARAGRAPH to the end of BYLAWS ARTICLE X. Said new addition, to be added to the Bylaws, Exhibit C to the Declaration, as recorded at Summit County Records, OR 006, Page 206 et seq., and as amended at Instrument No. 55027126, is as follows:

All notices required or permitted by the Declaration or Bylaws to any 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 Unit address or to another address the Unit Owner designates in writing to the Board, or delivered using electronic mail subject to the following:

A. The Association may use electronic mail or other transmission technology to send any required notice only to Unit Owners, individually or collectively, who have given the Association written consent to the use of electronic mail or other transmission technology. Any 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.



- B. An electronic mail or transmission technology to a Unit Owner is not considered delivered and effective if the Association's transmission to the Unit Owner fails, e.g. the Association receives an "undeliverable" or similar message, or the inability to deliver the transmission to the 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 Unit Owner by either regular mail or hand delivered.

(10) MODIFY the 1st SENTENCE of BYLAWS ARTICLE VI, SECTION 3. Said modification, to be made to the Bylaws, Exhibit C to the Declaration, as recorded at Summit County Records, OR 006, Page 206 et seq., is as follows: (new language is underlined)

The Association shall build up and maintain a reasonable reserve for contingencies and replacements 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 12. Said modification, to be made to the Bylaws, Exhibit C to the Declaration, as recorded at Summit County Records, OR 006, Page 206 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 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.

*Occupancy Restriction
Amendment*



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CONDO 64.00

John A Donofrio, Summit Fiscal Officer

AMENDMENT TO THE
DECLARATION OF CONDOMINIUM OWNERSHIP
FOR
THE VILLAGE OF CRYSTAL LAKES CONDOMINIUM

PLEASE CROSS MARGINAL REFERENCE WITH THE DECLARATION OF CONDOMINIUM OWNERSHIP FOR THE VILLAGE OF CRYSTAL LAKES CONDOMINIUM RECORDED AT VOLUME OR 006, PAGE 206 ET SEQ., OF THE SUMMIT COUNTY RECORDS.

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

DATED: *March 22, 2006*

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



AMENDMENT TO THE
DECLARATION OF CONDOMINIUM OWNERSHIP FOR
THE VILLAGE OF CRYSTAL LAKES CONDOMINIUM

WHEREAS, the Declaration of Condominium Ownership for The Village of Crystal Lakes Condominium (the "Declaration") was recorded at Summit County Records Volume OR 006, Page 206 et seq., and

WHEREAS, The Village of Crystal Lakes Condominium Association (the "Association") is a corporation consisting of all Unit Owners in The Village of Crystal Lakes Condominium and as such is the representative of all Unit Owners, and

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

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

WHEREAS, the Association has in its records the signed, written consents to the Amendment signed by Unit Owners representing 83.8% of the Association's voting power as of January 12, 2006, and

WHEREAS, the Association has in its records the power of attorney signed by Unit Owners representing 83.8% 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 Summit County Fiscal 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 of Condominium Ownership for The Village of Crystal Lakes Condominium have in all respects been complied with.

NOW THEREFORE, the Declaration of Condominium Ownership for The Village of Crystal Lakes Condominium is hereby amended by the following:

INSERT a new DECLARATION ARTICLE III, SECTION B, PARAGRAPH 22 entitled, "Occupancy Restriction." Said new addition, to be added on Page 8 of the Declaration, as recorded at Summit County Records, OR 006, Page 206 et seq., is as follows:

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

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

IN WITNESS WHEREOF, the said The Village of Crystal Lakes Condominium Association, has caused the execution of this instrument this 8th day of March, 2006.

THE VILLAGE OF CRYSTAL LAKES CONDOMINIUM ASSOCIATION

By: William R. Pierce 3-8-06
WILLIAM PIERCE, its President

By: Walter Cohen
WALTER COHEN, its Secretary



John A Donofrio, Summit Fiscal Officer

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STATE OF OHIO)

COUNTY OF Summit)

SS

BEFORE ME, a Notary Public, in and for said County, personally appeared the above named The Village of Crystal Lakes Condominium Association, by its President and its Secretary, who acknowledged that they did sign the foregoing instrument, on Page 3 of 6, 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 8th day of March, 2006.

Anne Marie Reichert
NOTARY PUBLIC

Anne Marie Reichert - Notary Public
State of Ohio - Cuyahoga County
Commission Expires: May 15, 2010



John A Donofrio, Summit Fiscal Officer

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



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EXHIBIT A

AFFIDAVIT

STATE OF OHIO)
COUNTY OF Summit)

SS

WILLIAM PIERCE, being first duly sworn, states as follows:

1. He is the duly elected and acting President of The Village of Crystal Lakes Condominium Association.
2. He caused copies of the Amendment to the Declaration of Condominium Ownership for The Village of Crystal Lakes 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 83.8% of the Association's voting power in favor of the Amendment to the Declaration of Condominium Ownership for The Village of Crystal Lakes Condominium in accordance with the provisions of Declaration Article XIV and caused such signed, written consents to be filed with the corporate records for The Village of Crystal Lakes Condominium Association.
4. Further affiant sayeth naught.



WILLIAM PIERCE, President

BEFORE ME, a Notary Public, in and for said County, personally appeared the above named WILLIAM PIERCE 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 Akron, Ohio, this 8th day of March, 2006.



NOTARY PUBLIC

Anne Marie Reichert - Notary Public
State of Ohio - Cuyahoga County
Commission Expires: May 15, 2010

EXHIBIT B

CERTIFICATION OF SECRETARY

The undersigned, being the duly elected and qualified Secretary of The Village of Crystal Lakes 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 of Condominium Ownership for The Village of Crystal Lakes Condominium.

NONE

Walter Cohen
WALTER COHEN, Secretary



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John A Donofrio, Summit Fiscal Officer

STATE OF OHIO)
COUNTY OF Summit)

SS

BEFORE ME, a Notary Public in and for said County, personally appeared the above named WALTER COHEN who acknowledged 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 Akron, Ohio, this 8th day of March, 2006.

Anne Marie Reichert
NOTARY PUBLIC

Anne Marie Reichert - Notary Public
State of Ohio - Cuyahoga County
Commission Expires: May 15, 2010

House Bill 135 Permitted
Amendments 2004

AMENDMENTS TO THE
DECLARATION OF CONDOMINIUM OWNERSHIP
FOR
THE VILLAGE OF CRYSTAL LAKES CONDOMINIUM



55144374
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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 THE VILLAGE OF CRYSTAL LAKES CONDOMINIUM WERE FILED IN THE OFFICE OF THE FISCAL OFFICER OF SUMMIT COUNTY, OHIO.

DATED: Jan 20, 2005

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



55144374

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CONDO 64.00

John A Donofrio, Summit Fiscal Officer

AMENDMENTS TO THE
DECLARATION OF CONDOMINIUM OWNERSHIP FOR
THE VILLAGE OF CRYSTAL LAKES CONDOMINIUM

WHEREAS, the Declaration of Condominium Ownership for The Village of Crystal Lakes Condominium (the "Declaration") and the Bylaws of The Village of Crystal Lakes Condominium Association (the "Bylaws"), Exhibit C to the Declaration, were recorded at Summit County Records OR 006, Pages 206 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 The Village of Crystal Lakes Condominium have in all respects been complied with.

NOW THEREFORE, the Declaration of Condominium Ownership for The Village of Crystal Lakes 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 XV. Said new addition, to be added on Page 29 of the Declaration, as recorded at Summit County Records, OR 006, Pages 206 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;



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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 2nd PARAGRAPH to the end of DECLARATION ARTICLE VIII, SECTION F, entitled "Lien of Association." Said new addition, to be added on Page 20 of the Declaration, as recorded at Summit County Records, OR 006, Pages 206 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(12), entitled "Rental of Units." Said new addition, to be added on Page 6 of the Declaration, as recorded at Summit County Records, OR 006, Pages 206 et seq., and as amended at Summit County Records, Instrument Number 54040718, 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 DECLARATION ARTICLE VIII, SECTION A, entitled "General." Said new addition, to be added on Page 18 of the Declaration, as recorded at Summit County Records, OR 006, Pages 206 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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John A Donofrio, Summit Fiscal Officer

- (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 2nd PARAGRAPH to the end of BYLAWS ARTICLE V, SECTION 3, entitled "Special Services." Said new addition, to be added on Page 9 of the Bylaws, Exhibit C of the Declaration, as recorded at Summit County Records, OR 006, Pages 206 et seq., is as follows:

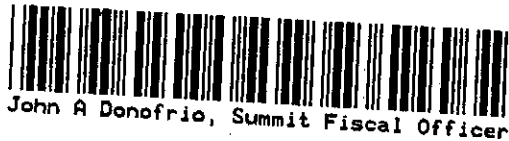
In accordance with Ohio Revised Code Section 5311.081(B)(15), the Board may impose reasonable charges to the Unit Owner for providing copies of the Declaration, Bylaws or amendments thereto as well as reasonable charges for the handling of re-financing and/or resale documentation, and/or statements of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

(9) INSERT a new SECTION B(21), entitled "Owner/Resident Information," to DECLARATION ARTICLE III. Said new addition, to be added on Page 8 of the Declaration, as recorded at Summit County Records, OR 006, Pages 206 et seq., is as follows:

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

(10) INSERT a new 2nd SENTENCE to the end of BYLAWS ARTICLE II, SECTION 6, entitled "Regular Meetings." Said new addition, to be added on Page 3 of the Bylaws, Exhibit C of the Declaration, as recorded at Summit County Records, OR 006, Pages 206 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.



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01/20/2005 09:06A
CONDO 64.00

(11) 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 11 of the Bylaws, Exhibit C of the Declaration, as recorded at Summit County Records, OR 006, Pages 206 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.

INSERT a new PARAGRAPH J. to BYLAWS ARTICLE II, SECTION 10, entitled "Powers and Duties," and INSERT new PARAGRAPHS 1., 2., 3., and 4., thereafter. Said new additions to be added on Page 4 of the Bylaws, Exhibit C of the Declaration, as recorded at Summit County Records, OR 006, Pages 206 et seq., is as follows:

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

1. 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;
2. Grant easements, leases, licenses, and concessions through or over the Common Elements;
3. Impose and collect fees or other charges for the use, rental, or operation of the Common Elements or for services provided to Unit Owners; and
4. Invest excess funds in investments that meet standards for fiduciary investments under Ohio law.

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



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CONDO 54.00

IN WITNESS WHEREOF, the said The Village of Crystal Lakes Condominium Association has caused the execution of this instrument this 16 day of December, 2004.

THE VILLAGE OF CRYSTAL LAKES CONDOMINIUM ASSOCIATION

By: William Pierce
WILLIAM PIERCE, its President

STATE OF OHIO)
COUNTY OF Summit) SS

BEFORE ME, a Notary Public, in and for said County, personally appeared the above named The Village of Crystal Lakes Condominium Association, by its President, who acknowledged that he did sign the foregoing instrument and that the same is the free act and deed of said corporation and the free act and deed of him personally and as such officer.

IN WITNESS WHEREOF, I have hereunto set my hand and official seal in Fairlawn, Ohio, this 16th day of December, 2004.

[Signature]
NOTARY PUBLIC

DANA E. GECHOFF, Notary Public
Residence - Summit County
State Wide Jurisdiction, Ohio
My Commission Expires Aug. 3, 2009.

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

ENN.

AMENDMENT TO THE
DECLARATION OF CONDOMINIUM OWNERSHIP
FOR
THE VILLAGE OF CRYSTAL LAKES CONDOMINIUM



55027126
Pg: 1 of 6
03/25/2004 12:42P
CONDO 64.00

John A Donofrio, Summit Fiscal Officer

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

DATED: 3-15-04

BY: **JOHN A. DONOFRIO**
FISCAL OFFICER

By D. Taylor, Deputy Fiscal Officer

AMENDMENT TO THE
DECLARATION OF CONDOMINIUM OWNERSHIP FOR
THE VILLAGE OF CRYSTAL LAKES CONDOMINIUM

WHEREAS, the Declaration of Condominium Ownership for The Village of Crystal Lakes Condominium (the "Declaration") and the Bylaws of The Village of Crystal Lakes Condominium Association (the "Bylaws"), Exhibit C to the Declaration, was recorded at Summit County Records Volume OR 006, Page 206 et seq., and

WHEREAS, The Village of Crystal Lakes Condominium Association (the "Association") is a corporation consisting of all Unit Owners in The Village of Crystal Lakes and as such is the representative of all Unit Owners, and

WHEREAS, Article XIV of said Declaration authorizes amendments to the Declaration and Bylaws Article XII 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 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 78.09% of the Association's voting power, and

WHEREAS, the Association has in its records the power of attorney signed by Unit Owners representing 78.09% 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 and Secretary that a copy of the Amendment was mailed by certified mail to all mortgagees on the records of the Association and that Unit Owners representing at least 75% of the Association's voting power approved the Amendment, 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 of Condominium Ownership for The Village of Crystal Lakes Condominium have in all respects been complied with.

NOW THEREFORE, the Declaration of Condominium Ownership for The Village of Crystal Lakes Condominium is hereby amended by the following:



John A Donofrio, Summit Fiscal Officer

55027126
Pg: 2 of 6
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CONDO 64.00

DELETE BYLAWS Article X, entitled "NOTICES AND DEMANDS," in its entirety. Said deletion to be made on Page 15 of the Bylaws, Exhibit "C" to the Declaration as recorded at Summit County Records Volume OR 006, Page 206 et seq.

INSERT a new BYLAWS Article X, entitled "NOTICES." Said addition, to be made on Page 15 of the Bylaws, Exhibit "C" to the Declaration as recorded at Summit County Records Volume OR 006, Page 206 et seq., is as follows:

NOTICES

All notices required or permitted hereunder, and under the Declaration, to the Association, the Board of Managers, or the Unit Owners, shall be in writing and shall be sent by regular U.S. mail, first-class postage prepaid, to the Board of Managers or the Association at the address of the Condominium Property or to such other address as the Board of Managers may designate from time to time by notice in writing to all Unit Owners. All notices to any Unit Owner shall be sent by regular U.S. mail, first-class postage prepaid, to such Unit Owner's Unit address or to such other address as may be designated by him from time to time, in writing, to the Board of Managers. Any notice required or permitted to be given to any occupant of a Unit other than a Unit Owner shall effectively be given if sent by regular U.S. mail, first-class postage prepaid, to the Unit address.

Any conflict between this provision and any other provision of the Declaration and Bylaws shall be interpreted in favor of this amendment permitting notices by regular U.S. mail. 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 Village of Crystal Lakes Condominium Association has caused the execution of this instrument this 4th day of March, 2004.

THE VILLAGE OF CRYSTAL LAKES CONDOMINIUM ASSOCIATION

By: William Pierce
WILLIAM PIERCE, its President

By: Walter Cohen 3-4-04
WALTER COHEN, its Secretary

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Pg: 3 of 6
03/26/2004 12:42P
CONDO
John A Donofrio, Summit Fiscal Officer

STATE OF OHIO)
)
COUNTY OF SUMMIT) SS

BEFORE ME, a Notary Public, in and for said County, personally appeared the above named The Village of Crystal Lakes Condominium Association, by its President and its Secretary, who acknowledged that they did sign the foregoing instrument, on Page 3 of 6, 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 4th day of March, 2004.

Anne Marie Turchan
NOTARY PUBLIC

ANNE MARIE TURCHAN
Notary Public, State of Ohio, Cuy. Cty.
My Commission Expires May 25, 2005



John A Donofrio, Summit Fiscal Officer

55027126
Pg: 4 of 6
03/26/2004 12:42P
CONDO 54.00

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

EXHIBIT A

AFFIDAVIT

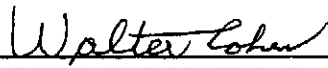
STATE OF OHIO)
)
COUNTY OF SUMMIT)

SS

WILLIAM PIERCE and WALTER COHEN, being first duly sworn, states as follows:

1. They are the duly elected and acting President and Secretary, respectively, of The Village of Crystal Lakes Condominium Association.
2. As such President and Secretary, they certify that the Association received the signed, written consents of the Unit Owners representing 78.09% of the Association's voting power in favor of the Amendment to the Declaration of Condominium Ownership for The Village of Crystal Lakes Condominium in accordance with provisions of Article XIV of the Declaration and caused such signed, written consents to be filed with The Village of Crystal Lakes Condominium Association corporate records.
3. Accordingly, the Amendment was duly adopted in accordance with the provisions of the Declaration.
4. Copies of the Amendment to the Declaration of Condominium Ownership for The Village of Crystal Lakes 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.
5. Further affiants sayeth naught.


WILLIAM PIERCE, President


WALTER COHEN, Secretary
WALTER

BEFORE ME, a Notary Public, in and for said County, personally appeared the above named WILLIAM PIERCE and WALTER COHEN who acknowledges that they did sign the foregoing instrument and that the same is their free act and deed.

IN TESTIMONY WHEREOF, I have hereunto set my hand and official seal in AKRON, Ohio, this 4th day of MARCH, 2004.

ANNE MARIE TURCHAN
Notary Public, State of Ohio, Cuy. Cty.
My Commission Expires May 25, 2005


NOTARY PUBLIC

55027126
Pg: 5 of 6
03/26/2004 12:42P
CONDO 64.00
John A Donofrio, Summit Fiscal Officer

EXHIBIT B

CERTIFICATION OF SECRETARY

The undersigned, being the duly elected and qualified Secretary of The Village of Crystal Lakes 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 of Condominium Ownership for The Village of Crystal Lakes Condominium.

NONE

Walter Cohen

WALTER COHEN, Secretary



STATE OF OHIO)
)
COUNTY OF SUMMIT)

SS

BEFORE ME, a Notary Public in and for said County, personally appeared the above named WALTER COHEN who acknowledged 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

Akron, Ohio, this 4th day of March, 2004.

Anne Marie Turchan

NOTARY PUBLIC

ANNE MARIE TURCHAN
Notary Public, State of Ohio, Cuy. Cty.
My Commission Expires May 25, 2005

Capital Additions
Amendment 4/4
6

AMENDMENT TO THE
DECLARATION OF CONDOMINIUM OWNERSHIP
FOR
THE VILLAGE OF CRYSTAL LAKES CONDOMINIUM

 55145683
Pg: 1 of 6
01/25/2005 10:17A
CONDO 64.00
John A Donofrio, Summit Fiscal Officer

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

DATED: Jan 25, 2005

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

AMENDMENT TO THE
DECLARATION OF CONDOMINIUM OWNERSHIP FOR
THE VILLAGE OF CRYSTAL LAKES CONDOMINIUM

WHEREAS, the Declaration of Condominium Ownership for The Village of Crystal Lakes Condominium (the "Declaration") was recorded at Summit County Records Volume OR 006, Page 206 et seq., and

WHEREAS, The Village of Crystal Lakes Condominium Association (the "Association") is a corporation consisting of all Unit Owners in The Village of Crystal Lakes and as such is the representative of all Unit Owners, and

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

WHEREAS, Unit Owners representing at least 75% of the Association's voting power have executed instruments 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 77.14% of the Association's voting power, and

WHEREAS, the Association has in its records the power of attorney signed by Unit Owners representing 77.14% 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 and Secretary that a copy of the Amendment was mailed by certified mail to all mortgagees on the records of the Association and that Unit Owners representing at least 75% of the Association's voting power approved the Amendment, 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 of Condominium Ownership for The Village of Crystal Lakes Condominium have in all respects been complied with.

NOW THEREFORE, the Declaration of Condominium Ownership for The Village of Crystal Lakes Condominium is hereby amended by the following:



55145683

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CONDO 64.00

John A Donofrio, Summit Fiscal Officer

DELETE the phrase "Five Thousand and no/100 Dollars (\$5,000.00)" from BY-LAWS ARTICLE IV, SECTION 1, PARAGRAPH M as found on Page 8 of the By-Laws as recorded at Volume OR 006, Page 206 et seq. of Summit County Records.

INSERT the phrase "Ten Thousand and no/100 Dollars (\$10,000.00)" in BY-LAWS ARTICLE IV, SECTION 1, PARAGRAPH M as found on Page 8 of the By-Laws as recorded in Summit County Records Volume OR 006, Page 206 et seq. Said insertion is as follows: (Old language is deleted; new language is underlined.)

"M. Capital Additions and Improvements. The Association's powers hereinabove enumerated shall be limited in that the Association shall have no authority to acquire and pay for as Common Expenses any capital additions and improvements (other than for purposes of replacing or restoring portions of the Units, L.C.A.s, or Common Areas and Facilities, subject to all the provisions of the Declaration and these Bylaws) having an annual total cost in excess of ~~Five Thousand and no/100 Dollars (\$5,000.00)~~ Ten Thousand and no/100 Dollars (\$10,000.00), nor shall the Association authorize any structural alterations, capital additions to, or capital improvements of the Units, L.C.A.s, or Common Areas and Facilities requiring an expenditure in excess of ~~Five Thousand and no/100 Dollars (\$5,000.00)~~ Ten Thousand and no/100 Dollars (\$10,000.00) without in each case the prior approval of the members of the Association entitled to exercise a majority of the voting power of the Association."

Any conflict between this provision and other provisions of the Declaration and By-Laws shall be interpreted in favor of this provision granting the Board the authority to spend up to Ten Thousand and no/100 Dollars (\$10,000.00) on capital improvements.

IN WITNESS WHEREOF, the said The Village of Crystal Lakes Condominium Association has caused the execution of this instrument this 12th day of January, 2005

THE VILLAGE OF CRYSTAL LAKES CONDOMINIUM ASSOCIATION

By: William Pierce
WILLIAM PIERCE, its President

By: Walter Cohen
WALTER COHEN, its Secretary

STATE OF OHIO)
)
COUNTY OF Summit) SS

BEFORE ME, a Notary Public, in and for said County, personally appeared the above named The Village of Crystal Lakes Condominium Association, by its President and its Secretary, who acknowledged that they did sign the foregoing instrument, on Page 3 of 6, 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 12th day of January, 2005

Anne Marie Turchan
NOTARY PUBLIC

ANNE MARIE TURCHAN
Notary Public, State of Ohio, Cuy. Cty.
My Commission Expires May 25, 2005

 55145683
Pg: 4 of 6
01/25/2005 10:17A
CONDD 64.00
John A Donofrio, Summit Fiscal Officer

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



John A Donofrio, Summit Fiscal Officer

EXHIBIT A

AFFIDAVIT

STATE OF OHIO)
)
COUNTY OF Summit)

SS

WILLIAM PIERCE and WALTER COHEN, being first duly sworn, states as follows:

1. They are the duly elected and acting President and Secretary, respectively, of The Village of Crystal Lakes Condominium Association.
2. The Association received the signed, written consents of the Unit Owners representing 77.14% of the Association's voting power in favor of the Amendment to the Declaration in accordance with provisions of Article XIV of the Declaration and caused such signed, written consents to be filed with The Village of Crystal Lakes Condominium Association corporate records. Accordingly, the Amendment was duly adopted in accordance with the provisions of the Declaration.
3. Copies of the Amendment to the Declaration 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.
4. Further affiants sayeth naught.

William Pierce
WILLIAM PIERCE, President

Walter Cohen
WALTHER COHEN, Secretary

BEFORE ME, a Notary Public, in and for said County, personally appeared the above named WILLIAM PIERCE and WALTER COHEN who acknowledges that they did sign the foregoing instrument and that the same is their free act and deed.

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

ANNE MARIE TURCHAN
Notary Public, State of Ohio, Cuy. Cty.
My Commission Expires May 25, 2005

Anne Marie Turchan
NOTARY PUBLIC


EXHIBIT B

CERTIFICATION OF SECRETARY

The undersigned, being the duly elected and qualified Secretary of The Village of Crystal Lakes 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 of Condominium Ownership for The Village of Crystal Lakes Condominium.

NONE

Walter Cohen
WALTER COHEN, Secretary


John A Donofrio, Summit Fiscal Officer
55145683
Pg: 6 of 6
01/25/2005 10:17A
CONDO 64.00

STATE OF OHIO)
)
COUNTY OF Summit) SS

BEFORE ME, a Notary Public in and for said County, personally appeared the above named WALTER COHEN who acknowledged 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 AKRON, Ohio, this 12th day of January, 2005

Anne Marie Turchan
NOTARY PUBLIC

ANNE MARIE TURCHAN
Notary Public, State of Ohio, Cuy. Cty.
My Commission Expires May 25, 2005

Annual Meeting
Amendment

AMENDMENT TO THE BY-LAWS

OF

THE VILLAGE OF CRYSTAL LAKES CONDOMINIUM ASSOCIATION

TRANSFER NOT NECESSARY

March 26, 1998
James B. McCarthy County Auditor

James B. McCarthy
By Appatt
Deputy Auditor
March 26, 1998

APPROVED AS THE *Boim*

William E. Schultz
Assistant Prosecuting Attorney
Summit County, Ohio

AMENDMENT TO THE BY-LAWS
OF
THE VILLAGE OF CRYSTAL LAKES CONDOMINIUM ASSOCIATION

WHEREAS, the Declaration and By-Laws of The Village of Crystal Lakes Condominium were recorded in Volume OR 006, Page 206 et seq. of Summit County Records, and

WHEREAS, The Village of Crystal Lakes Condominium Association is a corporation consisting of all Unit Owners in The Village of Crystal Lakes Condominium and as such is the representative of all owners, and

WHEREAS, Article XIV of the Declaration and Article XII of said By-Laws authorizes amendments to the By-Laws, and

WHEREAS, Unit Owners in excess of 75% of the voting power of the Owners Association have executed an instrument in writing setting forth specifically the new matter to be added, and

WHEREAS, attached hereto as Exhibit A is an Affidavit of the President of the Owners Association that a copy of the amendment was mailed by certified mail to all mortgagees on the records of the Owners Association having bona fide liens of record against any Unit ownership, and

WHEREAS, attached hereto as Exhibit B is a certification of the Secretary of the Owners Association as to the names of the consenting and non-consenting mortgagees of the various Units, and

WHEREAS, the Owners Association has in its records the signed consents to the Amendment signed by 76.19% of the Unit Owners and further has in its records the consents, if any, of the mortgagees as certified by the Secretary in the attached Exhibit B, and

WHEREAS, the Owners Association has in its records the power of attorney signed by 76.19% of the Unit Owners authorizing the officers of The Village of Crystal Lakes Condominium Association to execute this recorded document on their behalf, and

WHEREAS, the proceedings necessary to amend the By-Laws as required by Chapter 5311 of the Ohio Revised Code and the Declaration of Condominium Ownership for The Village of Crystal Lakes Condominium have in all respects been complied with,

NOW THEREFORE, the By-Laws of The Village of Crystal Lakes Condominium Association is hereby amended by the following:

INSERT NEW LANGUAGE TO THE FIRST SENTENCE IN BY-LAWS ARTICLE I, SECTION 4, PARAGRAPH (a) entitled "Annual Meeting." as contained on Page 1 and as recorded at Volume OR 006, Page 206 et seq. of Summit County Records. Said new language is as follows: (deleted language is struck-out; new language is underlined)

"(a) Annual Meeting. There shall be an annual meeting of the Association held in Summit County, Ohio, ~~within the first twenty one (21) days in February of each year commencing with the year 1988~~ within the month of May each year at a place and time determined by the Board of Managers, hereinafter referred to as the "Board" then in office.

Any conflict between this provision and other provisions of the Declaration and By-Laws shall be interpreted in favor of this provision mandating an annual meeting of the Association within the month of May."

IN WITNESS WHEREOF, the said The Village of Crystal Lakes Condominium Association has caused the execution of this instrument this 9th day of March, 1998.

THE VILLAGE OF CRYSTAL LAKES
CONDOMINIUM ASSOCIATION

Signed in the presence of:

A.W. McNulty
Witness: A.W. McNulty

Anne Marie Turchan
Witness: Anne Marie Turchan

By: Bart Frazzitta
BART FRAZZITTA, its President

By: Walter Cohen
WALTER COHEN, its Secretary

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


EXHIBIT A

AFFIDAVIT

STATE OF OHIO)
) SS
COUNTY OF SUMMIT)

BART FRAZZITTA, being first duly sworn, states as follows:

1. He is the duly elected and acting President of The Village of Crystal Lakes Condominium Association.
2. As such President, he caused copies of the amendment to the By-Laws of The Village of Crystal Lakes Condominium Association to be mailed by certified mail to all mortgagees on the record of the Association having bona fide liens of record against any Unit Ownership.
3. Further affiant sayeth naught.


BART FRAZZITTA, President

BEFORE ME, a Notary Public in and for said County, personally appeared the above named BART FRAZZITTA 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 at Uxon, Ohio, this 20th day of March, 1998.


NOTARY PUBLIC

Anne Marie Villmova - Notary Public
State of Ohio - Cuyahoga County
Commission Expires February 15, 2000

EXHIBIT B

CERTIFICATION OF SECRETARY

The undersigned being the duly elected and qualified Secretary of The Village of Crystal Lakes Condominium Association, hereby certifies that there is on file in the records of the Association, the names of the following mortgagees, if any, who have consented to the proposed Amendment to the By-Laws of The Village of Crystal Lakes Condominium Association.

N O N E

Walter Cohen

WALTER COHEN, Secretary

STATE OF OHIO)
) SS
COUNTY OF SUMMIT)

BEFORE ME, a Notary Public in and for said County, personally appeared the above named WALTER COHEN who acknowledged 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 at *Alton*, Ohio, this *9th* day of *March*, 1998.

Anne Marie Villeneuve

NOTARY PUBLIC

Anne Marie Villeneuve - Notary Public
State of Ohio - Cuyahoga County
Commission Expires: February 15, 2000

STATE OF OHIO)
) SS
COUNTY OF SUMMIT)

BEFORE ME, a Notary Public in and for said County, personally appeared the above named The Village of Crystal Lakes Condominium Association, by its President and its Secretary, who acknowledge 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 Cleveland, Ohio, this 9th day of March, 1998.

Anne Marie Villnue

NOTARY PUBLIC

Anne Marie Villnue - Notary Public
State of Ohio - Cuyahoga County
Commission Expires February 15, 2000



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AMENDMENT TO THE
DECLARATION OF CONDOMINIUM OWNERSHIP FOR
THE VILLAGE OF CRYSTAL LAKES CONDOMINIUM

CERTIFICATION OF FILING OF AMENDMENT TO THE
DECLARATION OF CONDOMINIUM OWNERSHIP FOR
THE VILLAGE OF CRYSTAL LAKES CONDOMINIUM

SUMMIT COUNTY, OHIO

APPROVED AND FILED
William E. Schull
County Auditor
7/21/97

This will certify that a copy of the within Amendment to the Declaration of Condominium Ownership for The Village of Crystal Lakes Condominium has been filed in the Office of the County Auditor, Summit County, Ohio.

dated: July 23, 1997

James B. McCarthy
County Auditor
By: [Signature]
Deputy Auditor

AMENDMENT TO THE
DECLARATION OF CONDOMINIUM OWNERSHIP FOR
THE VILLAGE OF CRYSTAL LAKES CONDOMINIUM

WHEREAS, the Declaration of Condominium Ownership for The Village of Crystal Lakes Condominium was recorded in Volume OR 006, Page 206 et seq. of Summit County records, and

WHEREAS, The Village of Crystal Lakes Condominium Association is a corporation consisting of all Unit Owners in The Village of Crystal Lakes Condominium and as such is the representative of all owners, and

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

WHEREAS, Unit Owners in excess of 75% of the voting power of the Owners Association have executed an instrument in writing setting forth specifically the new matter to be added, and

WHEREAS, attached hereto as Exhibit A is an Affidavit of the President of the Owners Association that a copy of the amendment was mailed by certified mail to all mortgagees on the records of the Owners Association having bona fide liens of record against any Unit ownership, and

WHEREAS, attached hereto as Exhibit B is a certification of the Secretary of the Owners Association as to the names of the consenting and non-consenting mortgagees of the various Units, and

WHEREAS, the Owners Association has in its records the signed consents to the amendment signed by 76.1% of the Unit Owners and further has in its records the consents, if any, of the mortgagees as certified by the Secretary in the attached Exhibit B, and

WHEREAS, the Owners Association has in its records the power of attorney signed by 76.1% of the Unit Owners authorizing the officers of The Village of Crystal Lakes Condominium Association to execute this recorded document on their behalf, and

WHEREAS, the proceedings necessary to amend the Declaration as required by Chapter 311 of the Ohio Revised Code and the Declaration of Condominium Ownership for The Village of Crystal Lakes Condominium have in all respects been complied with,

NOW THEREFORE, the Declaration of Condominium Ownership of The Village of Crystal Lakes Condominium is hereby amended by the following:

DELETE DECLARATION ARTICLE III, SECTION B, PARAGRAPH 12 entitled Rental of Units in its entirety. Said deletion is on Page 6 of the Declaration as recorded in Summit County Records Volume OR 006, Page 206 et seq.

INSERT a new DECLARATION ARTICLE III, SECTION B, PARAGRAPH 12 entitled Rental of Units. Said new addition to be added on Page 6 of the Declaration as recorded in Summit County Records Volume OR 006, Page 206 et seq. is as follows:

12. Rental of Units. No unit shall be leased by a unit owner to others for business, speculative, investment or any other purposes. The purpose of this restriction is to create a community of resident owners. This restriction does not apply to units which are occupied by the parent(s) or child(ren) of the unit owner.



To meet special situations and to avoid undue hardship or practical difficulties, the Board of Managers shall grant permission to an owner to lease his unit to a specified renter for a period not less than twelve (12) consecutive months nor more than twenty-four (24) consecutive months. The hardship exception may in no event be extended beyond the one twenty-four (24) month period.

Any unit owner leasing his unit at the time of filing of this Amendment with the County Recorder, and who has registered his unit as a rental unit with the Association, shall continue to enjoy the privilege of leasing that unit until the title to said unit is transferred to a subsequent owner.

In no event shall the unit be leased by the Owner thereof for transient or hotel purposes, which is defined to mean: (i) rental for any period less than twelve (12) full calendar months, or (ii) any rental if the occupants of the Unit are provided in connection with such rentals customary hotel services such as room service for food and beverage, maid service, furnishing of laundry and linen or bell-boy service.

Each lease shall be in writing, shall require the lessee to abide by the terms of the Declaration and Bylaws, as well as any rules and regulations adopted by the Association, and shall give the Board of Managers the right to dispossess or otherwise act for the Unit Owner in case of default under the lease or for violation of the Declaration, Bylaws or the rules and regulations. The Unit Owner shall continue to be liable for all obligations of ownership of his Unit and shall be responsible to the Board of Managers for the conduct of his lessee. Copies of all such leases shall be delivered to the Board of Managers prior to the beginning of the lease term.

Any conflict between this provision and other provisions of the Declaration and Bylaws shall be interpreted in favor of this restriction on leasing.

IN WITNESS WHEREOF, the said The Village of Crystal Lakes Condominium Association has caused the execution of this instrument this 14th day of July, 1997.

THE VILLAGE OF CRYSTAL LAKES
CONDOMINIUM ASSOCIATION

Signed in the
presence of:

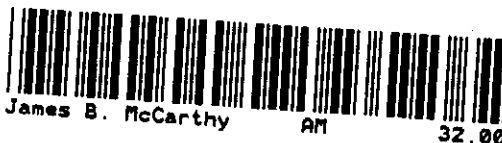
Ann H. McAliff
Witness: ANN H. McALIFFE

Louise G. Cohen
Witness: LOUISE G. COHEN

By: Bart Frazzitta
BART FRAZZITTA, its President

By: Walter Cohen
WALTER COHEN, its Secretary

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



54040718
Page: 3 of 6
07/23/97 02:57P

STATE OF OHIO)
) SS
COUNTY OF SUMMIT)



54040718
Page: 4 of 6
07/23/97 02:57P

BEFORE ME, a Notary Public in and for said County, personally appeared the above named The Village of Crystal Lakes Condominium Association, by its President and its Secretary, who acknowledge 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 AKron, Ohio, this 14th day of July, 1997.

Eva M. Mittler
NOTARY PUBLIC

EVA M. MITTLER
Notary Public-State of Ohio
Comm. Expires April 28, 2002

EXHIBIT A

AFFIDAVIT

STATE OF OHIO)
) SS
COUNTY OF SUMMIT)

BART FRAZZITTA, being first duly sworn, states as follows:

1. He is the duly elected and acting President of The Village of Crystal Lakes Condominium Association.
2. As such President, he caused copies of the amendment to the Declaration of The Village of Crystal Lakes Condominium to be mailed by certified mail to all mortgagees on the record of the Association having bona fide liens of record against any Unit Ownership.
3. Further affiant sayeth naught.



54040718
Page: 5 of 6
07/23/97 02:57P

Bart Frazzitta

 BART FRAZZITTA, President

BEFORE ME, a Notary Public in and for said County, personally appeared the above named BART FRAZZITTA 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 at _____
Akron, Ohio, this 14th day of July, 1997

Eva M. Mittler

 NOTARY PUBLIC

EVA M. MITTLER
Notary Public-State of Ohio
Comm. Expires April 28, 2002

EXHIBIT B

CERTIFICATION OF SECRETARY

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

N O N E

Walter Cohen

WALTER COHEN, Secretary

STATE OF OHIO)
) SS
COUNTY OF SUMMIT)



54040718
Page: 6 of 6
07/23/97 02:57P

BEFORE ME, a Notary Public in and for said County, personally appeared the above named WALTER COHEN who acknowledged 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 at _____
Akron, Ohio, this 14th day of July, 1997.

Eva M. Mittler

NOTARY PUBLIC

EVA M. MITTLER
Notary Public-State of Ohio
Comm. Expires April 28, 2002

*Copy Ref
0726
206*

OR1961-1169

*Maintenance
Amendment*

*David W. Kaman
600 Terminal Two
Cleveland 44113
ew*

072856

O.R. _____ PG. 1169-1175

COUNTY OF SUMMIT
RECEIVED & RECORDED

95 JUL -7 PM 3:56

RALPH JAMES - RECORDER

FEE \$ ~~37.00~~ 36.00

AMENDMENT TO THE
DECLARATION OF CONDOMINIUM OWNERSHIP
FOR THE VILLAGE OF CRYSTAL LAKES CONDOMINIUM

CERTIFICATION OF FILING OF AMENDMENT TO
DECLARATION OF CONDOMINIUM OWNERSHIP FOR
THE VILLAGE OF CRYSTAL LAKES CONDOMINIUM
SUMMIT COUNTY, OHIO

This will certify that a copy of the within Amendment to the Declaration of Condominium Ownership for The Village of Crystal Lakes Condominium Association has been filed in the Office of the County Auditor, Summit County, Ohio.

Dated: July 7, 1995

James B. McCarty

APPROVED AS TO FORM

COUNTY AUDITOR

William E. Schuch
Assistant Prosecuting Attorney Summit County, Ohio

Caryn J. Smith

AMENDMENT TO THEDECLARATION OF CONDOMINIUM OWNERSHIPFOR THE VILLAGE OF CRYSTAL LAKES CONDOMINIUM

WHEREAS, the Declaration of Condominium Ownership for the Village of Crystal Lakes Condominium was recorded on March 29, 1988 in Volume OR 006, Page 206 et seq. of Summit County Records, and

WHEREAS, The Village of Crystal Lakes Condominium Association is a corporation consisting of all Family Unit Owners in the Village of Crystal Lakes Condominium and as such is the representative of said owners, and

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

WHEREAS, Family Unit Owners in excess of 75% of the voting power of the Owners Association have executed an instrument in writing setting forth specifically the new matter to be added, and

WHEREAS, attached hereto as Exhibit A is an Affidavit of the President of the Association that a copy of the amendment was mailed by certified mail to all unit owners and mortgagees on the records of the Association having bona fide liens of record against any Family Unit ownership, and

WHEREAS, attached hereto as Exhibit B is a certification of the Secretary of the Association as to the names of the consenting and non-consenting mortgagees of the various Family Units, and

WHEREAS, the Association has in its records the signed consents to the amendment signed by 77.4% of the Family Unit Owners and further has in its records the consents, if any, of the mortgagees as certified by the Secretary in the attached Exhibit B, and

WHEREAS, The Owners Association has in its records the power of attorney signed by 77.4% of the Family Unit Owners authorizing the officers of The Village of Crystal Lakes Condominium Association to execute this recorded document 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 the Village of Crystal Lakes Condominium have in all respects been complied with,

NOW THEREFORE, the Declaration of Condominium Ownership of the Village of Crystal Lakes Condominium is hereby amended by the following:

REPLACE DECLARATION ARTICLE VI, SECTION A, PARAGRAPH 1 as found on Page 10 of the Declaration as recorded in Summit County, Volume OR-006, Page 206 et seq. with the following: (new language is underlined)

A. Maintenance of Units.

1. By the Association. - The Association shall be responsible for the maintenance, repair, upkeep and replacement of the exterior portions of the Units; provided, however, that notwithstanding anything herein to the contrary, Unit Owners shall be responsible for the maintenance, repair, insurance, upkeep and replacement of the roofs and the exterior walls, siding and component parts (except the painting thereof) of their respective Units.

REPLACE DECLARATION ARTICLE VI, SECTION A., PARAGRAPH 2 (i) which defines owner responsibility as found on Page 10 of the Declaration with the following: (new language is underlined)

- (i) To maintain, repair, insure, and replace at his expense all portions of his Unit including the roofs and the exterior walls, siding and component parts (except the painting thereof) of their respective units and any L.C.A. appertaining thereto, all installations in said Unit and any L.C.A. 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 any L.C.A. appertaining thereto. Notwithstanding anything herein to the contrary, a Unit Owner shall also maintain, repair and replace at his expense the roof and the exterior walls, siding and component parts (except the painting thereof) of their respective units. Said Unit Owner shall also maintain, repair and replace at his expense any air conditioning and/or heating apparatus located outside his Unit which apparatus serves his Unit and any L.C.A. appertaining thereto;

REPLACE BY-LAWS ARTICLE IV, SECTION I (F) which describes that for which the Association may expend funds as found on Page 7 of the By-Laws with the following: (new language is underlined)

- F. Care of Common Areas and Facilities. The cost of landscaping, gardening, snow removal, painting, cleaning, tuckpointing, maintenance, decorating, care, upkeep, and maintenance of the ponds and the clay linings of the ponds, (excluding, however, the roofs and the exterior walls, siding and component parts (except the painting thereof) of the respective units, and the Common Areas and Facilities (but not including the Limited Common Areas and Facilities, unless otherwise specified in the Declaration), and such furnishings and equipment for the Common Areas and Facilities as the Association shall determine are necessary and proper, and the Association shall have the exclusive right and duty to acquire furnishings and equipment for the Common Areas and Facilities;

OR 1961-1172

Any conflict between these provisions and any other provisions in the Declaration and By-laws shall be interpreted in favor of these provisions mandating that the Unit Owner be responsible for the maintenance, repair, insurance, upkeep and replacement of the roofs and the exterior walls, siding and component parts (except the painting thereof) of their respective units.

IN WITNESS WHEREOF, the said Village of Crystal Lakes Condominium Association has caused the execution of this instrument this 26th day of June, 1995.

THE VILLAGE OF CRYSTAL LAKES
CONDOMINIUM ASSOCIATION

Signed in the
presence of:

Geraldine Frazzitta
Witness:
GERALDINE FRAZZITTA

By: Bart Frazzitta
BART FRAZZITTA, its President

Ray Fairweather
Witness:
RAY FAIRWEATHER

By: Walter Cohen
WALTER COHEN, its Secretary



STATE OF OHIO)
) SS
COUNTY OF SUMMIT)

BEFORE ME, A Notary Public in and for said County, personally appeared the above named Village of Crystal Lakes Condominium Association, by its President and its Secretary, who acknowledge 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 Canton, Ohio, this 27 day of June, 1995.

Patricia Miller
NOTARY PUBLIC



PATRICIA J. MILLER
Notary Public, State of Ohio
My Commission Expires August 4, 1998

This instrument prepared by:
DAVID W. KAMAN, Esq.
Kaman & Ott, Attorneys
50 Public Square - 600 Terminal Tower
Cleveland, Ohio 44113



EXHIBIT A

AFFIDAVIT

STATE OF OHIO)
) SS
COUNTY OF SUMMIT)

BART FRAZZITTA, being first duly sworn, states as follows:

1. He is the duly elected and acting President of The Village of Crystal Lakes Condominium Association.
2. As such President, he caused copies of the amendment to the Declaration of The Village of Crystal Lakes Condominium to be mailed by certified mail to all mortgagees on the record of the Association having bona fide liens of record against any Family Unit Ownership.
3. Further affiant sayeth naught.

Bart Frazzitta

 BART FRAZZITTA, President

BEFORE ME, a Notary Public in and for said County, personally appeared the above named BART FRAZZITTA who acknowledged 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 at Canton, Ohio, this 27 day of June, 1995.

Patricia J. Miller

 NOTARY PUBLIC



PATRICIA J. MILLER
 Notary Public, State of Ohio
 My Commission Expires August 4, 1998

EXHIBIT B

CERTIFICATION OF SECRETARY

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

N O N E

Walter Cohen

WALTER COHEN, Secretary
WALTER COHEN, Sec.

STATE OF OHIO)
) SS
COUNTY OF SUMMIT)

BEFORE ME, a Notary Public in and for said County, personally appeared the above named WALTER COHEN who acknowledged 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 at AKRON, Ohio, this 26 day of JUNE, 1995.

Ann E. Krill

NOTARY PUBLIC

ANN E. KRILL, Notary Public
Residence - Summit County
State Wide Jurisdiction, Ohio
My Commission Expires Oct. 3, 1999



500-151

COUNTY OF SUMMIT
RECEIVED & RECORDED

CHICAGO TITLE
INSURANCE COMPANY

667470

91 AUG 21 AM 11:07

O.R. 751 PG 152-163

RALPH JAMES - RECORDER

FEE \$ 30.00

WENNY A. GRANT, Notary Public
State of Ohio
My Commission Expires Oct. 7, 1994

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NINTH AMENDMENT
TO
DECLARATION OF CONDOMINIUM OWNERSHIP
FOR
THE VILLAGE OF CRYSTAL LAKES CONDOMINIUM

This will certify that copies of this Ninth Amendment to Declaration of Condominium Ownership for The Village of Crystal Lakes Condominium with the following exhibits attached hereto have been filed in the Office of the County Auditor, County of Summit, Ohio:

1. Exhibit A - Prior Amendment recording information;
2. Affidavit of Thomas Blazey and Mark Saffel, President and Secretary, respectively, of The Village of Crystal Lakes Condominium Association regarding the approval of 75% of the Unit Owners of The Village of Crystal Lakes Condominium;
3. Affidavit of Thomas Blazey, President of The Village of Crystal Lakes Condominium Association regarding the mailing by certified mail to all Mortgage Holders having bona fide liens of record against any Ownership Interest in the Condominium; and
4. Secretary's Certificate Regarding Consenting and Non-Consenting Mortgagees.

Approved as to Form:

Auditor of County of Summit

William E. Schultz
Assistant Prosecuting Attorney

James McCarthy
Deputy Auditor

Dated: 8/20/91

Dated: August 20, 1991

This Instrument Prepared By:

Jay P. Porter
BROUSE & McDOWELL
500 First National Tower
Akron, Ohio 44308-1471
(216) 535-5711

TRANSFER-NOT NECESSARY
AUG 20 1991
James B. McCarthy County Auditor

OR 751 - 153

T M N
8-20-91
Description Approved By
TAX MAP DEPARTMENT

NINTH AMENDMENT TO
DECLARATION OF CONDOMINIUM
OWNERSHIP FOR
THE VILLAGE OF CRYSTAL LAKES CONDOMINIUM

OR 751 - 154

WHEREAS, a certain Declaration of Condominium Ownership for The Village of Crystal Lakes Condominium (the "Declaration") dated March 22, 1988, was filed with the Recorder's Office of Summit County and recorded in Deed Records Volume 6, Page 206, et seq.; and

WHEREAS, certain Drawings of said The Village of Crystal Lakes Condominium were recorded in Plat Cabinet D, Slides 113-130, inclusive, of the Summit County Plat Records; and

WHEREAS, eight Amendments to the Declaration have been filed in the Recorder's Office of Summit County since then as indicated on Exhibit A attached hereto; and

WHEREAS, Article XIV of the Declaration provides that the Declaration and the Bylaws (the "Bylaws") attached thereto as Exhibit C can be amended pursuant to the procedure outlined therein, including the requirement that Unit Owners entitled to exercise at least seventy-five percent (75%) of the voting power of The Village of Crystal Lakes Condominium Association (the "Association") have given written approval to the amendments; and

WHEREAS, this instrument sets forth amendments to be made to the Declaration and Bylaws, and the undersigned President and Secretary of the Association hereby certify that the amendments have received the written approval of the Unit Owners entitled to exercise at least seventy-five percent (75%) of the voting power of the Association.

NOW, THEREFORE, the following provisions of the Declaration and Bylaws are amended as follows:

1. ARTICLE VI(A)1 OF THE DECLARATION APPEARING ON PAGE 10 OF THE DECLARATION IS REPLACED BY THE FOLLOWING:
 - A. Maintenance of Units.
 1. By the Association - The Association shall be responsible for the maintenance, repair, upkeep and replacement of the exterior portions of the Units; provided, however, that notwithstanding anything herein to the contrary, Unit Owners shall be responsible for the maintenance, repair, upkeep and replacement of the roofs of their respective Units.
2. ARTICLE VI(A)2(i) OF THE DECLARATION APPEARING ON PAGE 10 OF THE DECLARATION IS REPLACED BY THE FOLLOWING:
 - (i) To maintain, repair, and replace at his expense all portions of his Unit (except the exterior portions

other than the roof) and any L.C.A. appertaining thereto, all installations in said Unit and any L.C.A. 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 any L.C.A. appertaining thereto. Notwithstanding anything herein to the contrary, a Unit Owner shall also maintain, repair and replace at his expense the roof of his Unit. Said Unit Owner shall also maintain, repair and replace at his expense any air conditioning and/or heating apparatus located outside his Unit which apparatus serves his Unit and any L.C.A. appertaining thereto;

3. ARTICLE VI(D) OF THE DECLARATION APPEARING ON PAGE 13 OF THE DECLARATION IS REPLACED BY THE FOLLOWING:

D. Use and Maintenance of Limited Common Areas and Facilities.

1. Each Unit Owner agrees to maintain, repair and replace, at his expense, all portions of any L.C.A. appertaining to his Unit, including, but not limited to, driveways and sidewalks, except as stated in the following paragraph. A Unit Owner shall have the right to install sprinkler systems in Unit Lots or lawns that are L.C.A.s appurtenant to his Unit, and he agrees to maintain, repair, and replace, at his expense, any such systems.

2. The Association shall not be responsible for the repair, maintenance, or improvement of any L.C.A., except that within any L.C.A., snow shall be removed from driveways and sidewalks by the Association and except that the Association shall repair, maintain, and replace any lawns that are part of an L.C.A.

3. Unit Owners may not use an L.C.A. unless the Declaration (by means of the Drawings) provides that their Unit is entitled to the use thereof.

4. ARTICLE IV, SECTION 1(F) OF THE BYLAWS APPEARING ON PAGE 7 OF THE BYLAWS IS REPLACED BY THE FOLLOWING:

F. Care of Common Areas and Facilities. The cost of landscaping, gardening, snow removal, painting, cleaning, tuckpointing, maintenance, decorating, care, upkeep, and maintenance of the ponds and the clay linings of the ponds, repair and replacement of the exterior portions of the Units (excluding, however, the roofs), and the Common Areas and Facilities (but not including the Limited Common Areas and Facilities, unless otherwise specified in the Declaration), and such furnishings and equipment for the Common Areas and Facilities as the

OR 751 - 156

Association shall determine are necessary and proper, and the Association shall have the exclusive right and duty to acquire furnishings and equipment for the Common Areas and Facilities;

IN WITNESS WHEREOF, the undersigned, being the President and the Secretary of the Association, have executed this instrument as of the date and at the places indicated below.

THE VILLAGE OF CRYSTAL LAKES
CONDOMINIUM ASSOCIATION

[Signature]
Witness
[Signature: Suzanne Elliott]
Witness
[Signature: Mark R. Araldo]
Witness
[Signature: D. K...
Witness

By [Signature: Thomas Blazey]
Thomas Blazey, President

By [Signature: Mark Saffell] Sec
Mark Saffell, Secretary

STATE OF OHIO)
) SS:
SUMMIT COUNTY)

BEFORE ME, a Notary Public in and for said County and State, personally appeared Thomas Blazey, President of The Village of Crystal Lakes Condominium Association, who having been first duly sworn, acknowledged that he did execute the foregoing instrument and that the same was his free act and deed.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed my official seal at Akron, Ohio, this 13 day of August, 1991.

[Signature: Wendy A. Wells (nee Grand)]
NOTARY PUBLIC
WENDY A. GRAND, Notary Public
State of Ohio
My Commission Expires Oct. 7, 1994

STATE OF OHIO)
)
SUMMIT COUNTY)

BEFORE ME, a Notary Public in and for said County and State, personally appeared Mark Saffell, Secretary of The Village of Crystal Lakes Condominium Association, who having been first duly

sworn, acknowledged that he/she did sign the foregoing instrument and that the same was his/her free act and deed.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed my official seal at Akron, Ohio this 13 day of August, 1991.

Wendy A. Webb (Nee Grand)
NOTARY PUBLIC

WENDY A. GRAND, Notary Public
State of Ohio
My Commission Expires Oct. 7, 1994

OR 751 - 157

8. Eighth Amendment to Declaration of Condominium Ownership for The Village of Crystal Lakes Condominium recorded on April 12, 1991, as Instrument #636400, in Official Record 659, Pages 801-813, inclusive, of the County of Summit Records, and the Drawings recorded in Plat Cabinet G, Slides 188-193B, inclusive, of the County of Summit Records.

OR 751 - 159
JUN 7 1991

A F F I D A V I T

STATE OF OHIO)
) SS:
SUMMIT COUNTY)

Thomas Blazey, President, and Mark Saffell, Secretary, respectively, of The Village of Crystal Lakes Condominium Association, being first duly sworn according to law, depose and say that the attached Ninth Amendment to the Declaration of Condominium Ownership for The Village of Crystal Lakes Condominium has received the written approval of the Unit Owners of The Village of Crystal Lakes Condominium entitled to exercise at least seventy-five percent (75%) of the voting power of The Village of Crystal Lakes Condominium Association.

[Signature]
Witness

Rouaine Elliott
Witness

Mark R. Aratko
Witness

[Signature]
Witness

Thomas J. Blazey
Thomas Blazey, President

[Signature] sec
Mark Saffell, Secretary

SWORN TO before me and subscribed in my presence this 13
day of August, 1991.

Wendy A. Webb (nee Grand)
NOTARY PUBLIC

WENDY A. GRAND, Notary Public
State of Ohio
My Commission Expires Oct. 7, 1994

OR 751 - 160

6/206
D/113

NINTH AMENDMENT
TO
DECLARATION OF CONDOMINIUM OWNERSHIP
FOR
THE VILLAGE OF CRYSTAL LAKES CONDOMINIUM

This will certify that copies of this Ninth Amendment to Declaration of Condominium Ownership for The Village of Crystal Lakes Condominium with the following exhibits attached hereto have been filed in the Office of the County Auditor, County of Summit, Ohio:

1. Exhibit A - Prior Amendment recording information;
2. Affidavit of Thomas Blazey and Mark Saffel, President and Secretary, respectively, of The Village of Crystal Lakes Condominium Association regarding the approval of 75% of the Unit Owners of The Village of Crystal Lakes Condominium;
3. Affidavit of Thomas Blazey, President of The Village of Crystal Lakes Condominium Association regarding the mailing by certified mail to all Mortgage Holders having bona fide liens of record against any Ownership Interest in the Condominium; and
4. Secretary's Certificate Regarding Consenting and Non-Consenting Mortgagees.

Description Approved By
TAX MAP DEPARTMENT
TMN
8-20-91

Approved as to Form:

Auditor of County of Summit

William E. Schultz
Assistant Prosecuting Attorney

James B. McCarthy
Deputy Auditor

Dated: 8/20/91

Dated: August 20, 1991

This Instrument Prepared By:

Jay P. Porter
BROUSE & McDOWELL
500 First National Tower
Akron, Ohio 44308-1471
(216) 535-5711

TRANSFER-NOT NECESSARY
AUG 20 1991
James B. McCarthy County Auditor

Thence N 40° 52' 47" W a distance of 69.60 feet to a point;
Thence N 34° 30' 28" W a distance of 110.16 feet to a point;
Thence along an arc of a circle curving to the left having a central angle of 104° 44' 23", a radius of 50.00 feet, a tangent of 64.86 feet, a chord of 79.20 feet, a chord bearing N 25° 10' 49" W, and an arc length of 91.40 feet to a point;
Thence N 77° 33' 00" W a distance of 36.33 feet to a point;
Thence along an arc of a circle curving to the left having a central angle of 39° 08' 14", a radius of 120.00 feet, a tangent of 42.66 feet, a chord of 80.38 feet, a chord bearing N 43° 01' 03" W, and an arc length of 81.97 feet to a point which is the True Place of Beginning and containing 0.3336 Acres of land, more or less.

SUB-PARCEL 2D:

Beginning at a point which is the northwest corner of said Lot 97;
Thence S 00° 24' 50" W along the westerly line of said Lot 97 and the centerline of said Crystal Lake Road, a distance of 1685.00 feet to a point;
Thence S 89° 35' 10" E a distance of 535.00 feet to a point which is the True Place of Beginning for the parcel of land herein described;
Thence N 00° 24' 50" E a distance of 90.00 feet to a point;
Thence N 45° 24' 50" E a distance of 35.52 feet to a point;
Thence along the arc of a circle curving to the left having a central angle of 63° 38' 38", a radius of 50.00 feet, a tangent of 31.03 feet, a chord of 52.73 feet, a chord bearing N 88° 15' 52" E, and an arc length of 55.54 feet to a point;
Thence S 52° 05' 10" E a distance of 31.56 feet to a point;
Thence N 37° 54' 50" E a distance of 40.00 feet to a point;
Thence N 52° 05' 10" W a distance of 35.17 feet to a point;
Thence along the arc of a circle curving to the left having a central angle of 79° 10' 09", a radius of 50.00 feet, a tangent of 41.34 feet, a chord of 63.72 feet, a chord bearing N 30° 30' 05" W, and an arc length of 69.09 feet to a point of tangency;
Thence N 70° 05' 10" W a distance of 36.87 feet to a point;
Thence along an arc of a circle curving to the left having a central angle of 31° 35' 25", a radius of 170.00 feet, a tangent of 48.09 feet, a chord of 92.55 feet, a chord bearing N 25° 17' 28" W, and an arc length of 93.73 feet to a point of tangency;
Thence N 41° 05' 10" W a distance of 91.78 feet to a point of curvature;
Thence along an arc of a circle curving to the right having a central angle of 17° 00' 00", a radius of 230.00 feet, a tangent of 34.37 feet, a chord of 67.99 feet, a chord bearing N 32° 35' 10" W, and an arc length of 68.24 feet to a point of tangency;
Thence N 24° 05' 10" W a distance of 65.86 feet to a point;
Thence N 55° 54' 50" E a distance of 61.02 feet to a point of curvature;

Thence along an arc of a circle curving to the left having a central angle of $08^{\circ} 08' 58''$, a radius of 420.00 feet, a tangent of 29.92 feet, a chord of 59.69 feet, a chord bearing $N 51^{\circ} 50' 21'' E$, and an arc length of 59.74 feet to a point;

Thence $S 19^{\circ} 21' 25'' E$ a distance of 49.44 feet to a point;
 Thence $S 31^{\circ} 01' 39'' E$ a distance of 115.17 feet to a point;
 Thence $S 23^{\circ} 35' 32'' E$ a distance of 113.29 feet to a point;
 Thence $S 43^{\circ} 36' 05'' E$ a distance of 72.26 feet to a point;
 Thence $S 58^{\circ} 39' 32'' E$ a distance of 137.65 feet to a point;
 Thence $N 18^{\circ} 29' 58'' E$ a distance of 197.71 feet to a point;
 Thence $N 85^{\circ} 22' 00'' W$ a distance of 143.50 feet to a point;
 Thence $N 40^{\circ} 45' 12'' W$ a distance of 92.55 feet to a point;
 Thence $N 21^{\circ} 59' 24'' W$ a distance of 115.84 feet to a point;
 Thence $N 78^{\circ} 08' 03'' W$ a distance of 84.74 feet to a point;

Thence along an arc of a circle curving to the left having a central angle of $18^{\circ} 20' 59''$, a radius of 420.00 feet, a tangent of 67.84 feet, a chord of 133.94 feet, a chord bearing $N 34^{\circ} 29' 46'' E$, and an arc length of 134.51 feet to a point;

Thence $S 62^{\circ} 35' 10'' E$ a distance of 70.56 feet to a point of curvature;

Thence along an arc of a circle curving to the right having a central angle of $62^{\circ} 44' 20''$, a radius of 80.00 feet, a tangent of 48.77 feet, a chord of 83.29 feet, a chord bearing $S 31^{\circ} 13' 00'' E$, and an arc length of 87.60 feet to a point of reverse curvature;

Thence along an arc of a circle curving to the left having a central angle of $58^{\circ} 42' 10''$, a radius of 60.00 feet, a tangent of 33.74 feet, a chord of 58.82 feet, a chord bearing $S 29^{\circ} 11' 55'' E$, and an arc length of 61.47 feet to a point of compound curvature;

Thence along an arc of a circle curving to the left having a central angle of $70^{\circ} 12' 32''$, a radius of 50.00 feet, a tangent of 35.15 feet, a chord of 57.51 feet, a chord bearing $N 86^{\circ} 20' 44'' E$, and an arc length of 61.27 feet to a point;

Thence $S 34^{\circ} 30' 28'' E$ a distance of 105.44 feet to a point;

Thence $S 40^{\circ} 52' 47'' E$ a distance of 76.21 feet to a point;

Thence $S 71^{\circ} 35' 10'' E$ a distance of 10.06 feet to a point;

Thence $N 18^{\circ} 24' 50'' E$ a distance of 5.05 feet to a point;

Thence $S 45^{\circ} 40' 12'' E$ a distance of 37.46 feet to a point;

Thence along the westerly line of Embassy Parkway, (70' wide), as recorded in Cabinet C, Slides 201 and 202, which is the arc of a circle curving to the left having a central angle of $25^{\circ} 54' 58''$, a radius of 335.00 feet, a tangent of 77.08 feet, a chord of 150.24 feet, a chord bearing $S 31^{\circ} 22' 19'' W$, and an arc length of 151.53 feet to a point of tangency;

Thence $S 18^{\circ} 24' 50'' W$ along the westerly line of said Embassy Parkway a distance of 256.61 feet to a point;

Thence $N 89^{\circ} 35' 10'' W$ a distance of 245.00 feet to a point which is the True Place of Beginning and containing 3.3452 Acres of land, more or less.

SUB-PARCEL 2E:

Beginning at a point which is the northwest corner of said Lot 97;
Thence S 00° 24' 50" W along the westerly line of said Lot 97 and the centerline of said Crystal Lake Road, a distance of 1110.00 feet to a point;
Thence S 89° 35' 10" E a distance of 185.00 feet to a point;
Thence S 00° 24' 50" W a distance of 187.10 feet to a point;
Thence S 89° 35' 10" E a distance of 3.90 feet to a point of curvature;
Thence along an arc of a circle curving to the left having a central angle of 28° 23' 53", a radius of 220.00 feet, a tangent of 55.66 feet, a chord of 107.93 feet, a chord bearing N 76° 12' 53" E, and an arc length of 109.04 feet to a point which is the True Place of Beginning for the parcel of land herein described;
Thence N 55° 54' 50" E a distance of 66.16 feet to a point;
Thence S 24° 05' 10" E a distance of 58.80 feet to a point of curvature;
Thence along an arc of a circle curving to the left having a central angle of 05° 54' 58", a radius of 270.00 feet, a tangent of 13.95 feet, a chord of 27.87 feet, a chord bearing of S 27° 02' 39" E, and an arc length of 27.88 feet to a point;
Thence S 53° 22' 59" W a distance of 128.77 feet to a point;
Thence N 31° 40' 25" W a distance of 7.78 feet to a point;
Thence N 02° 21' 10" W a distance of 99.62 feet to a point which is the True Place of Beginning and containing 0.2235 Acres of land, more or less.

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EXHIBIT B-1

PARCEL NO. 2

SUB-PARCEL 2A:

Beginning at a point which is the northwest corner of said Lot 97;
 Thence S 00° 24' 50" W along the westerly line of said Lot 97 and the centerline of said Crystal Lake Road, a distance of 1110.00 feet to a point;
 Thence S 89° 35' 10" E a distance of 30.00 feet to a point which is the True Place of Beginning for the parcel of land herein described;
 Thence S 89° 35' 10" E a distance of 115.00 feet to a point;
 Thence S 00° 24' 50" W a distance of 144.60 feet to a point;
 Thence N 89° 35' 10" W a distance of 75.00 feet to a point;
 Thence N 22° 12' 22" W a distance of 65.00 feet to a point;
 Thence N 89° 35' 10" W a distance of 15.00 feet to a point;
 Thence N 00° 24' 50" E along the easterly line of said Crystal Lake Road a distance of 84.60 feet to a point which is the True Place of Beginning and containing 0.3439 Acres of land, more or less.

SUB-PARCEL 2B:

Beginning at a point which is the northwest corner of said Lot 97;
 Thence S 00° 24' 50" W along the westerly line of said Lot 97 and the centerline of said Crystal Lake Road a distance of 1110.00 feet to a point;
 Thence S 89° 35' 10" W a distance of 185.00 feet to a point which is the True Place of Beginning for the parcel of land herein described;
 Thence S 89° 35' 10" E a distance of 235.00 feet to a point;
 Thence N 37° 45' 52" E a distance of 226.32 feet to a point;
 Thence S 62° 35' 10" E a distance of 18.74 feet to a point;
 Thence along the arc of circle curving to the right having a central angle of 36° 52' 24", a radius of 380.00 feet, a tangent of 126.68 feet, a chord of 240.35 feet, a chord bearing S 37° 28' 38" W, and an arc length of 244.55 feet to a point of tangency;
 Thence S 55° 54' 50" W a distance of 167.81 feet to a point of curvature;
 Thence along an arc of a circle curving to the right having a central angle of 34° 30' 00", a radius of 180.00 feet, a tangent of 55.89 feet, a chord of 106.75 feet, a chord bearing S 73° 09' 50" W, and an arc length of 108.38 feet to a point;
 Thence N 89° 35' 10" W a distance of 3.90 feet to a point;
 Thence N 00° 24' 50" E a distance of 147.10 feet to a point which is the True Place of Beginning and containing 0.7213 Acres of land, more or less.

SUB-PARCEL 2C

Beginning at a point which is the northwest corner of said Lot 97;
 Thence S 00° 24' 50" W along the westerly line of said Lot 97 and the centerline of said Crystal Lake Road a distance of 1110.00 feet to a point;
 Thence S 89° 35' 10" E a distance of 420.00 feet to a point;
 Thence N 37° 45' 52" E a distance of 226.32 feet to a point;
 Thence S 62° 35' 10" E a distance of 133.07 feet to a point which is the True Place of Beginning for the parcel of land herein described;
 Thence S 62° 35' 10" E a distance of 266.93 feet to a point;
 Thence S 18° 24' 50" W a distance of 100.00 feet to a point;
 Thence S 71° 35' 10" E a distance of 50.00 feet to a point;
 Thence S 18° 24' 50" W a distance of 52.28 feet to a point;
 Thence N 71° 35' 10" W a distance of 4.57 feet to a point;

Thence N 40° 52' 47" W a distance of 69.60 feet to a point;
Thence N 34° 30' 28" W a distance of 110.16 feet to a point;
Thence along an arc of a circle curving to the left having a central angle of 104° 44' 23", a radius of 50.00 feet, a tangent of 64.86 feet, a chord of 79.20 feet, a chord bearing N 25° 10' 49" W, and an arc length of 91.40 feet to a point;
Thence N 77° 33' 00" W a distance of 36.33 feet to a point;
Thence along an arc of a circle curving to the left having a central angle of 39° 08' 14", a radius of 120.00 feet, a tangent of 42.66 feet, a chord of 80.38 feet, a chord bearing N 43° 01' 03" W, and an arc length of 81.97 feet to a point which is the True Place of Beginning and containing 0.3336 Acres of land, more or less.

SUB-PARCEL 2D:

Beginning at a point which is the northwest corner of said Lot 97;
Thence S 00° 24' 50" W along the westerly line of said Lot 97 and the centerline of said Crystal Lake Road, a distance of 1685.00 feet to a point;
Thence S 89° 35' 10" E a distance of 535.00 feet to a point which is the True Place of Beginning for the parcel of land herein described;
Thence N 00° 24' 50" E a distance of 90.00 feet to a point;
Thence N 45° 24' 50" E a distance of 35.52 feet to a point;
Thence along the arc of a circle curving to the left having a central angle of 63° 38' 38", a radius of 50.00 feet, a tangent of 31.03 feet, a chord of 52.73 feet, a chord bearing N 88° 15' 52" E, and an arc length of 55.54 feet to a point;
Thence S 52° 05' 10" E a distance of 31.56 feet to a point;
Thence N 37° 54' 50" E a distance of 40.00 feet to a point;
Thence N 52° 05' 10" W a distance of 35.17 feet to a point;
Thence along the arc of a circle curving to the left having a central angle of 79° 10' 09", a radius of 50.00 feet, a tangent of 41.34 feet, a chord of 63.72 feet, a chord bearing N 30° 30' 05" W, and an arc length of 69.09 feet to a point of tangency;
Thence N 70° 05' 10" W a distance of 36.87 feet to a point;
Thence along an arc of a circle curving to the left having a central angle of 31° 35' 25", a radius of 170.00 feet, a tangent of 48.09 feet, a chord of 92.55 feet, a chord bearing N 25° 17' 28" W, and an arc length of 93.73 feet to a point of tangency;
Thence N 41° 05' 10" W a distance of 91.78 feet to a point of curvature;
Thence along an arc of a circle curving to the right having a central angle of 17° 00' 00", a radius of 230.00 feet, a tangent of 34.37 feet, a chord of 67.99 feet, a chord bearing N 32° 35' 10" W, and an arc length of 68.24 feet to a point of tangency;
Thence N 24° 05' 10" W a distance of 65.86 feet to a point;
Thence N 55° 54' 50" E a distance of 61.02 feet to a point of curvature;

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Thence along an arc of a circle curving to the left having a central angle of $08^{\circ} 08' 58''$, a radius of 420.00 feet, a tangent of 29.92 feet, a chord of 59.69 feet, a chord bearing $N 51^{\circ} 50' 21'' E$, and an arc length of 59.74 feet to a point;

Thence $S 19^{\circ} 21' 25'' E$ a distance of 49.44 feet to a point;
 Thence $S 31^{\circ} 01' 39'' E$ a distance of 115.17 feet to a point;
 Thence $S 23^{\circ} 35' 32'' E$ a distance of 113.29 feet to a point;
 Thence $S 43^{\circ} 36' 05'' E$ a distance of 72.26 feet to a point;
 Thence $S 58^{\circ} 39' 32'' E$ a distance of 137.65 feet to a point;
 Thence $N 18^{\circ} 29' 58'' E$ a distance of 197.71 feet to a point;
 Thence $N 85^{\circ} 22' 00'' W$ a distance of 143.50 feet to a point;
 Thence $N 40^{\circ} 45' 12'' W$ a distance of 92.55 feet to a point;
 Thence $N 21^{\circ} 59' 24'' W$ a distance of 115.84 feet to a point;
 Thence $N 78^{\circ} 08' 03'' W$ a distance of 84.74 feet to a point;

Thence along an arc of a circle curving to the left having a central angle of $18^{\circ} 20' 59''$, a radius of 420.00 feet, a tangent of 67.84 feet, a chord of 133.94 feet, a chord bearing $N 34^{\circ} 29' 46'' E$, and an arc length of 134.51 feet to a point;

Thence $S 62^{\circ} 35' 10'' E$ a distance of 70.56 feet to a point of curvature;

Thence along an arc of a circle curving to the right having a central angle of $62^{\circ} 44' 20''$, a radius of 80.00 feet, a tangent of 48.77 feet, a chord of 83.29 feet, a chord bearing $S 31^{\circ} 13' 00'' E$, and an arc length of 87.60 feet to a point of reverse curvature;

Thence along an arc of a circle curving to the left having a central angle of $58^{\circ} 42' 10''$, a radius of 60.00 feet, a tangent of 33.74 feet, a chord of 58.82 feet, a chord bearing $S 29^{\circ} 11' 55'' E$, and an arc length of 61.47 feet to a point of compound curvature;

Thence along an arc of a circle curving to the left having a central angle of $70^{\circ} 12' 32''$, a radius of 50.00 feet, a tangent of 35.15 feet, a chord of 57.51 feet, a chord bearing $N 86^{\circ} 20' 44'' E$, and an arc length of 61.27 feet to a point;

Thence $S 34^{\circ} 30' 28'' E$ a distance of 105.44 feet to a point;

Thence $S 40^{\circ} 52' 47'' E$ a distance of 76.21 feet to a point;

Thence $S 71^{\circ} 35' 10'' E$ a distance of 10.06 feet to a point;

Thence $N 18^{\circ} 24' 50'' E$ a distance of 5.05 feet to a point;

Thence $S 45^{\circ} 40' 12'' E$ a distance of 37.46 feet to a point;

Thence along the westerly line of Embassy Parkway, (70' wide), as recorded in Cabinet C, Slides 201 and 202, which is the arc of a circle curving to the left having a central angle of $25^{\circ} 54' 58''$, a radius of 335.00 feet, a tangent of 77.08 feet, a chord of 150.24 feet, a chord bearing $S 31^{\circ} 22' 19'' W$, and an arc length of 151.53 feet to a point of tangency;

Thence $S 18^{\circ} 24' 50'' W$ along the westerly line of said Embassy Parkway a distance of 256.61 feet to a point;

Thence $N 89^{\circ} 35' 10'' W$ a distance of 245.00 feet to a point which is the True Place of Beginning and containing 3.3452 Acres of land, more or less.

SUB-PARCEL 2E:

Beginning at a point which is the northwest corner of said Lot 97;
Thence S 00° 24' 50" W along the westerly line of said Lot 97 and the centerline of said Crystal Lake Road, a distance of 1110.00 feet to a point;
Thence S 89° 35' 10" E a distance of 185.00 feet to a point;
Thence S 00° 24' 50" W a distance of 187.10 feet to a point;
Thence S 89° 35' 10" E a distance of 3.90 feet to a point of curvature;
Thence along an arc of a circle curving to the left having a central angle of 28° 23' 53", a radius of 220.00 feet, a tangent of 55.66 feet, a chord of 107.93 feet, a chord bearing N 76° 12' 53" E, and an arc length of 109.04 feet to a point which is the True Place of Beginning for the parcel of land herein described;
Thence N 55° 54' 50" E a distance of 66.16 feet to a point;
Thence S 24° 05' 10" E a distance of 58.80 feet to a point of curvature;
Thence along an arc of a circle curving to the left having a central angle of 05° 54' 58", a radius of 270.00 feet, a tangent of 13.95 feet, a chord of 27.87 feet, a chord bearing of S 27° 02' 39" E, and an arc length of 27.88 feet to a point;
Thence S 53° 22' 59" W a distance of 128.77 feet to a point;
Thence N 31° 40' 25" W a distance of 7.78 feet to a point;
Thence N 02° 21' 10" W a distance of 99.62 feet to a point which is the True Place of Beginning and containing 0.2235 Acres of land, more or less.

EXHIBIT B-2

PARCEL NO. 3

Situated in the Township of Bath, County of Summit, State of Ohio and known as being part of Original Lots 84 and 97 of said Township and more fully described as follows:

Beginning at a point which is the Southwest corner of Original Lot 84 and the Northwest corner of Original Lot 97;

Thence N 00° 41' 32" E along the westerly line of said Original Lot 84 and the centerline of Crystal Lake Road (C.H. 200), 60' Wide, a distance of 500.00 feet to a point;

Thence S 89° 18' 28" E a distance of 300.00 feet to a point;

Thence S 13° 48' 28" E a distance of 570.00 feet to a point;

Thence S 71° 48' 28" E a distance of 700.00 feet to a point;

Thence S 15° 48' 28" E a distance of 133.42 feet to a point;

Thence S 18° 24' 50" W a distance of 852.69 feet to a point;

Thence S 71° 35' 10" E a distance of 50.00 feet to a point;

Thence S 18° 24' 50" W a distance of 67.18 feet to a point;

Thence S 45° 40' 12" E a distance of 37.46 feet to a point;

Thence along the arc of a circle curving to the left having a central angle of 25° 54' 58", a radius of 335.00 feet, a tangent of 77.08 feet, a chord of 150.24 feet, a chord bearing S 31° 22' 19" W and an arc length of 151.53 feet to a point;

Thence S 18° 24' 50" W a distance of 256.61 feet to a point;

Thence N 89° 35' 10" W a distance of 780.00 feet to a point on said westerly line of Original Lot 97 and the centerline of Crystal Lake Road.

Thence N 00° 24' 50" E along said westerly line of Original Lot 97 and the centerline of Crystal Lake Road a distance of 1685.00 feet to the True Place of Beginning and containing 40.1758 Acres of land, more or less, as determined in March, 1987 by Gary R. Rouse, Registered Surveyor with Giffels, Bergstrom & Fricker, Inc., but subject to all legal highways and any restrictions, reservations or easements of record.

EXCEPTING THEREFROM, THE FOLLOWING PARCEL:

Situated in the Township of Bath, County of Summit, State of Ohio and known as being part of Original Lot 97 of said Township and more fully described as follows:

Beginning at a point which is the northwest corner of said Lot 97;

Thence S 00° 24' 50" W along the westerly line of said Lot 97 and the centerline of Crystal Lake Road (C.H. 200) 60' wide, a distance of 1110.00 feet to a point which is the True Place of Beginning for the parcel of land herein described;

Thence S 89° 35' 10" E a distance of 420.00 feet to a point;

Thence N 37° 45' 52" E a distance of 226.32 feet to a point;

Thence S 62° 35' 10" E a distance of 400.00 feet to a point;

Thence S 18° 24' 50" W a distance of 100.00 feet to a point;

EXHIBIT B-2, PARCEL NO. 3 CONTINUED

Thence S 71° 35' 10" E a distance of 50.00 feet to a point;

Thence S 18° 24' 50" W a distance of 67.18 feet to a point;

Thence S 45° 40' 12" E a distance of 37.46 feet to a point;

Thence along the westerly line of Embassy Parkway (70' wide), as recorded in Cabinet C, Slides 201 & 202, which is the arc of a circle curving to the left having a central angle of 25° 54' 58", a radius of 335.00 feet, a tangent of 77.08 feet, a chord of 150.24 feet, a chord bearing S 31° 22' 19" W, and an arc length of 151.53 feet to a point;

Thence S 18° 24' 50" W along the westerly line of said Embassy Parkway a distance of 256.61 feet to a point;

Thence N 89° 35' 10" W a distance of 780.00 feet to a point;

Thence N 00° 24' 50" E along the westerly line of said Lot 97 and the centerline of said Crystal Lake Road a distance of 575.00 feet to a point which is the True Place of Beginning and containing 12.4590 Acres of land, more or less, as determined in June, 1987, by Gary R. Rouse, Registered Surveyor with Giffels, Bergstrom & Fricker, Inc., but subject to all legal highways and any restrictions, reservations or easements of record.

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