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Portage County Ohio
Lori Calcei County Recorder
File **202307851**

AMENDMENTS TO THE
DECLARATION OF CONDOMINIUM OWNERSHIP
FOR
THE LAKES AT FRANKLIN MILLS

PLEASE CROSS MARGINAL REFERENCE WITH THE DECLARATION OF
CONDOMINIUM OWNERSHIP FOR THE LAKES AT FRANKLIN MILLS RECORDED
AT INSTRUMENT NO. 200218268 OF THE PORTAGE COUNTY RECORDS.

**AMENDMENTS TO THE
DECLARATION OF CONDOMINIUM OWNERSHIP FOR
THE LAKES AT FRANKLIN MILLS**

RECITALS

A. The Declaration of Condominium Ownership for The Lakes at Franklin Mills (the "Declaration") and the Bylaws of The Lakes at Franklin Mills Condominium Owners Association, Inc., Exhibit C of the Declaration (the "Bylaws"), were recorded at Portage County Records Instrument No. 200218268.

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. Attached as Exhibit A is a certification of the Association's President and Secretary stating that the Amendments were approved by the Board in accordance with Ohio Revised Code Section 5311.05(E)(1)(c).

F. 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 Lakes at Franklin Mills is amended by the Board of Directors as follows:

(1) INSERT a NEW PARAGRAPH to the end of DECLARATION ARTICLE XV, SECTION D. Said new addition to the Declaration, as recorded at the Portage County Records, Instrument No. 200218268, and as amended at Instrument No. 200525086, is:

**The Board will impose the following enforcement procedure for
levying enforcement assessments:**

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:
 - a) A description of the property damage or violation;
 - b) The amount of the proposed charge or assessment;
 - c) A statement that the Unit Owner has a right to a hearing before the Board to contest the proposed charge or assessment;
 - d) A statement setting forth the procedures to request a hearing;
 - e) A reasonable date by which the Unit Owner must cure the violation to avoid the proposed charge or assessment.
2. Hearing Requirements:
 - a) 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.
 - b) 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.
 - c) 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 the 1st SENTENCE of the 1st PARAGRAPH of DECLARATION ARTICLE VIII, SECTION K. Said modification to the Declaration, as recorded at Portage County Records, Instrument No. 200218268, and as amended at Instrument No. 200525086, is: (new language is underlined)

In addition to any other right or remedy which may be available to the Association, the Association shall have a continuing lien upon any Unit and its percentage of interest in the Common Elements for the payment of the portion of the assessment chargeable against such Unit which remain unpaid for ten (10) days after the same have become due and payable from the time a certificate therefor, subscribed by the Association, is filed with the Recorder of Portage County, Ohio, pursuant to authorization given by the Board.

(3) MODIFY the 2nd SENTENCE of the 1st PARAGRAPH of DECLARATION ARTICLE VIII, SECTION K. Said modification to the Declaration, as recorded at Portage County Records, Instrument No. 200218268, and as amended at Instrument No. 200525086, is: (deleted language is crossed out; new language is underlined)

Such certificate shall contain a description of the Unit, the name or names of the record owner or owners thereof, and the amount of such unpaid portion of the common expenses and shall be signed by the president or other ~~chief officer~~ designated representative of the Association.

(4) INSERT a NEW PARAGRAPH to the end of BYLAWS ARTICLE V, SECTION 5.1. Said new addition to the Bylaws, Exhibit C of the Declaration, as recorded at Portage County Records, Instrument No. 200218268, is:

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

(5) INSERT 2 NEW SENTENCE to the end of BYLAWS ARTICLE III, SECTION 3.2. Said new addition to the Bylaws, Exhibit C of the Declaration, as recorded at Portage County Records, Instrument No. 200218268, is:

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.

(6) INSERT a NEW DECLARATION ARTICLE XIV, SECTION C entitled "Board Amendments." Said new addition to the Declaration, as recorded at Portage County Records, Instrument No. 200218268, is:

C. Board Amendments. 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; or
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.

(7) **MODIFY BYLAWS ARTICLE III, SECTION 3.11(f)(2).** Said modification to the Bylaws, Exhibit C of the Declaration, as recorded at Portage County Records, Instrument No. 200218268, and as amended at Instrument No. 200525086, is: (deleted language is crossed out; new language is underlined)

(2) 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;

(8) **INSERT a NEW DECLARATION ARTICLE XVIII, SECTION E.** Said new addition to the Declaration, as recorded at Portage County Records, Instrument No. 200218268, is:

E. 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:

1. 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.
2. 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.

(9) **MODIFY** the 1st **SENTENCE** of **BYLAWS ARTICLE VIII, SECTION C**. Said modification to the Bylaws, Exhibit C the Declaration, as recorded at Portage County Records, Instrument No. 200218268, is:

The Association shall build up and maintain separate reasonable reserves for contingencies and capital replacements 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.

(10) **INSERT** a **NEW PARAGRAPH** to the end of **DECLARATION ARTICLE IX, SECTION C**. Said new addition to the Declaration, as recorded at Portage County Records, Instrument No. 200218268, is:

The Board must 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:

1. A management company's principals and employees;
2. A bookkeeper;
3. 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:

- a) 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.
- b) 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.

- c) 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.
- d) 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.
- e) 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 the filing have standing to contest the validity of this amendment, whether on procedural, substantive, or any other grounds. Any challenge to the validity of this amendment must be brought in the court of common pleas within one year of the recording of this amendment.

The Lakes at Franklin Mills Condominium Owners Association, Inc. has caused the execution of this instrument this 09 day of May, 2023.

THE LAKES AT FRANKLIN MILLS CONDOMINIUM OWNERS ASSOCIATION, INC.

By: 
JOSEPH KULBAGO, President

By: 
JILL GALLAGHER, Secretary

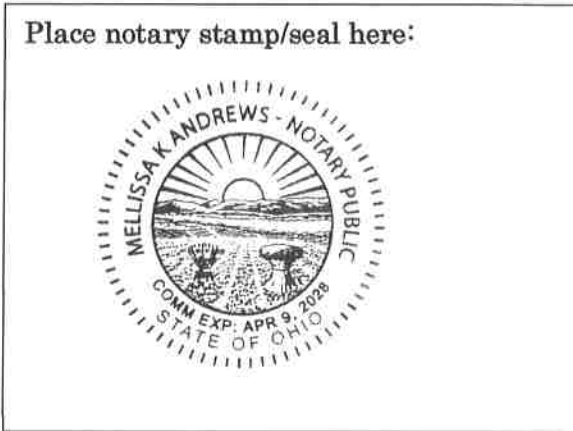
STATE OF OHIO)
)
COUNTY OF Portage)

SS

BEFORE ME, a Notary Public, in and for said County, personally appeared the above named The Lakes at Franklin Mills Condominium Owners Association, Inc., by its President and its Secretary, who acknowledged that they did sign the foregoing instrument, on page 9 of 11, and that the same is the free act and deed of said corporation and the free act and deed of them personally and as such officers.

I have set my hand and official seal this 9th day of May, 2023.

Melissa Andrews
NOTARY PUBLIC



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

EXHIBIT A

CERTIFICATION OF OFFICERS

STATE OF OHIO)
COUNTY OF Portage) SS

Joseph Kulbago and **Jill Gallagher**, being the duly elected and acting President and Secretary of The Lakes at Franklin Mills Condominium Owners Association, Inc., certify that the Amendments to the Declaration of Condominium Ownership for The Lakes at Franklin Mills were approved by the Board in accordance with Ohio Revised Code Section 5311.05(E)(1).



JOSEPH KULBAGO, President



JILL GALLAGHER, Secretary


BEFORE ME, a Notary Public in and for said County, personally appeared the above-named **Joseph Kulbago** and **Jill Gallagher** who acknowledged that they did sign the foregoing instrument and that the same is their free act and deed.

I have set my hand and official seal this 26 day of MAY, 2023.



NOTARY PUBLIC

Place notary stamp/seal here:

 **CAROL GIULITTO**
Notary Public
State of Ohio
My Comm. Expires
August 13, 2027

**NO TRANSFER
REQUIRED**
OCT 14 2022
JANET ESPOSITO, el
AUDITOR


Doc ID: 006931390007 Type: OFF
Recorded: 10/14/2022 at 02:51:34 PM
Fee Amt: \$82.00 Page 1 of 7
Portage County Ohio
Lori Calcei County Recorder
File **202217687**

CORRECTION TO THE
AMENDMENT TO THE DECLARATION OF CONDOMINIUM OWNERSHIP
FOR
THE LAKES AT FRANKLIN MILLS
RECORDED ON MARCH 1, 2016 AT INSTRUMENT NO. 201602900

PLEASE CROSS MARGINAL REFERENCE WITH THE AMENDMENT TO THE DECLARATION OF CONDOMINIUM OWNERSHIP FOR THE LAKES AT FRANKLIN MILLS RECORDED AT INSTRUMENT NO. 201602900 AND THE DECLARATION OF CONDOMINIUM OWNERSHIP FOR THE LAKES AT FRANKLIN MILLS RECORDED AT INSTRUMENT NO. 200218268 OF THE PORTAGE COUNTY RECORDS.

CORRECTION TO THE
AMENDMENT TO THE DECLARATION OF CONDOMINIUM OWNERSHIP
FOR THE LAKES AT FRANKLIN MILLS
RECORDED ON MARCH 1, 2016 AT INSTRUMENT NO. 201602900

RECITALS

- A. The Declaration of Condominium Ownership for The Lakes at Franklin Mills (the "Declaration") was recorded at Portage County Records Instrument No. 200218268.
- B. On March 1, 2016, an Amendment to the Declaration ("Amendment") was recorded with the Portage County Recorder, at Instrument No. 201602900, that submitted Block E-2R located on the Additional Property to the Declaration.
- C. With the recording of the Amendment, the Additional Property was declared in and became part of the Common Elements of the Association, and as such, is owned by the Unit Owners of Units, as tenants-in-common. The Common Elements of the Condominium Property will not be separately taxed as real property pursuant to the Declaration and Section 5311.11 of the Ohio Condominium Act.
- D. Section 5311.05(F)(1)(d) of the Ohio Revised Code authorizes the scrivener of the amendment, without a vote of the Unit Owners, to amend the Declaration "to correct clerical or typographical errors or obvious factual errors in the declaration or an exhibit to the declaration."
- E. Scrivener, Kaman & Cusimano, L.L.C., confirmed that the Schedule of Percentages as set forth in the Declaration, which provides each Unit's percentage of ownership interest in the Common Elements, was not included with the Amendment nor was the legal description in Exhibit 1, which was attached to and made a part of the Amendment, in compliance with the Portage County Tax Map Office requirements.
- F. In response to the specific request of the Portage County Auditor and the Portage County Tax Map Office, the Amendment is now updated to include the Schedule of Percentages and a corrected legal description in Exhibit 1 for Block E-2R; scrivener averring and representing the correction will not materially affect any rights or interests of any Unit Owner, nor any Unit Owner's ownership interest.

G. The proceedings necessary to amend the previously recorded March 1, 2016, Amendment as permitted by Chapter 5311 have in all respects been complied with.

AMENDMENT

The Amendment to the Declaration of Condominium Ownership for The Lakes at Franklin Mills recorded on March 1, 2016, at Instrument No. 201602900, is amended by scrivener to include the Schedule of Percentages, which provides each Unit's percentage of ownership interest in the Common Elements, and the corrected legal description in Exhibit 1 for Block E-2R to comply with the Portage County Tax Map Office requirements, both attached hereto.

Any conflict between the above recitals and provision and any other provisions of the Declaration will be interpreted in favor of the insertion of the Schedule of Percentages to the Amendment recorded on March 1, 2016, at Instrument No. 201602900. The invalidity of any part of the above provision does not impair or affect in any manner the validity or enforceability of the remainder of the provision. Upon the recording of this amendment, only Unit Owners of record at the time of the filing have standing to contest the validity of this amendment, whether on procedural, substantive, or any other grounds. Any challenge to the validity of this amendment must be brought in the court of common pleas within one year of the recording of this amendment.

The Lakes at Franklin Mills Condominium Owners Association, Inc. has caused the execution of this instrument this 11th day of October, 2022.

THE LAKES AT FRANKLIN MILLS CONDOMINIUM
OWNERS ASSOCIATION, INC.

By: Katelyn R. Kaman
KATELYN R. KAMAN,
Kaman & Cusimano L.L.C., Scrivener

STATE OF OHIO)
)
COUNTY OF FRANKLIN) SS

BEFORE ME, a Notary Public, in and for said County, personally appeared the above-named Katelyn R. Kaman, who acknowledges that she did sign the foregoing instrument, on Page 3 of 7, and that the same is the free act and deed.

I have set my hand and official seal this 11th day of October, 2022.



JOHN A. IZZO
Attorney at Law
Notary Public, State of Ohio
My Commission Has No Expiration
Section 147.03 R.C.



NOTARY PUBLIC

This instrument prepared by:
KAMAN & CUSIMANO, LLC
Attorneys at Law
8101 North High Street, Suite 370
Columbus, Ohio 43235
(614) 882-3100
condolaw.com

Exhibit E			
Schedule of Percentages			
Units in Development	Unit Number	Approx. Square Feet	Share of Interest in Common Areas
1	9	1941	0.9%
2	10	2810	1.4%
3	11	1941	0.9%
4	16	1906	0.9%
5	17	1906	0.9%
6	18	2658	1.3%
7	19	2486	1.2%
8	20	2772	1.4%
9	21	3042	1.5%
10	22	2719	1.3%
11	23	2719	1.3%
12	24	2719	1.3%
13	25	2719	1.3%
14	26	2671	1.3%
15	27	2660	1.3%
16	28	2919	1.4%
17	29	3133	1.5%
18	30	2671	1.3%
19	31	2660	1.3%
20	32	2480	1.2%
21	33	2765	1.3%
22	34	2767	1.4%
23	35	2658	1.3%
24	36	2486	1.2%
25	37	2658	1.3%
26	38	2754	1.3%
27	39	2719	1.3%
28	40	2719	1.3%
29	41	2691	1.3%
30	42	2670	1.3%
31	43	2754	1.3%

32	44	2658	1.3%
33	45	3007	1.5%
34	46	2915	1.4%
35	47	2817	1.4%
36	48	2658	1.3%
37	49	2486	1.2%
38	50	2919	1.4%
39	51	3133	1.5%
40	52	2754	1.3%
41	53	2754	1.3%
42	54	2767	1.4%
43	55	2765	1.3%
44	56	2767	1.4%
45	57	2919	1.4%
46	58	2916	1.4%
47	59	2934	1.4%
48	60	2919	1.4%
49	61	2934	1.4%
50	62	2919	1.4%
51	63	2934	1.4%
52	64	2919	1.4%
53	65	2934	1.4%
54	66	2919	1.4%
55	67	2934	1.4%
56	68	2919	1.4%
57	69	2934	1.4%
58	70	2754	1.3%
59	71	2919	1.4%
60	72	2934	1.4%
61	73	2919	1.4%
62	74	2934	1.4%
63	75	2919	1.4%
64	78	1439	0.7%
65	79	1311	0.6%
66	80	2908	1.4%
67	81	2558	1.2%
68	82	2516	1.2%
69	83	2534	1.2%
70	84	2576	1.3%
71	85	2576	1.3%
72	86	3155	1.5%
73	87	3326	1.6%
74	88	3595	1.8%
75	87	3356	1.6%
		204836	100.0%

EXHIBIT 1

LEGAL DESCRIPTION FOR BLOCK E-2R

Situated in the State of Ohio, County of Portage, and original Franklin Township Lot 29, now City of Kent, and known as being Block E-2R by The Lakes of Franklin Mills – Replat of Block E-2 as recorded in Plat #2008-20.

17-029-20-00-010.059 ✓

RECEIVED FOR RECORD
TAX MAP 4241

AGJ 10-14-2022

BONNIE M. HOWE
PORTAGE CO. RECORDER

201116706

11 SEP 19

RECEIVED FOR RECORD
AT 12:00:20
FEE 10800



AMENDMENTS TO THE
DECLARATION OF CONDOMINIUM OWNERSHIP
FOR
THE LAKES AT FRANKLIN MILLS ✓

PLEASE CROSS MARGINAL REFERENCE WITH THE DECLARATION OF
CONDOMINIUM OWNERSHIP FOR THE LAKES AT FRANKLIN MILLS
RECORDED AT INSTRUMENT NO. 200218268 OF THE PORTAGE COUNTY
RECORDS.

AMENDMENTS TO THE
DECLARATION OF CONDOMINIUM OWNERSHIP FOR
THE LAKES AT FRANKLIN MILLS

WHEREAS, the Declaration of Condominium Ownership for The Lakes at Franklin Mills (the "Declaration") was recorded at Portage County Records Instrument No. 200218268, and

WHEREAS, The Lakes at Franklin Mills Condominium Owners Association, Inc. (the "Association") is a corporation consisting of all Unit Owners in Lakes at Franklin Mills 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 90% and 100%, respectively, of the Association's current voting power, based on ownership interests, have executed instruments in writing setting forth specifically the matters to be modified (the "Amendments"), and

WHEREAS, the Association has in its records the signed, written consents to Amendment B signed by Unit Owners representing 94.20% of the Association's voting power as of July 29, 2011, and

WHEREAS, the Association has in its records the power of attorney signed by Unit Owners representing 94.20% of the Association's voting power authorizing the Association's officers to execute Amendment B on their behalf, and

WHEREAS, the Association has in its records the signed, written consents to Amendment C signed by Unit Owners representing 100% of the Association's voting power as of July 29, 2011, and

WHEREAS, the Association has in its records the power of attorney signed by Unit Owners representing 100% of the Association's voting power authorizing the Association's officers to execute Amendment C on their behalf, and

WHEREAS, attached hereto as Exhibit A is a certification of the Association's President stating that Unit Owners representing at least 90% and 100%,

respectively, of the Association's voting power affirmatively approved Amendments B and C, in writing, and that said the Secretary has filed said written consents with the Association's records, and

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

NOW THEREFORE, the Declaration of Condominium Ownership for The Lakes at Franklin Mills is hereby amended by the following:

AMENDMENT A

[Intentionally Left Blank - Amendment Proposal Did Not Pass]

AMENDMENT B

INSERT a new 3rd PARAGRAPH to DECLARATION ARTICLE VIII, SECTION A entitled, "General." Said new addition, to be added on Page 34 of the Declaration, as recorded at Portage County Records, Instrument No. 200218268, is as follows:

In connection with the administration, operation, maintenance, repair and replacement of the Condominium Property, the following Common Expenses shall be computed and assessed on an equal per Unit basis:

(a) Expenses that arise out of the maintenance, repair, and replacement of security, telecommunications, rubbish removal, roads, entrances, landscaping, and grounds care, including any driveway, parking area, walkway, gatehouse, animal trapping, pond treatment, shrub/tree preventative care, reasonable snow removal and utilities or other exterior improvement that is not part of a residential building and that the Association is responsible to maintain along with any reserve funds allocated to such non-building related maintenance, repair, or replacement; and,

(b) Expenses that arise out of the administration, including copying and bank service charges and postage, operation, including accounting, legal fees, and management fees, if any.

Expenses not included in the above subparagraphs (a) or (b), including, but not limited to, all insurance, maintenance, repair, and replacement expenses for all residential buildings, including reserve funds pertaining to same, shall be computed and assessed based on the percentage of interest in the Common Elements allocated to each Unit.

In the event of any uncertainty or dispute as to whether a given Common Expense should be computed on an equal per Unit basis or based on the percentage of Ownership interest, the Board's determination, exercised in good faith, as to the appropriate computation shall be final, provided that such determination shall thereafter be consistently followed.

It shall be the duty of every Unit Owner to pay his proportionate share of the Common Expenses for the administration, maintenance and repair of the Common Elements and for the other expenses provided for herein. The Common Expenses shall be allocated and computed pursuant to the provisions of Declaration Article VIII, Section A, as amended. Payment thereof shall be in such amounts and at such times as may be determined by the Board of Directors, as hereinafter provided. Developer will assume the obligations of a Unit Owner in its capacity as owner of a Unit not yet sold, including without limitation the obligation to pay Common Expenses attaching to such interests from the date the Declaration is filed for record.

AMENDMENT C

INSERT TWO NEW PARAGRAPHS to the end of DECLARATION ARTICLE XVI entitled, "Additions to Condominium Property." Said new addition, to be added on Page 57 of the Declaration, as recorded at Portage County Records, Instrument No. 200218268, is as follows:

The undersigned, being 100% of the Unit Owners of Lakes at Franklin Mills Condominium, for themselves, their successors, heirs

and assigns, do hereby accept, approve and ratify the Developer's prior expansion of the Condominium Property as set forth in the Tenth Amendment to the Declaration recorded on January 27, 2010 at Instrument No. 201001182 of the Portage County Records.

Further, the undersigned, for themselves, their successors, heirs and assigns, do hereby grant to Declarant an optional seven years from the date this amendment is recorded with the Portage County Recorder's Office to expand the Condominium Property for the purpose of constructing additional units, with like construction and design as currently found on the Condominium Property, on the 2.227 acre tract as described on the attached plat, by the filing of one or more additional expansion amendments and drawings that show the location and layout of each of the buildings and/or the Units together with the Limited Common Elements for each Unit. All other requirements for expansion as set forth in the Declaration shall remain in full force and effect.

Any conflict between the above provision and any other provisions of the Declaration and Bylaws shall be interpreted in favor of this Ratification and Consent for the continued expansion of the Condominium Property.

IN WITNESS WHEREOF, the said The Lakes at Franklin Mills Condominium Owners Association, Inc. has caused the execution of this instrument this 8th day of September, 2011.

THE LAKES AT FRANKLIN MILLS CONDOMINIUM OWNERS
ASSOCIATION, INC. ✓

By: Al Henderson
AL HENDERSON, its President

By: Lesley Wettstein
LESLEY WETTSTEIN, 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 Lakes at Franklin Mills Condominium Owners Association, Inc., by its President and its Secretary, who acknowledged that they did sign the foregoing instrument, on Page 5 of 7, and that the same is the free act and deed of said corporation and the free act and deed of each of them personally and as such officers.

IN WITNESS WHEREOF, I have hereunto set my hand and official seal in Stow, Ohio, this 8th day of September, 2011.

Ronald Lindon
NOTARY PUBLIC

Place notary stamp/seal here:

Ronald Lindon
Resident Summit County
Notary Public, State of Ohio
My Commission Expires: 03/24/2015




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

EXHIBIT A

CERTIFICATION OF PRESIDENT

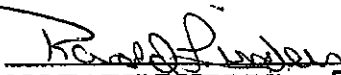
The undersigned, being the duly elected and qualified President of The Lakes at Franklin Mills Condominium Owners Association, Inc., hereby certifies that the Association received the signed, written consents of Unit Owners representing at least 90% and 100%, respectively, of the Association's voting power in favor of Amendments B and C to the Declaration in accordance with the provisions of Declaration Article XIV and the Secretary caused such signed, written consents to be filed with the corporate records for The Lakes at Franklin Mills Condominium Owners Association, Inc.


AL HENDERSON, President

STATE OF OHIO)
) SS
COUNTY OF Summit)


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

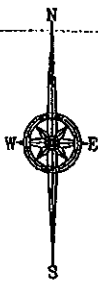
IN TESTIMONY WHEREOF, I have hereunto set my hand and official seal in Stow, Ohio, this 8th day of September, 2011.


NOTARY PUBLIC

Place notary stamp/seal here:

Ronald Lindeen
Resident Summit County
Notary Public, State of Ohio
My Commission Expires: 03/24/2015

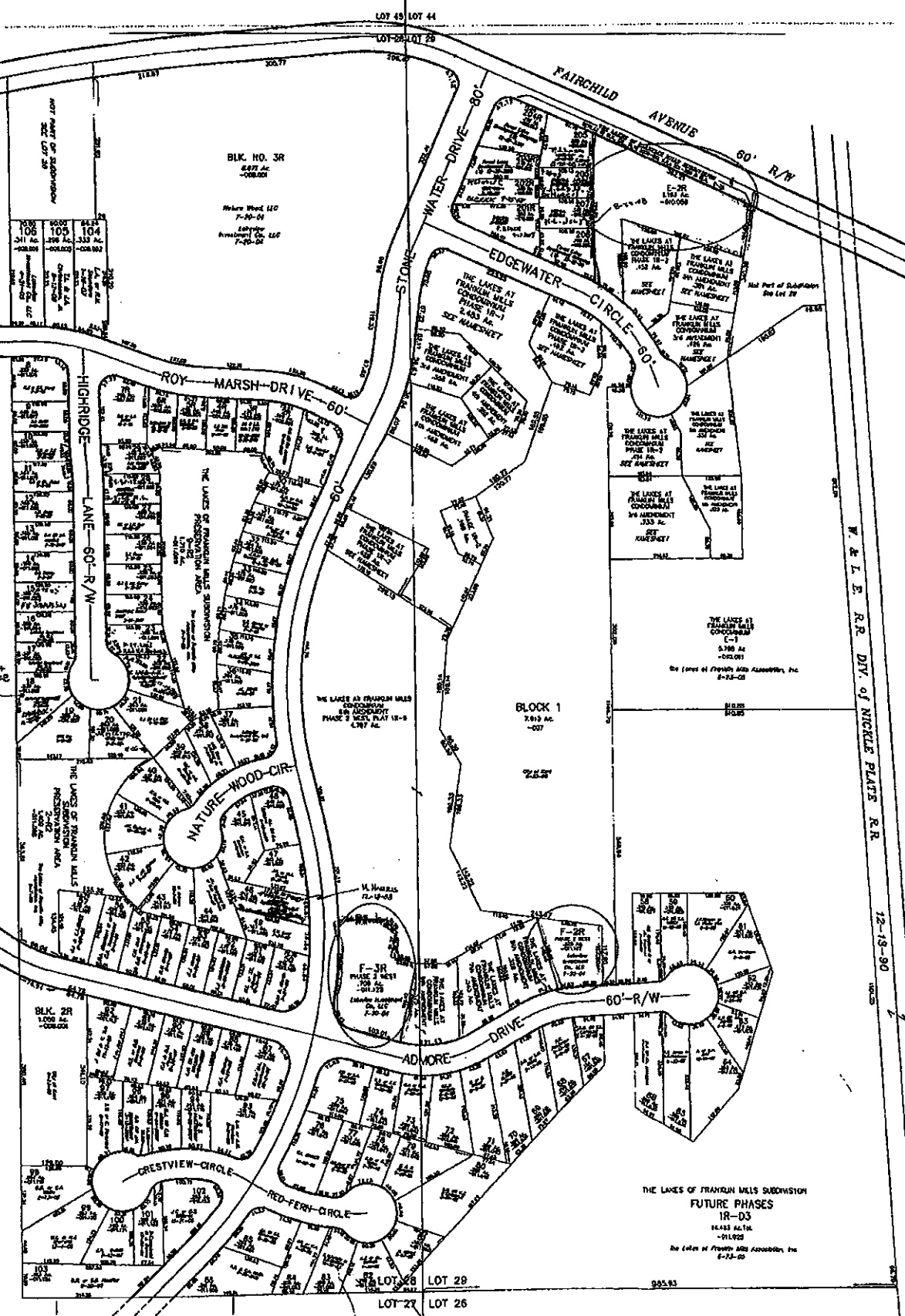




THE LAKES AT FRANKLIN MILLS CONDOMINIUM

THE LAKES AT FRANKLIN MILLS CONDOMINIUM

THE LAKES OF FRANKLIN MILLS SUBDIVISION



W. & L. E. R. R. DIV. OF NICKLE PLATE R.R.

THE LAKES OF FRANKLIN MILLS SUBDIVISION
FUTURE PHASES
IR-D3
64,433 AC. TA.
-7-15-02
The Lakes of Franklin Mills Association, Inc.
8-13-02

THE LAKES OF FRANKLIN MILLS SUBDIVISION
PHASE 4, SEE MAP PAGE 27-B



17-029-20-00-000,000
FRANKLIN TWP.
CITY OF KENT

29-B

mh
BONNIE M. HOWE
PORTAGE CO. RECORDER

200621944 2248

RECEIVED FOR RECORD

AT 11.41.14

FEE 92.00

AMENDMENTS TO THE
DECLARATION OF CONDOMINIUM OWNERSHIP

INDEXED

FOR

THE LAKES AT FRANKLIN MILLS

PLEASE CROSS MARGINAL REFERENCE WITH THE DECLARATION OF
CONDOMINIUM OWNERSHIP FOR THE LAKES AT FRANKLIN MILLS
RECORDED AT INSTRUMENT NO. 200218268 OF THE PORTAGE COUNTY
RECORDS.

AMENDMENTS TO THE
DECLARATION OF CONDOMINIUM OWNERSHIP FOR
THE LAKES AT FRANKLIN MILLS

WHEREAS, the Declaration of Condominium Ownership for The Lakes at Franklin Mills (the "Declaration") and the By-laws of The Lakes at Franklin Mills Condominium Association, Inc. (the "Bylaws"), Exhibit C to the Declaration, were recorded at Portage County Records Instrument No. 200218268, and

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

WHEREAS, Article XIV, Section A of said Declaration authorizes amendments to the Declaration and Bylaws Article V, Section 5.6 authorizes amendments to the Bylaws, and

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

WHEREAS, the Association has in its records the signed, written consents to Amendment A signed by Unit Owners representing 87% of the Association's voting power as of July 3, 2006, and

WHEREAS, the Association has in its records the power of attorney signed by Unit Owners representing 87% of the Association's voting power authorizing the Association's officers to execute Amendment A on their behalf, and

WHEREAS, the Association has in its records the signed, written consents to Amendment B signed by Unit Owners representing 77% of the Association's voting power as of July 3, 2006, and

WHEREAS, the Association has in its records the power of attorney signed by Unit Owners representing 77% of the Association's voting power authorizing the Association's officers to execute Amendment B on their behalf, and

WHEREAS, the Association has in its records the signed, written consents to Amendment C signed by Unit Owners representing 80% of the Association's voting power as of July 3, 2006, and

WHEREAS, the Association has in its records the power of attorney signed by Unit Owners representing 80% of the Association's voting power authorizing the Association's officers to execute Amendment C on their behalf, and

WHEREAS, the Association has in its records the signed, written consents to Amendment D signed by Unit Owners representing 100% of the Association's voting power as of June 27, 2006, and

WHEREAS, the Association has in its records the power of attorney signed by Unit Owners representing 100% of the Association's voting power authorizing the Association's officers to execute Amendment D on their behalf, and

WHEREAS, attached hereto as Exhibit A is an Affidavit of the Association's President and Secretary that Unit Owners representing at least 75% of the Association's voting power affirmatively approved the Amendments, in writing, 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 Lakes at Franklin Mills have in all respects been complied with.

NOW THEREFORE, the Declaration of Condominium Ownership for The Lakes at Franklin Mills Condominium is hereby amended by the following:

AMENDMENT A

INSERT a new BYLAWS ARTICLE III, SECTION 3.13 entitled, "Indemnification of Board Members and Officers." Said new addition, to be added on Page 11 of the Bylaws, Exhibit C of the Declaration, as recorded at Portage County Records, Instrument No. 200218268, is as follows:

Section 3.13. Indemnification of Board Members and Officers.

The Association shall indemnify any member of the Board of Directors (f.k.a "Board of Managers") or officer of the Association or any former Board member or officer of the Association and/or its or their respective heirs, executors and administrators, against reasonable expenses, including attorneys' fees, judgments, decrees, fines, penalties or amounts paid in settlement, actually and necessarily incurred by him/her in connection with the defense of any pending or threatened action, suit, or proceeding, criminal or civil, to which he/she is or may be made a party by reason of being or having been such Board member or officer of the Association, provided it is determined in the manner hereinafter set forth that (1) such Board member or officer of the Association was not and is not adjudicated to have been grossly negligent or guilty of misconduct in the performance of his/her duty to the Association; and (2) such Board member or officer acted in good faith in what he/she reasonably believed to be in, or not opposed to, the best interest of the Association; and (3) in any criminal action, suit or proceeding, such Board member or officer had no reasonable cause to believe that his/her

conduct was unlawful; and (4) in case of settlement, the amount paid in the settlement was reasonable.

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

a. Advance of Expenses. Funds to cover expenses, including attorneys' fees, with respect to any pending or threatened action, suit, or proceeding may be advanced by the Association prior to the final disposition thereof upon receipt of a request to repay such amounts.

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

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

d. Cost of Indemnification. Any sum paid or advanced by the Association under this Article shall constitute a Common Expense. The Board shall have the power and the responsibility to raise, by

special assessment or otherwise, any sums required to discharge the Association's obligations under this Article; provided, however, that the liability of any Unit Owner arising out of the contract made by any Board member or officer of the Association, or out of the aforesaid indemnity in favor of such Board member or officer of the Association, shall be limited to such proportion of the total liability hereunder as said Unit Owner's pro rata share bears to the total percentage interest of all the Unit Owners as Members of the Association.

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

AMENDMENT B

MODIFY DECLARATION ARTICLE VI, SECTION B, PARAGRAPH 2 entitled, "Management, Maintenance, Repairs, Alterations, and Improvements." Said modification, to be made on Page 22 of the Declaration, as recorded at Portage County Records, Instrument No. 200218268, is as follows (deleted language is crossed-out; new language is underlined):

2. Management, Maintenance, Repairs, Alterations, and Improvements - Except as otherwise provided herein, management, maintenance, repair, replacement, alteration and improvement of the Common ~~Areas~~ Elements, ~~including~~ ~~excluding~~ the LCAE, and shall be the responsibility of the Association.

Any conflict between this provision and any other provisions of the Declaration and Bylaws shall be interpreted in favor of this amendment clarifying that the individual Unit Owners are responsible for the maintenance, repair and replacement of the Limited Common Elements. Upon the recording of this amendment, only Unit Owners of record at the time of such filing shall have standing to contest the validity of the amendment, whether on procedural, substantive or any other grounds, provided further that any such challenge shall be brought in the court of common pleas within one year of the recording of the amendment.

AMENDMENT C

INSERT a new DECLARATION ARTICLE III, SECTION B, PARAGRAPH 14 entitled, "Occupancy Restriction." Said new addition, to be added on Page 13 of the Declaration, as recorded at Portage County Records, Instrument No. 200218268, is as follows:

- 14 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.

AMENDMENT D

INSERT a new PARAGRAPH 2 to the end of DECLARATION ARTICLE IV, SECTION A, entitled, "Buildings and Improvements." Said new addition, to be added on Page 14 of the Declaration, as recorded at Portage County Records, Instrument No. 200218268, is as follows:

2. With the recording of this Amendment, the Owner(s) of 955 Edgewater Circle (the "Unit") are permitted to construct and install, and thereafter keep and maintain, a three-season patio room enclosure to the rear of the Unit for their exclusive use, provided that the Owner(s): (a) comply with all building requirements by the City of Kent, including all applicable laws, zoning ordinances and other government regulations, and any and all specifications and rules established by the Board, at its sole and complete discretion, for the patio enclosure, and (b) build the patio room enclosure in strict accordance with the drawings attached and recorded hereto. Owner(s) of 955 Edgewater Circle shall, at their own expense, maintain, repair and replace the interior of the patio room enclosure in

accordance with Declaration Article VI, Section A, Paragraph 2 and the Rules of the Board (the Board's determination, exercised in good faith, as to whether any particular repair or replacement is to be made to the enclosure or the Common Elements shall be final, provided that such determination shall thereafter be consistently followed). Owner(s) shall also insure said patio room enclosure and timely furnish the Board with evidence of such insurance upon request from the Board. Owner(s) shall further be responsible for any damage caused to the adjacent condominium building because of the patio room enclosure's installation, construction, use, maintenance or repair, including, without limitation, any and all roofing, siding or other building damages or problems, including water leak problems, that may arise, relate to or be caused by the installation, construction, use or repair of the enclosure. The Association shall be responsible for maintenance, repair and replacement of the exterior of the patio room enclosure. If the patio room enclosure needs, in whole or in part, to be temporarily removed to enable the Association to complete maintenance, repair and/or replacement of any part of the Condominium Property for which it is responsible, Owner(s) shall temporarily remove the required portion of the enclosure as Association requires, at Owner(s)' expense.

Any conflict between the above provision and any other provisions of the Declaration and Bylaws shall be interpreted in favor of permitting the Owner(s) of 955 Edgewater Circle to install a three-season patio room enclosure, subject to the specific restrictions listed, and establishing that the Owner(s) are responsible for the insurance and maintenance, repair and replacement of the interior of the enclosure appurtenant to said Unit. The terms, conditions, restrictions and covenants set forth above shall run with the land and shall be binding upon the Owner(s), Owner(s)' heirs, successors and assigns, including, but not limited to, any future purchaser, owner, or occupant of the Unit for as long as the said patio room enclosure remains. 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 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 amendment.

IN WITNESS WHEREOF, the said The Lakes at Franklin Mills Condominium Owners Association, Inc. has caused the execution of this instrument this 2 day of August, 2006.

THE LAKES AT FRANKLIN MILLS CONDOMINIUM OWNERS ASSOCIATION, INC.

By: Patricia Holan 8/2/06
PATRICIA HOLAN, its President

By: Ray Cummings 8/2/06
RAY CUMMINGS, its Secretary

STATE OF OHIO)
)
COUNTY OF _____)

SS

BEFORE ME, a Notary Public, in and for said County, personally appeared the above named The Lakes at Franklin Mills Condominium Owners Association, Inc., by its President and its Secretary, who acknowledged that they did sign the foregoing instrument, on Page 8 of 10, 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 Cleveland, Ohio, this 2 day of August, 2006.

Judy Hersh
NOTARY PUBLIC

JUDY HERSH
NOTARY PUBLIC, STATE OF OHIO
RECORDED IN CUYAHOGA COUNTY
MY COMM. EXPIRES APRIL 15, 2008

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

EXHIBIT A

AFFIDAVIT

STATE OF OHIO)
)
COUNTY OF _____)

SS

PATRICIA HOLAN and RAY CUMMINGS, being first duly sworn, states as follows:

1. They are the duly elected and acting President and Secretary, respectively, of The Lakes at Franklin Mills Condominium Owners Association, Inc.
2. The Association received the signed, written consents of Unit Owners representing at least 75% of the Association's voting power in favor of the Amendments to the Declaration of Condominium Ownership for The Lakes at Franklin Mills in accordance with the provisions of Declaration Article XIV, Section A and caused such signed, written consents to be filed with the corporate records for The Lakes at Franklin Mills Condominium Owners Association, Inc.
3. Further affiants sayeth naught.

Patricia Holan
PATRICIA HOLAN, President

Ray Cummings
RAY CUMMINGS, Secretary

BEFORE ME, a Notary Public, in and for said County, personally appeared the above named PATRICIA HOLAN and RAY CUMMINGS 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 Cleveland, Ohio, this 2 day of August, 2006.

Judy Hersh
NOTARY PUBLIC

JUDY HERSH
NOTARY PUBLIC, STATE OF OHIO
RECORDED IN CUYAHOGA COUNTY
MY COMM. EXPIRES APRIL 15, 2008

Enw. Kaman
BONNIE M. HOWE
PORTAGE CO. RECORDER
Clausimano

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AMENDMENTS TO THE **INDEXED**
DECLARATION OF CONDOMINIUM OWNERSHIP
FOR ✓
THE LAKES AT FRANKLIN MILLS CONDOMINIUM

PLEASE CROSS MARGINAL REFERENCE WITH THE DECLARATION OF
CONDOMINIUM OWNERSHIP FOR THE LAKES AT FRANKLIN MILLS
CONDOMINIUM RECORDED AT INSTRUMENT NO. 200218268 OF THE PORTAGE
COUNTY RECORDS.

**AMENDMENTS TO THE
DECLARATION OF CONDOMINIUM OWNERSHIP FOR
THE LAKES AT FRANKLIN MILLS CONDOMINIUM**

WHEREAS, the Declaration of Condominium Ownership for The Lakes at Franklin Mills Condominium (the "Declaration") and the Bylaws of The Lakes at Franklin Mills Condominium Association, Inc. (the "Bylaws"), Exhibit C to the Declaration, were recorded at Portage County Records Instrument No. 200218268, and

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

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

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

NOW THEREFORE, the Declaration of Condominium Ownership for The Lakes at Franklin Mills 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 D, entitled "Enforcement Assessments," to the end of DECLARATION ARTICLE XV. Said new addition, to be added on Page 53 of the Declaration, as recorded at Portage County Records Instrument No. 200218268, is as follows:

D. Enforcement Assessments.

In accordance with Ohio Revised Code Section 5311.081(B)(12), the Board shall have the authority to impose interest and administrative late fees for the late payment of Assessments; impose returned check charges; and, in accordance with the procedure outlined in Ohio Revised Code

Section 5311.081(C)(1), impose reasonable enforcement Assessments for violations of the Declaration, the Bylaws, and the rules of the Association, and reasonable charges for damage to the Common Elements.

(5) INSERT a new 2nd PARAGRAPH to the end of DECLARATION ARTICLE VIII, SECTION K, entitled "Lien of Association." Said new addition, to be added on Page 40 of the Declaration, as recorded at Portage County Records Instrument No. 200218268, 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 3rd PARAGRAPH to the end of DECLARATION ARTICLE VIII, SECTION A, entitled "General." Said new addition, to be added on Page 34 of the Declaration, as recorded at Portage County Records Instrument No. 200218268, is as follows:

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

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

(7) INSERT a new 2nd PARAGRAPH to DECLARATION ARTICLE VIII, SECTION I, entitled "Effect of Non-Payment of Assessment." Said new addition, to be added on Page 39 of the Declaration, as recorded at Portage County Records Instrument No. 200218268, is as follows:

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

(8) INSERT a new 2nd PARAGRAPH to the end of DECLARATION ARTICLE VIII, SECTION N, entitled "Liability for Assessments Upon Voluntary Conveyance." Said new addition, to be added on Page 41 of the Declaration, as recorded at Portage County Records Instrument No. 200218268, 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, PARAGRAPH 13, entitled "Owner/Resident Information," to DECLARATION ARTICLE III. Said new addition, to be added on Page 13 of the Declaration, as recorded at Portage County Records Instrument No. 200218268, is as follows:

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

(10) INSERT a new 2nd SENTENCE to the end of BYLAWS ARTICLE III, SECTION 3.6, entitled "Regular Meetings." Said new addition, to be added on Page 8 of the Bylaws, Exhibit C of the Declaration, as recorded at Portage County Records Instrument No. 200218268, 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.

(11) INSERT a new SENTENCE to the end of 1st PARAGRAPH of DECLARATION ARTICLE VIII, SECTION B, entitled "Preparation of Estimated Budget." Said new addition, to be added on Page 35 of the Declaration, as recorded at Portage County Records Instrument No. 200218268, 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.

(12) INSERT a new PARAGRAPH f to BYLAWS ARTICLE III, SECTION 3.11, entitled "Powers of the Board," and INSERT new SUBPARAGRAPHS (1), (2), (3), (4), (5), (6) and (7), thereafter. Said new additions to be added on Page 10 of the Bylaws, Exhibit C of the Declaration, as recorded at Portage County Records Instrument No. 200218268, is as follows:

- f. 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) Hire and fire attorneys, accountants, and other independent contractors and employees that the Board determines are necessary or desirable in the management and/or operation of the Condominium Property and the Association;
 - (2) 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;
 - (3) Enter into contracts and incur liabilities relating to the operation of the Condominium Property;
 - (4) Adopt rules that regulate the use or occupancy of Units, the maintenance, repair, replacement, modification, and appearance of Units, Common Elements, and Limited Common Elements when the actions regulated by those rules affect Common Elements or other Units;
 - (5) Grant easements, leases, licenses, and concessions through or over the Common Elements;
 - (6) Impose and collect fees or other charges for the use, rental, or operation of the Common Elements or for services provided to Unit Owners;
 - (7) 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.

IN WITNESS WHEREOF, the said The Lakes at Franklin Mills Condominium Owners Association, Inc. has caused the execution of this instrument this 19th day of September, 2005.

THE LAKES AT FRANKLIN MILLS CONDOMINIUM OWNERS ASSOCIATION, INC.

By: Steve Mol
STEVE MOLNAR, its President

STATE OF OHIO)
) SS
COUNTY OF PORTAGE)

BEFORE ME, a Notary Public, in and for said County, personally appeared the above named The Lakes at Franklin Mills Condominium Owners Association, Inc., by Steve Molnar, its President, who acknowledged that he did sign the foregoing instrument, on Page 6 of 6, and that the same is the free act and deed of said corporation and the free act and deed of him personally and as such officer.

IN WITNESS WHEREOF, I have hereunto set my hand and official seal in Cleveland, Ohio, this 19 day of September, 2005.

Judy Hersh
NOTARY PUBLIC

JUDY HERSH
NOTARY PUBLIC, STATE OF OHIO
RECORDED IN CUYAHOGA COUNTY
MY COMM. EXPIRES APRIL 15 2008

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