

AMENDMENTS TO THE
DECLARATION OF CONDOMINIUM OWNERSHIP
FOR
BURRIDGE PLACE CONDOMINIUM

PLEASE CROSS MARGINAL REFERENCE WITH THE DECLARATION OF CONDOMINIUM OWNERSHIP FOR BURRIDGE PLACE CONDOMINIUM RECORDED AT OR 1654, PAGES 542 ET SEQ. OF THE SUMMIT COUNTY RECORDS.

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

DATED: 8/1/2024

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

SD 8/1/2024

DOC # 56893800



**AMENDMENTS TO THE
DECLARATION OF CONDOMINIUM OWNERSHIP FOR
BURRIDGE PLACE CONDOMINIUM**

RECITALS

- A. The Declaration of Condominium Ownership for Burridge Place Condominium (the "Declaration") and the Bylaws of Burridge Place Condominium Association, Exhibit A of the Declaration (the "Bylaws"), were recorded at Summit County Records OR 1654, Pages 542 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 Burridge Place Condominium is amended by the Board of Directors as follows:

- (1) **INSERT a NEW PARAGRAPH to the end of DECLARATION SECTION 20.** Said new addition to the Declaration, as amended at Instrument No. 55164331, is:

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

(A) **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 Unit Owner in writing, that includes:**

- (1) **A description of the property damage or violation;**
- (2) **The amount of the proposed charge or assessment;**



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

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

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

(B) Hearing Requirements:

(1) 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.

(2) 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.

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

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

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

(E) 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 SECTION 14. Said modification to the Declaration, as amended at Instrument No. 55164331, is: (new language is underlined)

All sums assessed by the Association for common charges applicable to any Condominium Unit remaining unpaid for more than ten (10) days after same have become due and payable shall constitute a continuing lien on such Condominium Unit prior to all other liens subsequently arising or created, except:



- (i) real estate tax and assessment liens of record, and
- (ii) first mortgage liens of record.

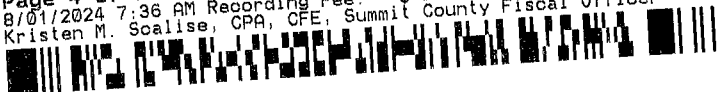
(3) INSERT a NEW PARAGRAPH to the end of BYLAWS ARTICLE VIII, SECTION 6. Said new addition to the Bylaws is:

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.

(4) MODIFY BYLAWS ARTICLE II, SECTION 1. Said modification to the Bylaws, as amended at Instrument No. 55164331, is: (deleted language is crossed out; new language is underlined)

The BOARD shall consist of three persons, all of whom must be Owners, or the spouse of a Unit Owner, and occupants of a Unit. ~~That notwithstanding, no one (1) Unit may be represented by more than one (1) person on the BOARD at any one (1) time.~~ 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.

(5) INSERT 2 NEW PARAGRAPHS to the end of DECLARATION SECTION 24. Said new additions to the Declaration, as amended at Instrument No. 54209263, are:

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

(A) To meet the requirements of institutional mortgagees, guarantors and insurers of first mortgage loans, the federal national mortgage association, the federal home loan mortgage corporation, the federal housing administration, the veterans administration, and similar institutions;

(B) To meet the requirements of insurance underwriters;

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

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

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

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

(G) To permit notices to 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.

(6) **MODIFY BYLAWS ARTICLE II, SECTION 5(b).** Said modification to the Bylaws, as amended at Instrument No. 55164331, is: (deleted language is crossed out; new language is underlined)

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

(7) **INSERT a NEW PARAGRAPH** to the end of BYLAWS ARTICLE X. Said new addition to the Bylaws is:

In addition, notices may be 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.

(8) **MODIFY the 1st SENTENCE of BYLAWS ARTICLE VIII, SECTION 3.** Said modification to the Bylaws is: (new language is underlined)

The ASSOCIATION shall build up and maintain a reasonable reserve for contingencies and 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.

(9) DELETE BYLAWS ARTICLE II, SECTION 12 entitled "Bond and Insurance Required" in its entirety.

INSERT a NEW BYLAWS ARTICLE II, SECTION 12 entitled "Fidelity Coverage." Said new addition to the Bylaws is:

Section 12. Fidelity Coverage. 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:

- (a) A management company's principals and employees;
- (b) A bookkeeper;
- (c) The president, secretary, treasurer, any other board member, or employee of the 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 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 Burridge Place Condominium Association has caused the execution of this instrument this 17 day of June, 2024.

BURRIDGE PLACE CONDOMINIUM ASSOCIATION

By:

ARAM S. OPENDEN
ARAM S. OPENDEN, President

ODL VSEL

By:

WILLIAM BOLDIN
WILLIAM BOLDIN, Secretary

ODL VSEL

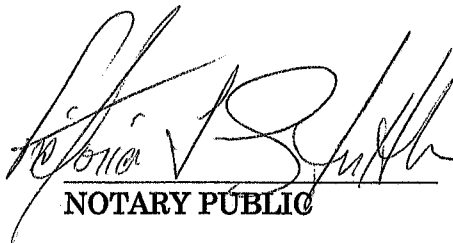


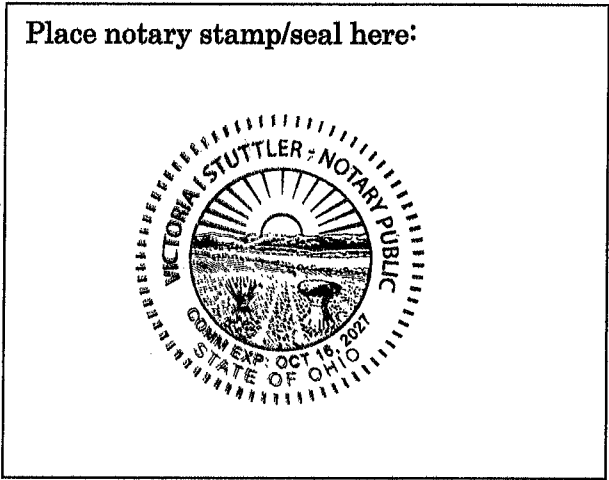
STATE OF Ohio)
COUNTY OF Summit)

SS

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

I have set my hand and official seal this 17 day of JUNE, 2024.


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

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AMENDMENT TO THE
DECLARATION OF CONDOMINIUM OWNERSHIP
FOR
BURRIDGE PLACE CONDOMINIUM

PLEASE CROSS MARGINAL REFERENCE WITH THE DECLARATION OF CONDOMINIUM OWNERSHIP FOR BURRIDGE PLACE CONDOMINIUM RECORDED AT OR 1654, PAGE 542 ET SEQ., OF THE SUMMIT COUNTY RECORDS.

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

JOHN A. DONOFRIO

DATED: 8-24-07

BY: *O. Taylor, Deputy Auditor*
 FISCAL OFFICER

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 Pg: 1 of 4
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AMENDMENT TO THE
DECLARATION OF CONDOMINIUM OWNERSHIP FOR
BURRIDGE PLACE CONDOMINIUM

WHEREAS, the Declaration of Condominium Ownership for Burridge Place Condominium (the "Declaration") and the Burridge Place Condominium Association By-Laws (the "Bylaws"), Exhibit "A" to the Declaration, were recorded at Summit County Records OR 1654, Page 542 et seq., and

WHEREAS, the Burridge Place Condominium (the "Association") is a corporation consisting of all Unit Owners in Burridge Place and as such is the representative of all Unit Owners, and

WHEREAS, Article 24 of said Declaration, as amended, 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 76.2% of the Association's voting power, together with the minutes from said meeting and any adjournment thereof, and

WHEREAS, the Association has in its records the power of attorney signed by Unit Owners representing 76.2% of the Association's voting power authorizing the Association's officers to execute the Amendment on their behalf, and

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

NOW THEREFORE, the Declaration of Condominium Ownership for Burridge Place Condominium is hereby amended by the following:

INSERT a new DECLARATION SECTION 12(M). Said new addition, to be added on Page 11 of the Declaration, as recorded at Summit County Records, OR 1654, Page 542 et seq., is as follows:

(M) 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 and/or enter onto or remain in or on

John A Donofrio, Summit Fiscal Officer
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Pg: 2 of 4
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the condominium property 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 Burr ridge Place Condominium has caused the execution of this instrument this 16 day of August, 2007.

BURRIDGE PLACE CONDOMINIUM

By: Sharon Straka - Pres
SHARON STRAKA, its President



John A Donofrio, Summit Fiscal Officer

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Pg: 3 of 4
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STATE OF OHIO)
)
COUNTY OF CUYAHOGA) SS

BEFORE ME, a Notary Public, in and for said County, personally appeared the above named Burrige Place Condominium, by its President, who acknowledged that she did sign the foregoing instrument, on Page 3 of 4, and that the same is the free act and deed of said corporation and the free act and deed of her personally and as such officers.

IN WITNESS WHEREOF, I have hereunto set my hand and official seal in Cleveland, Ohio, this 16th day of August, 2007.

John A. Dinefrio
NOTARY PUBLIC

MY COMMISSION EXPIRES
11-01-10

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

[Handwritten initials]

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John A Dinefrio, Summit Fiscal Officer



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John A Donofrio, Summit Fiscal Officer

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AMENDMENTS TO THE
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BURRIDGE PLACE CONDOMINIUM

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DATED: Mar. 18, 2005

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

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Pg: 2 of 8
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John A Donofrio, Summit Fiscal Officer

**AMENDMENTS TO THE
DECLARATION OF CONDOMINIUM OWNERSHIP FOR
BURRIDGE PLACE CONDOMINIUM**

WHEREAS, the Declaration of Condominium Ownership for Burridge Place Condominium (the "Declaration") and the Bylaws of Burridge Place Condominium Association (the "Bylaws"), Exhibit "A" to the Declaration, were recorded at Summit County Records OR 1654, Page 542 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 Burridge Place Condominium have in all respects been complied with.

NOW THEREFORE, the Declaration of Condominium Ownership for Burridge Place 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) **DELETE DECLARATION SECTION 23, entitled "Receipt of Service of Process,"** in its entirety. Said deletion is to be made on Page 17 of the Declaration, as recorded at Summit County Records, OR 1654, Page 542 et seq.

INSERT a new DECLARATION SECTION 23, entitled "Receipt of Service of Process." Said addition, to be made on Page 17 of the Declaration, as recorded at Summit County Records, OR 1654, Page 542 et seq., is as follows:



55164331

Pg: 3 of 8
03/21/2005 10:55A
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John A Donofrio, Summit Fiscal Officer

23. **Receipt of Service of Process.** The person to receive service of process for the Association shall be as designated by the Board. This designation will be accomplished by filing with the Ohio Secretary of State the required statutory agent designation form.

(5) INSERT a new 2nd PARAGRAPH to the end of DECLARATION SECTION 20, entitled "Arbitration of Disputes Between Unit Owners." Said new addition, to be added on Page 16 of the Declaration, as recorded at Summit County Records, OR 1654, Page 542 et seq., is as follows:

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.

(6) INSERT a new 2nd PARAGRAPH to DECLARATION SECTION 14, entitled "Assessment Liens; Costs of Enforcement." Said new addition, to be added on Page 11 of the Declaration, as recorded at Summit County Records, OR 1654, Page 542 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.

(7) INSERT a new PARAGRAPH to the end of DECLARATION SECTION 12, SECTION (K), entitled "Rental of Units." Said new addition, to be added on Page 11 of the Declaration, as recorded at Summit County Records, OR 1654, Page 542 et seq., and as amended at Summit County Records, Instrument No. 54255083 et seq., is as follows:

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



55164331

Pg: 4 of 8
03/21/2005 10:55A
CONDO 80.00

Owner and shall be the subject of a special Assessment against the offending Unit and made a lien against that Unit.

(8) INSERT a new 2nd PARAGRAPH to the end of BYLAWS ARTICLE VIII, SECTION 1, entitled "Obligation of Owners to Pay Assessments." Said new addition, to be added on Page 15 of the Bylaws, Exhibit "A" to the Declaration, as recorded at Summit County Records, OR 1654, Page 542 et seq., is as follows:

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

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

(9) INSERT a new 3rd PARAGRAPH to BYLAWS ARTICLE VIII, SECTION 10, entitled "Remedies for Failure to Pay Assessments." Said new addition, to be added on Page 18 of the Bylaws, Exhibit "A" of the Declaration, as recorded at Summit County Records, OR 1654, Page 542 et seq., 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.

(10) 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 11 of the Bylaws, Exhibit "A" of the Declaration, as recorded at Summit County Records, OR 1654, Page 542 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.



55164331
Pg: 5 of 8
03/21/2005 10:55A
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(11) INSERT a new DECLARATION SECTION 12, SECTION (L), entitled "Owner/Resident Information." Said new addition, to be added on Page 11 of the Declaration, as recorded at Summit County Records, OR 1654, Page 542 et seq., is as follows:

(L) 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.

(12) MODIFY the 1st SENTENCE of BYLAWS ARTICLE II, SECTION 1, entitled "Number and Qualifications," and INSERT a new SENTENCE thereafter. Said modification, to be made on Page 5 of the Bylaws, Exhibit "A" of the Declaration, as recorded at Summit County Records, OR 1654, Page 542 et seq., is as follows: (deleted language is crossed out; new language is underlined)

The BOARD shall consist of three persons, all of whom must be Owners, or the spouse of a Unit Owner, and occupants of a Unit. That notwithstanding, no one (1) Unit may be represented by more than one (1) person on the BOARD at any one (1) time.

(13) INSERT a new 3rd SENTENCE to the end of BYLAWS ARTICLE II, SECTION 7, entitled "Regular Meetings." Said new addition, to be added on Page 6 of the Bylaws, Exhibit "A" of the Declaration, as recorded at Summit County Records, OR 1654, Page 542 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.

(14) INSERT a new SENTENCE to the end of the 3rd PARAGRAPH of BYLAWS ARTICLE VIII, SECTION 2, entitled "Preparation of Estimated Budget." Said new addition, to be added on Page 15 of the Bylaws, Exhibit "A" of the Declaration, as recorded at Summit County Records, OR 1654, Page 542 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.

(15) INSERT a new 2nd PARAGRAPH to BYLAWS ARTICLE II, SECTION 5, entitled "Powers and Duties," and INSERT new SUBPARAGRAPHS (a), (b), (c), (d), (e), (f) and (g), thereafter. Said new additions to be added on Page 6 of the Bylaws, Exhibit "A" of the Declaration, as recorded at Summit County Records, OR 1654, Page 542 et seq., is as follows:

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

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

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

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

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

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

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

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



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Pg: 6 of 8
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CONDO 80.00

(16) INSERT a new PARAGRAPH (5) to BYLAWS ARTICLE VII, SECTION 4(c), entitled "Porches and Room Additions." Said new addition, to be added on Page 14 of the Bylaws, Exhibit "A" of the Declaration, as recorded at Summit County Records, OR 1654, Page 542 et seq., is as follows:

(5) In accordance with Ohio Revised Code Section 5311.04(G), the Board may authorize the use of Limited Common Elements, as distinguished from the Common Elements and Exclusive Use Areas, for the construction of open, unenclosed patios, hedges, decks, fences, or similar improvements provided that the improvements are maintained and insured by the Owner of the Unit to which the Limited Common Element is appurtenant. The construction of an addition to or an expansion of a Unit into Limited Common Elements or Common Elements may not be authorized without the consent of all Unit Owners.

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 Burr ridge Place, Condominium has caused the execution of this instrument this 9th day of March, 2005.

BURRIDGE PLACE CONDOMINIUM

By: Sharon Straka
SHARON STRAKA, its President

 55164331
Pg: 7 of 8
03/21/2005 10:55A
CONDO 80.00
John A Donofrio, Summit Fiscal Officer

STATE OF OHIO)
) SS
COUNTY OF SUMMIT)

BEFORE ME, a Notary Public, in and for said County, personally appeared the above named Burrige Place Condominium, by Sharon Straka, its President, who acknowledged that she did sign the foregoing instrument, on Page 7 of 7, and that the same is the free act and deed of said corporation and the free act and deed of her personally and as such officer.

IN WITNESS WHEREOF, I have hereunto set my hand and official seal in Twinsburg, Ohio, this 04th day of March, 2005.

Marie Turcotte
NOTARY PUBLIC

MARIE MARIE TURCOTTE
Notary Public, State of Ohio, Civ. Cnt.
My Commission Expires May 25, 2005

 **55164331**
Pg: 8 of 8
03/21/2005 10:55A
CONDO 80.00
John A Donofrio, Summit Fiscal Officer

env

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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AMENDMENT TO THE
DECLARATION OF CONDOMINIUM OWNERSHIP FOR
BURRIDGE PLACE CONDOMINIUM

 **54397978**
Page: 1 of 4
03/05/2000 01:36:1
CONDO 24.00
JAMES B MCCARTHY SUMMIT CO AUDITOR

THIS WILL CERTIFY THAT A COPY OF THIS AMENDMENT TO THE DECLARATION OF CONDOMINIUM OWNERSHIP FOR BURRIDGE PLACE CONDOMINIUM WAS FILED IN THE OFFICE OF THE COUNTY AUDITOR OF SUMMIT COUNTY, OHIO.

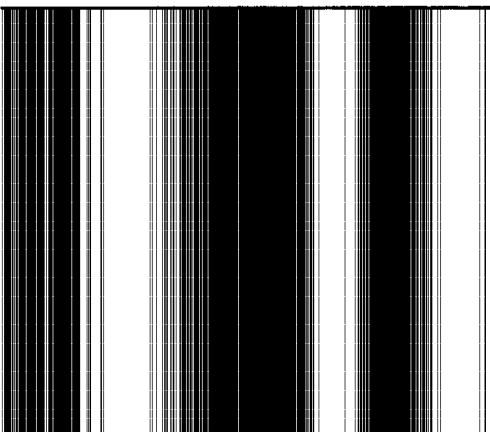
DATED: March 16, 2000

BY: James B. McCarthy
COUNTY AUDITOR

James B. McCarthy

APPROVED AS TO FORM
William E. Smith
Assistant Prosecuting Attorney
Summit County, Ohio

TRANSFER NOT NECESSARY
March 5, 2000
James B. McCarthy County Auditor





54397978
Page: 2 of 4
03/08/2000 01:35
CONDO 24.00

AMENDMENT TO THE
DECLARATION OF CONDOMINIUM OWNERSHIP FOR
BURRIDGE PLACE CONDOMINIUM

WHEREAS, the Declaration of Condominium Ownership for Burridge Place Condominium was recorded at Volume OR 1654, Pages 542 et seq., of Summit County Records, and

WHEREAS, the Burridge Place Condominium is a corporation consisting of all Unit Owners in Burridge Place Condominium and as such is the representative of all owners, and

WHEREAS, Item 24, as amended on October 29, 1998, at Summit County Records Instrument No. 54209263, of said Declaration authorizes amendments to the Declaration, and

WHEREAS, Unit Owners in excess of 75.0% of the voting power of the Association have executed an instrument in writing setting forth specifically the new matter to be added, and

WHEREAS, the Association has in its records the consents to the Amendment signed by 78.58% of the Unit Owners, and

WHEREAS, the Association has in its records the power of attorney signed by 78.58% of the Unit Owners authorizing the officers of the Burridge Place Condominium 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 Burridge Place Condominium have in all respects been complied with,

NOW THEREFORE, the Declaration of Condominium Ownership for Burridge Place Condominium is hereby amended by the following:

ADD a new SECTION (I) to DECLARATION ITEM 11. Said new addition to be added on Page 9 of the Declaration as recorded in Summit County Records OR 01654, Page 542 et seq. is as follows:



54397978
Page: 3 of 4
03/08/2000 01:38
CONDO 24.00

(I) The Board of Managers may, on behalf of and for the benefit of the Condominium Property and the Association, grant to others easements for utility and telecommunication purposes, including, but not limited to, the right to install, lay, maintain, repair and replace water mains and pipes, sewer lines, gas mains, electrical lines, conduit and equipment, and telephone, television and other telecommunication cable, lines, wires and equipment, over, under, through and along any portion of the Condominium Property; each Unit Owner hereby grants the Association an irrevocable power of attorney to execute, acknowledge and record for and in the name of such Unit Owner such easements or other instruments as may be necessary to carry out this provision.

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

IN WITNESS WHEREOF, the said Burridge Place Condominium has caused the execution of this instrument this 14th day of February, 2000.

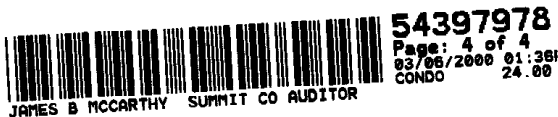
BURRIDGE PLACE CONDOMINIUM

Signed and acknowledged
in the presence of both:

Witness #1: Martin Golembiewski
Please print name below signature.

By: Susan Pavlic, President
SUSAN PAVLIC, its President

Witness #2: ELIZABETH MAIMONE
Please print name below signature.



STATE OF OHIO)
)
COUNTY OF SUMMIT) SS

BEFORE ME, a Notary Public in and for said County, personally appeared the above named Burridge Place Condominium, by its President, who acknowledged that she 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 her personally and as such officer.

IN WITNESS WHEREOF, I have hereunto set my hand and official seal at Turnersburg, Ohio, this 24th day of February, 2000.

David W Kaman
NOTARY PUBLIC

DAVID W. KAMAN, Attorney at Law
Notary Public For The State of Ohio
My Commission has no Expiration Date
Section 147.03 R.C.

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
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AMENDMENT TO THE
DECLARATION OF CONDOMINIUM OWNERSHIP FOR
BURRIDGE PLACE CONDOMINIUM



54255083
Page: 1 of 6
02/22/1999 08:17A
CONDO 32.00

THIS WILL CERTIFY THAT A COPY OF THIS AMENDMENT TO THE DECLARATION OF CONDOMINIUM OWNERSHIP FOR BURRIDGE PLACE CONDOMINIUM WAS FILED IN THE OFFICE OF THE COUNTY AUDITOR OF SUMMIT COUNTY, OHIO.

DATED: February 19, 1999

BY: James B. McCarthy
COUNTY AUDITOR

APPROVED AS TO FORM
William E. Schmitt
Assistant Prosecuting Attorney
Summit County, Ohio

TRANSFER NOT NECESSARY
Feb 19, 1999
James B. McCarthy County Auditor

l



54255083
Page: 2 of 6
02/22/1999 08:17A
CONDO 32.00

AMENDMENT TO THE
DECLARATION OF CONDOMINIUM OWNERSHIP FOR
BURRIDGE PLACE CONDOMINIUM

WHEREAS, the Declaration of Condominium Ownership for Burridge Place Condominium was recorded at Volume OR 1654, Page 542 et seq., of Summit County Records, and

WHEREAS, the Burridge Place Condominium is a corporation consisting of all Unit Owners in Burridge Place Condominium and as such is the representative of all owners, and

WHEREAS, Item 24, as amended on October 29, 1998, at Summit County Records Instrument No. 54209263, of said Declaration authorizes amendments to the Declaration, and

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

WHEREAS, the Association has in its records the consents to the Amendment signed by 79.26% of the Unit Owners, and

WHEREAS, the Association has in its records the power of attorney signed by 79.26% of the Unit Owners authorizing the officers of the Burridge Place Condominium 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 Burridge Place Condominium have in all respects been complied with,

NOW THEREFORE, the Declaration of Condominium Ownership for Burridge Place Condominium is hereby amended by the following:



54255083
Page: 3 of 6
02/22/1999 09:17A
CONDO 32.00

INSERT a new DECLARATION ITEM 12, SECTION (K) entitled "Rental of Units." Said new addition to be added on Page 11 of the Declaration as recorded in the Summit County Records, Volume OR 1654, Page 542 et seq. is as follows:

(K) Rental of Units. No Unit shall be leased by a Unit Owner to others for business, speculative, investment or any other purpose. The purpose of this restriction is to create a community of resident owners.

This restriction does not apply to: A) Units which are occupied by the parent(s) or child(ren) of the Unit Owner; or, B) any Unit Owner leasing his Unit at the time of recording of this amendment with the County Recorder, and who has registered his Unit as being leased with the Association within three (3) months of the recording of this amendment, said Unit Owner shall continue to enjoy the privilege of leasing that Unit until the title to said Unit is transferred to a subsequent owner.

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

In no event shall a Unit be leased by the Unit Owner thereof for transient purposes, which is defined to mean a lease for any period less than six (6) full, consecutive calendar months.

All exempted leases must be in writing. The lessee must abide by the terms of the Declaration, Bylaws, and Rules. The Board is appointed as Agent, with full power of attorney, to dispossess the lessee 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. Any land contract for the sale of a Unit must be recorded and a recorded copy of the same shall be delivered to the Association. Any land contract not recorded shall be considered an impermissible lease. The Unit Owner shall continue to be responsible for all

obligations of ownership of his Unit and shall be jointly and severally liable with the lessee to the Board for the conduct of the lessee and/or any damage to property. Copies of all exempted leases shall be delivered to the Board prior to the beginning of the lease term.

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



54255083
Page: 4 of 6
02/22/1999 08:17A
CONDO 32.00

JAMES B MCCARTHY SUMMIT CO AUDITOR

IN WITNESS WHEREOF, the said Burridge Place Condominium has caused the execution of this instrument this 8 day of February, 1999.

BURRIDGE PLACE CONDOMINIUM

Signed in the presence of both:

Robert B. Chevrier
Witness #1:
ROBERT B. CHEVRIER

By: Marianne L. Medise, President
MARIANNE L. MEDISE, its President

Maxine C. Chevrier
Witness #2:
MAXINE C. CHEVRIER

 54255083
Page: 5 of 6
02/22/1999 08:17A
CONDO 32.00
JAMES B MCCARTHY SUMMIT CO AUDITOR

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

STATE OF OHIO)
)
COUNTY OF Summit) SS

BEFORE ME, a Notary Public in and for said County, personally appeared the above named Burr ridge Place Condominium, by its President, MARIANNE L. MEDISE, who acknowledged that she did sign the foregoing instrument, as the duly elected President of Burr ridge Place Condominium, and that the same is the free act and deed of said corporation and the free act and deed of her personally and as said officer.

IN WITNESS WHEREOF, I have hereunto set my hand and official seal at Twinsburg, Ohio, Ohio, this 8th day of February, 1999.

SUSAN PAVLIC
Notary Public, State of Ohio
Recorded in Summit Cty.
My Comm. Expires 01-24-2000
Susan Pavlic
NOTARY PUBLIC


54255083
Page: 6 of 6
02/22/1999 08:17A
JAMES B MCCARTHY SUMMIT CO AUDITOR CONDO 32.00

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54209263
Page: 1 of 5
10/29/1998 08:33A
CONDO 28.00

JAMES B MCCARTHY SUMMIT CO AUDITOR

AMENDMENT TO THE
DECLARATION OF CONDOMINIUM OWNERSHIP FOR
BURRIDGE PLACE CONDOMINIUM

THIS WILL CERTIFY THAT A COPY OF THIS AMENDMENT TO THE DECLARATION OF CONDOMINIUM OWNERSHIP FOR BURRIDGE PLACE CONDOMINIUM WAS FILED IN THE OFFICE OF THE COUNTY AUDITOR OF SUMMIT COUNTY, OHIO.

DATED: Oct 28, 1998

BY: County Deputy Auditor
COUNTY AUDITOR

James B. McCarthy

APPROVED AS TO FORM
William E. Schick
Assistant Prosecuting Attorney
Summit County, Ohio

TRANSFER NOT NECESSARY
Oct 28, 1998
James B. McCarthy County Auditor

AMENDMENT TO THE
DECLARATION OF CONDOMINIUM OWNERSHIP FOR
BURRIDGE PLACE CONDOMINIUM

WHEREAS, the Declaration of Condominium Ownership for Burridge Place Condominium was recorded at Volume OR 1654, Page 542 et seq., of Summit County Records, and

WHEREAS, the Burridge Place Condominium is a corporation consisting of all Unit Owners in Burridge Place Condominium and as such is the representative of all owners, and

WHEREAS, Item 24 of said Declaration authorizes amendments to the Declaration, and

WHEREAS, Article XII of the Bylaws, Exhibit A of said Declaration, authorize amendments to the Bylaws, and

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

WHEREAS, the Association has in its records the consents to the Amendment signed by 76.05% of the Unit Owners, and

WHEREAS, the Association has in its records the power of attorney signed by 76.05% of the Unit Owners authorizing the officers of the Burridge Place Condominium 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, the Declaration of Condominium Ownership, and the Bylaws for Burridge Place Condominium have in all respects been complied with,

NOW THEREFORE, the Declaration of Condominium Ownership and the Bylaws for Burridge Place Condominium are hereby amended by the following:

 **54209263**
Page: 2 of 5
10/29/1998 08:33A
CONDO 28.00
JAMES B MCCARTHY SUMMIT CO AUDITOR

DELETE DECLARATION ITEM 24 entitled, "Amendment of Declaration." in its entirety as contained on Page 17 of the Declaration of Condominium Ownership as recorded in the Summit County Records Volume OR 1654, Page 542 et seq.

DELETE ARTICLE XII of the BYLAWS entitled, "Amendments." in its entirety as contained on Page 19 of the Bylaws, Exhibit "A" of the Declaration of Condominium Ownership as recorded in the Summit County Records Volume OR 1654, Page 542 et seq.

INSERT a new DECLARATION ITEM 24 entitled, "Amendments." Said new addition to be added on Page 17 of the Declaration of Condominium Ownership as recorded in the Summit County Records Volume OR 1654, Page 542 et seq., is as follows:

24. Amendments.

This Declaration, the Bylaws, marked as "Exhibit A," and the Drawings, marked as "Exhibit B," may be amended only by the affirmative written vote of the Unit Owners entitled to exercise not less than seventy-five percent (75%) of the voting power of the Association. Upon the adoption of any amendment, the President of the Association shall file with the Recorder of Summit County an instrument executed with the same formalities as herein, containing the amendment being made, the volume and pages of the original being amended, and the manner of the adoption of the amendment. Effective with the recording of said instrument, this Declaration and the Bylaws should be amended accordingly. No provision in this Declaration may be changed, modified or rescinded, so as to cause the Declaration to conflict with Chapter 5311, Ohio Revised Code, or any successor statute, nor may any amendment be made to the percentage interests set forth in "Exhibit C" without the prior unanimous approval of all Unit Owners and their respective mortgagees.

Any conflict between this provision and other provisions of the Declaration and Bylaws shall be interpreted in favor of this amendment requiring a written affirmative vote of seventy-five percent (75%) of the ownership interest for passage of an amendment to the Declaration or Bylaws. Upon the recording of this amendment, only Unit Owners of record at the time of such filing shall have standing to contest the validity of the amendment, whether on procedural, substantive or any other grounds, provided further that any such challenge shall be brought within one year of the recording of the amendment.



54209263

Page: 3 of 5
10/29/1998 08:33A
CONDO 25.00

JAMES B MCCARTHY SUMMIT CO AUDITOR

IN WITNESS WHEREOF, the said Burr ridge Place Condominium has caused the execution of this instrument this ~~12~~ day of October, 1998.

BURRIDGE PLACE CONDOMINIUM

Signed in the presence of both:

Larry Puleo
Witness #1: LARRY PULEO

By: Marianne L. Medise, President
MARIANNE L. MEDISE, its President

Susan Pavlic
Witness #2: SUSAN PAVLIC

By: Thomas Rusnak
THOMAS RUSNAK, 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

[Handwritten signature]

54209263
Page: 4 of 5
10/28/1998 08:33A
CONDO 28.00
JAMES B MCCARTHY SUMMIT CO AUDITOR

STATE OF OHIO)
COUNTY OF SUMMIT) SS

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

IN WITNESS WHEREOF, I have hereunto set my hand and official seal at Turkey, Ohio, this 12th day of October, 1998.

Connie Rice
NOTARY PUBLIC
CONNIE RICE
NOTARY PUBLIC, STATE OF OHIO
Recorded in Cuyahoga County
My Comm. Expires June 24, 2002

OR1881-590

041524

O.R. PG. 590-594

COUNTY OF SUMMIT
RECEIVED & RECORDED

95 MAR 15 PM 12:10

RALPH JAMES - RECORDER

FEE \$ 22⁰⁰

MAIL TO:

DOCUMENT NUMBER

OFFICIAL RECORD
(DO NOT REMOVE FROM RECORD
(PAGE 1 OF RECORD))

Whitcomb & Co.
10800 Revere Road
Twinburg, OH 44087
(216) 425-3600

TRANSFER NOT NECESSARY

3-15-95

OR1881-591

James B. McCarthy County Auditor

SIXTH AMENDMENT TO DECLARATION OF CONDOMINIUM OWNERSHIP FOR BURRIDGE PLACE CONDOMINIUM

TRANSFER NOT NECESSARY SEC. 319.202 REV. CODE COMPLIED WITH

Exempt Consideration

M

BURRIDGE PLACE CONDOMINIUM

JAMES B. MCCARTHY County Auditor

BY *ca. [Signature]* County Auditor

AFFIDAVIT OF GRANTOR

WHITLATCH & CO., WHICH IS GRANTOR IN THE DECLARATION OF CONDOMINIUM OWNERSHIP FOR BURRIDGE PLACE CONDOMINIUM AS RECORDED IN O.R. 1654, PAGE 541-579, SUMMIT COUNTY RECORDS, BEING FIRST DULY SWORN, DEPOSES AND SAYS THAT:

1. All forty-four (44) Units in Burrige Place Condominium have been transferred by Grantor to Unit Owners.
2. All forty-four (44) Unit Owners in Burrige Place Condominium signed a one time Proxy Form at the time of taking title to their Units.
3. All of said Proxy Forms are in the possession of Whittatch & Co.
4. The language of all of said Proxy Forms is as follows:

"The undersigned member of BURRIDGE PLACE CONDOMINIUM ASSOCIATION hereby constitutes and appoints WHITLATCH & CO. as the true and lawful agent or proxy to sign any and all documents necessary to revise the Schedule of Percentage of Interest to make my Percentage of Interest reflect the base price, site features and plan options of my Unit divided by the total of the base price, site features and plan options of all Units in BURRIDGE PLACE CONDOMINIUM, taken at one point in time upon the completion of all Units.

This shall be done by WHITLATCH & CO. after the transfer of the last Unit in the Condominium. I understand that this is a one time proxy; and state that it may not be used except for the purpose indicated above.

Executed this _____ day of _____, 199 _____.

Unit Owner Signature

Unit # _____

Street Address, City, State, Zip"

Unit Owner Signature

5. WHITLATCH & CO., as the true and lawful agent of all forty-four (44) Unit Owners in BURRIDGE PLACE CONDOMINIUM, hereby attaches for record the REVISED Schedule of Percentage of Interest for BURRIDGE PLACE CONDOMINIUM.

James B. McCarthy
By *Wyatt*
County Auditor
March 15, 1995

APPROVED AS TO FORM

[Signature]
Assistant Prosecuting Attorney Summit County, Ohio

3-15-95 TNN
Notarized by [Signature]

OR1881-592

6. Exhibit "C" is being refiled to correct the Percentages of Interest only; all other items contained in Exhibit "C" are correct as originally filed and are not changed with this Amendment.


7. Further, Affidavit ~~is~~ naught.

WITNESS:


DONALD L. MARTIN

GRANTOR
WHITLATCH & CO.

BY: 
WILLIAM C. WHITLATCH, President


JOAN ERSKINE

STATE OF OHIO)
COUNTY OF SUMMIT)

BEFORE ME, a Notary Public in and for said County and State, personally appeared the above named WHITLATCH & CO., by and through, WILLIAM C. WHITLATCH, its PRESIDENT, who acknowledged that he signed the foregoing instrument and that the same is his free act and deed, personally and as such officer.

IN TESTIMONY WHEREOF, I have hereunto set my hand and official seal at Twinsburg, Ohio this 13TH day of MARCH, 1995.


DONALD L. MARTIN, Attorney at Law
My Commission has no Expiration

THIS INSTRUMENT PREPARED BY:
DONALD L. MARTIN, Attorney at Law,
10800 Ravenna Road, Twinsburg, OH 44087
(216) 425-3500

001801-593

BURRIDGE PLACE CONDOMINIUM ASSOCIATION
 SCHEDULE OF PERCENT INTEREST BY UNIT
 03/10/95

PAGE 1

Unit No.	Bldg	Street Address	Unit Type	Percent Interest
1	A	2644 Burrige Circle	CHESAPEAKE I	2.36
2	A	2642 Burrige Circle	NANTUCKET LE	2.39
3	A	2640 Burrige Circle	CHESAPEAKE III	2.38
4	B	2638 Burrige Circle	HYANNIS LE	2.35
5	B	2636 Burrige Circle	CHESAPEAKE IV	2.56
6	C	2634 Burrige Circle	CHESAPEAKE I	2.34
7	C	2632 Burrige Circle	NANTUCKET	4.01
8	D	2630 Burrige Circle	CHESAPEAKE II	2.13
9	D	2628 Burrige Circle	CHESAPEAKE III	2.22
10	D	2626 Burrige Circle	HYANNIS LE	2.30
11	D	9015 Burrige Lane	CHESAPEAKE II	2.16
12	E	2620 Burrige Circle	CHESAPEAKE III	2.69
13	F	2618 Burrige Circle	PLYMOUTH	2.76
14	G	2616 Burrige Circle	HYANNIS LE	2.69
15	H	2614 Burrige Circle	HYANNIS LE	2.78
16	I	2612 Burrige Circle	PLYMOUTH	2.42
17	J	2610 Burrige Circle	HYANNIS LE	2.39
18	J	2608 Burrige Circle	NANTUCKET	2.11
19	J	2606 Burrige Circle	CHESAPEAKE III	2.25
20	J	2604 Burrige Circle	CHESAPEAKE II	2.01
21	K	2602 Burrige Circle	CHESAPEAKE IV	2.09
22	K	2600 Burrige Circle	CHESAPEAKE IV	2.07
23	L	2598 Burrige Circle	NANTUCKET	2.01
24	L	2596 Burrige Circle	CHESAPEAKE III	2.27
25	L	2594 Burrige Circle	CHESAPEAKE III	2.22
26	L	2592 Burrige Circle	NANTUCKET	2.02
27	M	2603 Burrige Circle	CHESAPEAKE III	2.11
28	M	2605 Burrige Circle	NANTUCKET	1.96
29	M	2607 Burrige Circle	CHESAPEAKE I	1.99
30	N	2609 Burrige Circle	NANTUCKET	2.02
31	N	2611 Burrige Circle	HYANNIS LE	2.27
32	O	2613 Burrige Circle	CHESAPEAKE III	2.49
33	P	2615 Burrige Circle	CHESAPEAKE III	2.49

EXHIBIT "C"

OR1881-591

**BURRIDGE PLACE CONDOMINIUM ASSOCIATION
SCHEDULE OF PERCENT INTEREST BY UNIT
03/10/95**

PAGE 2

Unit No.	Bldg	Street Address	Unit Type	Percent Interest
34	Q	2617 Burridge Circle	CHESAPEAKE IV	2.63
35	R	2623 Burridge Circle	HYANNIS LE	2.25
36	R	2625 Burridge Circle	HYANNIS LE	2.25
37	S	2629 Burridge Circle	HYANNIS LE	2.10
38	S	2631 Burridge Circle	GLOUCESTER	2.01
39	S	2633 Burridge Circle	CHESAPEAKE IV	2.13
40	T	2635 Burridge Circle	GLOUCESTER (CUSTOM)	2.51
41	T	2637 Burridge Circle	CHESAPEAKE IV	2.14
42	U	2639 Burridge Circle	CHESAPEAKE IV	2.28
43	U	2641 Burridge Circle	CHESAPEAKE III	2.27
44	U	2643 Burridge Circle	HYANNIS	<u>2.12</u>
				100.00