

CONFORMED COPY

Amendment to the Declaration of Condominium Ownership recorded in Volume 14696, Page 535, et seq., Cuyahoga County Records, May 5, 1978. Drawings recorded in Volume 31, Pages 27 to 35, inclusive, Condominium Map Records, May 5, 1978.

AMENDMENT TO THE  
DECLARATION OF CONDOMINIUM OWNERSHIP

FOR

BUNTINGTREE CONDOMINIUM

This will certify that a copy of this Amendment to the Declaration, together with the Amended Drawings attached thereto, the amendments to the By-Laws contained therein and the other amended Exhibits attached thereto, were filed in the Office of the County Auditor, Cuyahoga County, Ohio, on May 5, 1978.

COUNTY AUDITOR

By Leticia Whitmore  
Chief Deputy

This Instrument Prepared By:  
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AMENDMENT TO THE  
DECLARATION OF CONDOMINIUM OWNERSHIP FOR  
BUNTINGTREE CONDOMINIUM

WHEREAS, YORK-RIDGE DEVELOPMENT COMPANY, (hereinafter, and in the Declaration identified below, referred to as the "Grantor") is the owner in fee simple of the real property hereinbelow described as "Phase No. 2 Parcel", and the owner of the real property hereinbelow described as "Phase No. 1 Parcel", (said Phase Nos. 1 and 2 Parcels hereinafter sometimes collectively referred to as the "Buntingtree Condominium"); and

WHEREAS, Grantor has heretofore submitted Phase No. 1 Parcel of said Buntingtree Condominium together with the improvements thereon constructed, to the provisions of Chapter 5311 of the Ohio Revised Code (said Chapter 5311 being hereinafter referred to as the "Condominium Act") as Condominium Property by filing the Declaration of Condominium Ownership for Buntingtree Condominium (hereinafter referred to as the "Declaration"), together with the By-Laws attached thereto (Exhibit "C"), the Sketch to Accompany Declaration Legal Description (Exhibit "A-1"), the Percentage of Interest in Common Areas and Facilities (Exhibit "B"), Legal Description of Phase Nos. 1, 2, 3, 4, 5, 6 and 7 Parcels (Exhibit "D", "E", "F", "G", "H", "I" and "J", respectively) and the Management Agreement (Exhibit "K"), which was recorded January 23, 1978 in Volume 14664, Page 1, et seq., of Cuyahoga County Records, and the Drawings (Exhibit "A") recorded simultaneously in Volume 30, Pages 48 to 56, inclusive, of Condominium Map Records; and

WHEREAS, it is the desire of Grantor to submit Phase No. 2 Parcel of said Buntingtree Condominium, together with the improvements thereon constructed and hereinafter described, to the Condominium Act as Condominium Property; and

WHEREAS, pursuant to Article XVI, Article XVII and Article XVIII of the Declaration of Condominium Ownership for Buntingtree Condominium, Grantor has reserved the right to amend the Declaration of Ownership, the By-Laws and the Drawings, to submit said Phase No. 2 Parcel to the Condominium Act and thereby to make it in all respects part of the Condominium Property of Buntingtree Condominium;

NOW, THEREFORE, Grantor hereby submits Phase No. 2 Parcel (the legal description of which is set forth in the Declaration and also in Annex "A" attached hereto and hereby incorporated herein and made a part hereof) of said Buntingtree Condominium to the Condominium Act as Condominium Property and hereby declares:

1. The preamble to the Declaration is amended by making the following deletions, insertions and/or substitutions:

(a) By deleting from the third and fourth lines of the first "WHEREAS" paragraph on Page 1 the following, namely: "Phase No. 1 Parcel (hereinafter described in Exhibit "D" attached hereto and made a part hereof);", and by substituting therefor the following, namely: "Phase No. 1 and No. 2 Parcels (hereinafter described in Exhibits "D" and "E", respectively, attached hereto and made a part hereof);";

(b) By deleting from the first and second lines of the second "WHEREAS" paragraph on Page 1 the following, namely: "Phase No. 1 Parcel,", and by substituting therefor the following: "Phase No. 1 and No. 2 Parcels,";

(c) By deleting from the first, second and third lines of the third "WHEREAS" paragraph on Page 1 the following, namely: "Phase No. 2 to 7 Parcels, inclusive (hereinafter respectively described in Exhibits "E", "F", "G", "H", "I" and "J")", and by substituting therefor the following: "Phase Nos. 3 to 7 Parcels, inclusive (hereinafter respectively described in Exhibits "F", "G", "H", "I" and "J")"; and

(d) By deleting from the second line of the fourth "WHEREAS" paragraph on Page 1 the following, namely: "Phase Nos. 2 to 7 Parcels,", and by substituting therefor the following: "Phase Nos. 3 to 7 Parcels,".

2. Article I of the Declaration, entitled Definitions, is amended by making the following deletions, insertions and/or substitutions:

(a) By deleting from the third line of Paragraph (D) the following, namely: "Phase 1 Parcel", and by substituting therefor the following: "Phase No. 1 and No. 2 Parcels";

(b) By deleting from the fourth line of Paragraph (I) the following, namely: "Exhibit "D",", and by substituting therefor the following: "Exhibit "D" and "E",";

(c) By deleting from the second line of Paragraph (M) the following, namely: "Phase No. 1 Parcel,", and by substituting therefor the following: "Phase No. 1 and No. 2 Parcels,";

(d) By deleting from the sixth and seventh lines of Paragraph (M) the following, namely: "Phase Nos. 2 to 7 Parcels,", and by substituting therefor the following: "Phase Nos. 3 to 7 Parcels,";

(e) By deleting from the tenth and eleventh lines of Paragraph (P) the following, namely: "Drawings No. SA-1, SI-1, and A-1 through A-7, being nine (9) pages of Drawings," and by substituting therefor the following: "Drawings No. SA-1, SI-1, and A-1 through A-7, being nine (9) pages of Drawings, pertaining to Phase No. 1, and Drawings No. SA-2, SI-2, and A-1 through A-7, being nine (9) pages of Drawings, pertaining to Phase No 2,";

(f) By deleting from the third line of Paragraph (R) the following, namely: "Phase No. 1 Parcel", and by substituting therefor the following: "Phase No. 1 and No. 2 Parcels";

(g) By deleting from the second line of Paragraph (S) the following, namely: "Phase No. 1 Parcel," and by substituting therefor the following: "Phase No. 1 and No. 2 Parcels,";

(h) By deleting from the third and fourth lines of Paragraph (S) the following, namely: "Phase Nos. 2 to 7 Parcels," and by substituting therefor the following: "Phase Nos. 3 to 7 Parcels,";

(i) By deleting from the seventh line of Paragraph (S) the following, namely: "Phase No. 1 Parcel," and by substituting therefor the following: "Phase No. 1 and No. 2 Parcels,";

(j) By deleting from the first, second, third and fourth lines of Paragraph (AE) the following, namely: "such residential building or buildings as Grantor constructs, or causes to be constructed, on Phase No. 2 Parcel pursuant to Article XVI hereof.," and by substituting therefor the following: "the residential buildings constructed on Phase No. 2 Parcel.,"; and

(k) By deleting from the second and fifth lines, respectively, of Paragraph (AM) the following, namely: "Phase Nos. 2 to 7 Parcels," and by substituting therefor, respectively, the following: "Phase Nos. 3 to 7 Parcels,".

3. Article IV of the Declaration, entitled General Description of Condominium Property, is amended to be as follows:

"Until amended as provided in Article XVI hereof, the Condominium Property consists of the following:

(A) Phase No. 1 Parcel and Phase No. 1 Buildings and other improvements located thereon, including, without limitation (a) three (3) Hexaplexes containing a total of eighteen (18) Units and eighteen (18) attached Garages, and (b) four (4) Quadraplexes containing a total of sixteen (16) Units and sixteen (16) attached Garages, (an overall total of thirty-four (34) Units and thirty-four (34) attached Garages contained in the seven (7) Phase No. 1 Buildings, (c) together with all easements, rights and appurtenances belonging thereto, and (d) all articles of personal property existing thereon

for the common use of the Unit Owners. The Buildings are each two (2) stories in height with basements and attached garages and are constructed principally of concrete, cement block, brick and wood. The location, lay-out, dimensions and number of rooms in each of the Units and the Common Areas and Facilities are shown graphically on the Drawings.

(B) Phase No. 2 Parcel and Phase No. 2 Buildings and other improvements located thereon, including without limitation (a) four (4) Hexaplexes containing a total of twenty-four (24) Units and twenty-four (24) attached Garages, and (b) one (1) Quadraplex containing a total of four (4) Units and four (4) attached Garages, (an overall total of twenty-seven (27) Units and twenty-seven (27) attached Garages contained in the five (5) Phase No. 2 Buildings), (c) together with all easements, rights and appurtenances belonging thereto, and (d) all articles of personal property existing thereon for the common use of the Unit Owners. The Buildings are each two (2) stories in height with basements and attached garages and are constructed principally of concrete, cement block, brick and wood. The location, lay-out, dimensions and number of rooms in each of the Units and the Common Areas and Facilities are shown graphically on the Drawings.

(C) The Buildings are twelve (12) two-story, residential buildings with basements and one (1) car attached garages. Building Nos. 1, 2, 6, 9, 10, 11 and 12 are Hexaplexes, and Building Nos. 3, 4, 5, 7 and 8 are Quadraplexes. The Buildings are of frame construction with wood siding exterior, a poured concrete and/or cement block basement, aluminum framed windows, asphalt shingle roofs, wood floor joists and wall studs, and drywall, with double-walled construction between Units. Each of the Buildings has patios in the rear, wooden decks with wooden steps in the front, concrete private walks in the front, privacy fences between Units in the rear, and single car garages attached thereto (which are of like construction as the remaining part of the Buildings). Building Nos. 1, 2 and 12, and two (2) Units in Building No. 3 have walk-out basements and balconies. The exact number and location of the patios, wooden decks and steps, concrete private walk, privacy fences, garages, walk-out basements and balconies are as shown on the Drawings.

(D) Each of the Buildings is designated by number, contains side by side two-story-with-basement-and-attached-garage Units, and each of the Units has a postal mailing address. The Building number, the Units contained therein, and the postal mailing address of each Unit is designated as follows:

PHASE NO. 1

<u>Building Number</u>	<u>Unit Number</u>	<u>Mailing Address</u>
1	101	9500 Madison Lane, North Royalton, Ohio 44133
1	102	9496 Madison Lane, North Royalton, Ohio 44133
1	103	9492 Madison Lane, North Royalton, Ohio 44133
1	104	9488 Madison Lane, North Royalton, Ohio 44133
1	105	9484 Madison Lane, North Royalton, Ohio 44133
1	106	9480 Madison Lane, North Royalton, Ohio 44133
2	107	9476 Madison Lane, North Royalton, Ohio 44133
2	108	9472 Madison Lane, North Royalton, Ohio 44133
2	109	9468 Madison Lane, North Royalton, Ohio 44133
2	110	9464 Madison Lane, North Royalton, Ohio 44133
2	111	9460 Madison Lane, North Royalton, Ohio 44133
2	112	9456 Madison Lane, North Royalton, Ohio 44133
3	113	9452 Madison Lane, North Royalton, Ohio 44133
3	114	9448 Madison Lane, North Royalton, Ohio 44133
3	115	9444 Madison Lane, North Royalton, Ohio 44133
3	116	9440 Madison Lane, North Royalton, Ohio 44133
4	117	9431 Madison Lane, North Royalton, Ohio 44133
4	118	9435 Madison Lane, North Royalton, Ohio 44133
4	119	9439 Madison Lane, North Royalton, Ohio 44133
4	120	9443 Madison Lane, North Royalton, Ohio 44133
5	121	9447 Madison Lane, North Royalton, Ohio 44133
5	122	9451 Madison Lane, North Royalton, Ohio 44133
5	123	9455 Madison Lane, North Royalton, Ohio 44133
5	124	9459 Madison Lane, North Royalton, Ohio 44133
6	125	9463 Madison Lane, North Royalton, Ohio 44133
6	126	9467 Madison Lane, North Royalton, Ohio 44133
6	127	9471 Madison Lane, North Royalton, Ohio 44133
6	128	9475 Madison Lane, North Royalton, Ohio 44133
6	129	9479 Madison Lane, North Royalton, Ohio 44133
6	130	9483 Madison Lane, North Royalton, Ohio 44133
7	131	9487 Madison Lane, North Royalton, Ohio 44133
7	132	9491 Madison Lane, North Royalton, Ohio 44133
7	133	9495 Madison Lane, North Royalton, Ohio 44133
7	134	9499 Madison Lane, North Royalton, Ohio 44133

PHASE NO. 2

<u>Building Number</u>	<u>Unit Number</u>	<u>Mailing Address</u>
8	201	9500 Langdon Lane, North Royalton, Ohio 44133
8	202	9496 Langdon Lane, North Royalton, Ohio 44133
8	203	9492 Langdon Lane, North Royalton, Ohio 44133
8	204	9488 Langdon Lane, North Royalton, Ohio 44133
9	205	9407 Langdon Lane, North Royalton, Ohio 44133
9	206	9411 Langdon Lane, North Royalton, Ohio 44133
9	207	9415 Langdon Lane, North Royalton, Ohio 44133
9	208	9419 Langdon Lane, North Royalton, Ohio 44133
9	209	9423 Langdon Lane, North Royalton, Ohio 44133
9	210	9427 Langdon Lane, North Royalton, Ohio 44133
10	211	9431 Langdon Lane, North Royalton, Ohio 44133
10	212	9435 Langdon Lane, North Royalton, Ohio 44133
10	213	9439 Langdon Lane, North Royalton, Ohio 44133
10	214	9443 Langdon Lane, North Royalton, Ohio 44133
10	215	9447 Langdon Lane, North Royalton, Ohio 44133
10	216	9451 Langdon Lane, North Royalton, Ohio 44133
11	217	9455 Langdon Lane, North Royalton, Ohio 44133
11	218	9459 Langdon Lane, North Royalton, Ohio 44133
11	219	9463 Langdon Lane, North Royalton, Ohio 44133
11	220	9467 Langdon Lane, North Royalton, Ohio 44133
11	221	9471 Langdon Lane, North Royalton, Ohio 44133
11	222	9475 Langdon Lane, North Royalton, Ohio 44133
12	223	9479 Langdon Lane, North Royalton, Ohio 44133
12	224	9483 Langdon Lane, North Royalton, Ohio 44133
12	225	9487 Langdon Lane, North Royalton, Ohio 44133
12	226	9491 Langdon Lane, North Royalton, Ohio 44133
12	227	9495 Langdon Lane, North Royalton, Ohio 44133
12	228	9499 Langdon Lane, North Royalton, Ohio 44133

4. Article V of the Declaration, entitled Description of Units, is amended by making the following deletions, insertions and/or substitutions:

(a) By deleting from Page 8, line 1, the following, namely: "thirty-four (34) Units comprised in the Phase No. 1", and by substituting therefor the following: "sixty-two (62) Units comprised in the Phase No. 1 and No. 2";

(b) By deleting from the first line of Paragraph (bb) the following, namely: "Phase No. 1", and by substituting therefor the following: "Phase No. 1 and No. 2".

PHASE NO. 4-A

<u>Building Number</u>	<u>Unit Number</u>	<u>Mailing Address</u>
21	407	9397 Bassett Lane, North Royalton, Ohio 44133
21	408	9393 Bassett Lane, North Royalton, Ohio 44133
21	409	9389 Bassett Lane, North Royalton, Ohio 44133
21	410	9385 Bassett Lane, North Royalton, Ohio 44133
22	411	9386 Bassett Lane, North Royalton, Ohio 44133
22	412	9390 Bassett Lane, North Royalton, Ohio 44133
22	413	9394 Bassett Lane, North Royalton, Ohio 44133
22	414	9398 Bassett Lane, North Royalton, Ohio 44133
23	415	9404 Bassett Lane, North Royalton, Ohio 44133
23	416	9408 Bassett Lane, North Royalton, Ohio 44133
23	417	9412 Bassett Lane, North Royalton, Ohio 44133
23	418	9416 Bassett Lane, North Royalton, Ohio 44133
23	419	9420 Bassett Lane, North Royalton, Ohio 44133
23	420	9424 Bassett Lane, North Royalton, Ohio 44133

C. Article V of the Declaration, entitled DESCRIPTION OF UNITS, is further amended by making the following deletions, insertions and/or substitutions:

(1) By deleting the previous amendment to Page 8, line 1, namely, the following: "sixty-two (62) Units comprised in the Phase No. 1 and No. 2", and by substituting therefor the following: "seventy-six (76) Units comprised in the Phase No. 1, No. 2 and No. 4-A"; and

(2) By deleting the previous amendment to the first line of Paragraph (bb), namely the following: "Phase No. 1 and No. 2", and by substituting therefor the following: "Phase No. 1, No. 2 and No. 4-A".

D. Article VI of the Declaration, entitled COMMON AREAS AND FACILITIES, is further amended by making the following deletions, insertions and/or substitutions:

(1) By deleting the previous amendment to Subparagraph A(1), line 3, namely, the following: "Phase No. 1 and No. 2", and by substituting therefor the following: "Phase No. 1, No. 2 and No. 4-A";

(2) By deleting the previous amendment to Subparagraph A(9), line 3, namely, the following: "Phase No. 1 and No. 2 Parcels", and by substituting therefor the following: "Phase No. 1, No. 2 and No. 4-A Parcels";



5. Article VI of the Declaration, entitled Common Areas and Facilities, is amended by making the following deletions, insertions and/or substitutions:

(a) By deleting from Subparagraph A(1), line 3, the following, namely: "Phase No. 1", and by substituting therefor the following: "Phase No. 1 and No. 2";

(b) By deleting from Subparagraph A(9), line 3, the following, namely: "Phase No. 1 Parcel;", and by substituting therefor the following: "Phase No. 1 and No. 2 Parcels;"; and

(c) By deleting from Subparagraph A(10), line 1, the following, namely: "Phase No. 1", and by substituting therefor the following: "Phase No. 1 and No. 2"; and

(d) By deleting from Paragraph D., line 5, the following, namely: "Phase No. 1 Parcel", and by substituting therefor the following: "Phase No. 1 and No. 2 Parcels".

6. Article X of the Declaration, entitled Easements, is amended by making the following deletions, insertions and/or substitutions:

(a) By deleting from Paragraph C., line 8, the following, namely: "Phase No. 1 Parcel", and by substituting therefor the following: "Phase No. 1 and No. 2 Parcels";

(b) By deleting from Paragraph C., line 9, the following, namely: "Phase Nos. 2 to 7 Parcels", and by substituting therefor the following: "Phase Nos. 3 to 7 Parcels";

(c) By deleting from Paragraph D., lines 2 and 3, the following, namely: "Phase No. 1 Parcel", and by substituting therefor the following: "Phase No. 1 and No. 2 Parcels";

(d) By deleting from Paragraph D., line 3, the following, namely: "Phase Nos. 2 to 7 Parcels,", and by substituting therefor the following: "Phase Nos. 3 to 7 Parcels,";

(e) By deleting from Paragraph D., line 5, the following, namely: "Phase Nos. 2 to 7 Parcels,", and by substituting therefor the following: "Phase Nos. 3 to 7 Parcels,"; and

(f) By deleting from Paragraph D., line 8, the following, namely: "Phase Nos. 2 to 7 Parcels,", and by substituting therefor the following: "Phase Nos. 3 to 7 Parcels,".

7. Article XVI of the Declaration, entitled Additions to Condominium Property, is amended by making the following deletions, insertions and/or substitutions:

(a) By deleting from Paragraph A., line 2 on Page 46, the following, namely: "Phase Nos. 2 to 7 Parcels," and by substituting therefor the following: "Phase Nos. 3 to 7 Parcels,";

(b) By deleting from Paragraph A., lines 5 and 6 on Page 46, the following, namely: "Phase No. 1 Parcel," and by substituting therefor the following: "Phase No. 1 and No. 2 Parcels,";

(c) By deleting from Paragraph A., lines 8 and 9 on Page 46, the following, namely: "phase Nos. 2 to 7 Parcels," and by substituting therefor the following: "Phase Nos. 3 to 7 Parcels,";

(d) By deleting from Paragraph A., line 6 on Page 47, the following, namely: "Phase No. 1 Buildings", and by substituting therefor the following: "Phase No. 1 and No. 2 Buildings";

(e) By deleting from Paragraph B. the title, namely: "DEVELOPMENT OF PHASE NOS. 2, 3, 4, 5, 6 AND 7 PARCELS", and by substituting therefor the following: "DEVELOPMENT OF PHASE NOS. 3, 4, 5, 6 AND 7 PARCELS";

(f) By deleting from Paragraph B., line 5 on Page 47, the following, namely: "Phase Nos. 2 to 7 Parcels," and by substituting therefor the following: "Phase Nos. 3 to 7 Parcels,";

(g) By deleting from Paragraph B., lines 9 and 10 on Page 47, the following, namely: "Phase Nos. 2 to 7 Parcels," and by substituting therefor the following: "Phase Nos. 3 to 7 Parcels,";

(h) By deleting from Paragraph B., line 12 on Page 47, the following, namely: "Phase No. 1 Parcel:", and by substituting therefor the following: "Phase No. 1 and No. 2 Parcels:";

(i) By deleting from Subparagraph B.(1), lines 1 and 2, the following, namely: "Phase Nos. 2 to 7 Parcels," and by substituting therefor the following: "Phase Nos. 3 to 7 parcels,";

(j) By deleting from Subparagraph B.(1), line 6, the following, namely: "Phase Nos. 2 to 7 Parcels," and by substituting therefor the following: "Phase Nos. 3 to 7 Parcels,";

(k) By deleting from Subparagraph B.(2), line 3, the following, namely: "Phase Nos. 2 to 7," and by substituting therefor the following: "Phase Nos. 3 to 7 Parcels,";

(l) By deleting from Subparagraph B.(2), line 7, the following, namely: "Phase No. 1 Buildings," and by substituting therefor the following: "Phase No. 1 and No. 2 Buildings,";

(m) By deleting from Subparagraph B.(2), line 9, the following, namely: "Phase No. 1 Buildings," and by substituting therefor the following: "Phase No. 1 and No. 2 Buildings,";

(n) By deleting from Subparagraph B.(3), lines 1 and 2, the following, namely: "Three Hundred (300)", and by substituting therefor the following: "Two Hundred Seventy-Five (275)";

(o) By deleting from Subparagraph B.(3), line 2, the following, namely: "Phase Nos. 2 to 7 Parcel," and by substituting therefor the following: "Phase Nos. 3 to 7 Parcels,";

(p) By deleting from Subparagraph B.(4), lines 2 and 3, the following, namely: "Phase Nos. 2 to 7, Parcels," and by substituting therefor the following: "Phase Nos. 3 to 7 Parcels,";

(q) By deleting from Subparagraph B.(4), line 5, the following, namely: "Phase Nos. 2 to 7 Parcels," and by substituting therefor the following: "Phase Nos. 3 to 7 Parcels,";

(r) By deleting from Subparagraph B.(4), lines 13 and 14, the following, namely: "Phase Nos. 2 to 7 Parcels," and by substituting therefor the following: "Phase Nos. 3 to 7 Parcels,";

(s) By deleting from Subparagraph B.(4), lines 14 and 15, the following, namely: "Phase Nos. 2 to 7 Parcels," and by substituting therefor the following: "Phase Nos. 3 to 7 Parcels,";

(t) By deleting from Subparagraph B.(5), line 4, the following, namely: "Phase Nos. 2 to 7 Parcels," and by substituting therefor the following: "Phase Nos. 3 to 7 Parcels,";

(u) By deleting from Paragraph C., line 6 on Page 48, the following, namely: "Phase Nos. 2 to 7 Parcels," and by substituting therefor the following: "Phase Nos. 3 to 7 Parcels,";

(v) By deleting from Paragraph C., lines 3 and 4, on Page 49, the following, namely: "Phase Nos. 2 to 7 Parcels," and by substituting therefor the following: "Phase Nos. 3 to 7 Parcels,"; and

(w) By deleting from paragraph F., line 10, the following, namely: "Phase Nos. 2 to 7 Parcels," and by substituting therefor the following: "Phase Nos. 3 to 7 Parcels,".

8. Article XVII of the Declaration, entitled Amendments, is amended by making the following deletions, insertions and/or substitutions:

(a) By deleting from Subparagraph A.(2), line 9 on Page 52, the following, namely: "Phase No. 1 Parcel.", and by substituting therefor the following: "Phase No. 1 and No. 2 Parcels.";

(b) By deleting from Subparagraph A.(2), line 12 on Page 52, the following, namely: "Phase No. 1 Parcel.", and by substituting therefor the following: "Phase No. 1 and No. 2 Parcels,";

(c) By deleting from Subparagraph A.(2), line 7 on Page 53, the following, namely: "Phase No. 1 Parcel", and by substituting therefor the following: "Phase No. 1 and No. 2 Parcels"; and

(d) By deleting from Subparagraph A.(2), line 35 on Page 53, the following, namely: "Phase No. 1 Parcel,", and by substituting therefor the following: "Phase No. 1 and No. 2 Parcels,".

9. Article XVIII of the Declaration, entitled Town House and Multi-Story Common Areas and Facilities, is amended by deleting from Paragraph A., line 3 on Page 55, the following, namely: "Phase Nos. 2 to 7 Parcels,", and substituting therefor the following: "Phase Nos: 3 to 7 Parcels,".

10. Article XIX of the Declaration, entitled Cooperative Common Property and Facilities, is amended by making the following deletions, insertions and/or substitutions:

(a) By deleting from line 2 thereof, appearing on Page 57, the following, namely: "Phase Nos. 2 to 7 Parcels,", and by substituting therefor the following: "Phase Nos. 3 to 7 Parcels,";

(b) By deleting from line 10 thereof, appearing on Page 58, the following, namely: "the Phase 1 Parcel", and by substituting therefor the following: "Phase No. 1 and No. 2 Parcels";

(c) By deleting from line 11 thereof, appearing on Page 58, the following, namely: "Phase Nos. 2 to 7 Parcels,", and by substituting therefor the following: "Phase Nos. 3 to 7 Parcels,"; and

(d) By deleting from Subparagraph (9), line 4, appearing on Page 60, the following, namely: "in Phase I", and by substituting therefor the following: "on the Phase No. 1 and No. 2 Parcels".

11. Article XXII of the Declaration, entitled Miscellaneous Provisions, is amended by making the following deletions, insertions and/or substitutions:

(a) By deleting from Paragraph A., line 2, the following, namely: "Phase No. 1 Parcel,", and by substituting therefor the following: "Phase No. 1 and No. 2 Parcels,"; and

(b) By deleting from Paragraph A., line 3, the following, namely: "Phase Nos. 2 to 7 Parcels,", and by substituting therefor the following: "Phase Nos. 3 to 7 Parcels,".

12. Article II of the By-Laws, entitled Board of Managers, is amended by making the following deletions, insertions and/or substitutions:

(a) By deleting from Section 1., line 13 appearing on Page 5, the following, namely: "Phase Nos. 2 to 7 Parcels," and by substituting therefor the following: "Phase Nos. 3 to 7 Parcels,";

(b) By deleting from Section 2., lines 5 and 6 appearing on Page 5, the following, namely: "Phase Nos. 2 to 7 Parcels," and by substituting therefor the following: "Phase Nos. 3 to 7 Parcels,";

(c) By deleting from Section 2, lines 9 and 10 appearing on Page 5, the following, namely: "Phase 1 Parcel Buildings", and by substituting therefor the following: "Phase No. 1 and No. 2 Buildings";

(d) By deleting from Section 2, line 10 appearing on Page 5, the following, namely: "Phase Nos. 2 to 7 Parcels," and by substituting therefor the following: "Phase Nos. 3 to 7 Parcels,";

(e) By deleting from Section 2, lines 14 and 15 appearing on Page 6, the following, namely: "Phase Nos. 2 to 7 Townhouse Units," and by substituting therefor the following: "Phase Nos. 3 to 7 Townhouse Units,";

(f) By deleting from Section 2, lines 17 and 18 appearing on Page 6, the following, namely: "Phase Nos. 2 to 7 Townhouse Units," and by substituting therefor the following: "Phase Nos. 3 to 7 Townhouse Units,"; and

(g) By deleting from Section 2, line 19 appearing on Page 6, the following, namely: "Phase Nos. 2 to 7 Townhouse Units," and by substituting therefor the following: "Phase Nos. 3 to 7 Townhouse Units,".

13. This Amendment to the Declaration, together with the Amended Drawings attached as Exhibit "A" hereto, the amendment to the Percentage of Interest in Common Areas and Facilities attached as Exhibit "B" hereto, the amendments to the By-Laws (Exhibit "C") contained herein and the other amended Exhibits attached hereto, shall and do hereby amend and modify, effective as of the filing for record of this instrument, the specific items and/or provisions of the declaration and/or By-Laws as is set forth hereinabove, together with the Exhibit "A", Exhibit "B" and the other Exhibits attached to the Declaration; and, in addition to the items, provisions, Articles, Sections, Subparagraphs, Drawings and/or Sheets specifically mentioned hereinabove, this Amendment to the Declaration and said Amended Drawings, amendments to the By-Laws and other amended Exhibits shall and do hereby amend and modify any and all other items, provisions, Articles, Sections, Subparagraphs, Drawings and/or Sheets of the Declaration and/or the Drawings and/or By-Laws and/or

other Exhibits attached as Exhibits thereto, which shall be affected by any and all of said specific amendments and/or modifications in order to effectuate this Amendment to the Declaration and the purposes thereof. All references in the Declaration and/or herein to the "Declaration", "By-Laws", "Drawings" and/or other Exhibits shall be deemed to be references to the "Declaration", "By-Laws", "Drawings" and/or other "Exhibits" as amended hereby.

Anything to the contrary contained herein notwithstanding, except as expressly modified by this Amendment to add Phase No. 2 Parcel, the Declaration is and continues to be in full force and effect and fully applicable to the former Condominium Property and to all property added by this Amendment.

IN WITNESS WHEREOF, the said YORK-RIDGE DEVELOPMENT COMPANY, the "Grantor" as aforesaid, has caused this instrument to be executed by its General Partners, and by execution of this instrument the Grantor certifies and states, after first having been duly sworn according to law, that a copy of the within Amendment has been mailed to all Unit Owners and all first mortgagees having bona fide liens of record against Ownership Interest, on this 13 day of February, 1978, at Cleveland, Ohio, all pursuant to and in accordance with the Declaration, and particularly Article XVI thereof.

In the Presence of:

Perry Tarent

Debbie Jemich

Lola Corrigan

Mary H. Albert

YORK-RIDGE DEVELOPMENT COMPANY  
(an Ohio General Partnership)

By: SUNRISE DEVELOPMENT CO.,  
(an Ohio Corporation)

By [Signature]  
Sam H. Miller, Vice President

AND: K & Z DEVELOPMENT  
(an Ohio Limited Partnership)

BY: ITS GENERAL PARTNER,  
ZAREMBA PROPERTIES WEST CO.,  
(an Ohio Corporation)

By [Signature]  
Walter A. Zaremba, President

AUTHORIZED PARTNERS OF YORK-RIDGE  
DEVELOPMENT COMPANY

STATE OF OHIO )  
 ) ss.  
COUNTY OF CUYAHOGA )

BEFORE ME, a Notary Public, in and for said County and State, this day personally appeared YORK-RIDGE DEVELOPMENT COMPANY, an Ohio Partnership, by SUNRISE DEVELOPMENT CO., an Ohio Corporation, by Sam H. Miller its Vice President, and K & Z DEVELOPMENT, an Ohio Limited Partnership, by ITS GENERAL PARTNER, ZAREMBA PROPERTIES WEST CO., an Ohio Corporation, by Walter A. Zaremba its President, who executed the above instrument and acknowledged that they did examine and read the same, and that they did sign it, and that such signing was their free act and deed in the capacities indicated by their signatures and designations.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed my official seal at Cleveland, Ohio, this 13 day of February, 1977.

*Margery H. Cadaret*  
\_\_\_\_\_  
NOTARY PUBLIC

MARGERY H. CADARET, Notary Public  
State of Ohio, Cuyahoga County  
My commission expires Aug. 23, 1982

THIS INSTRUMENT PREPARED BY:  
Gerald I. Arnson, Esq.  
1300 Bond Court Building  
1300 East Ninth Street  
Cleveland, Ohio 44114  
(216) 696-3311

ANNEX "A"  
Attached to and being part of  
Amendment to the Declaration of Condominium Ownership  
for Buntingtree Condominium

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The legal description of Phase No. 2 Parcel is as follows:

Situated in the City of North Royalton, County of Cuyahoga and State of Ohio and known as being part of Original Royalton Township Section No. 9, being further described as follows:

Beginning in the Easterly line of York Road, 60 feet wide, at its intersection with the Northerly line of land conveyed to Michael F. and Anna C. Cahill by deed recorded in Volume 8414, Page 119 of Cuyahoga County Deed Records;

Thence from said place of beginning North 4° 09' 29" West, along said Easterly line of York Road, 297.01 feet to a point therein;

Thence Northeasterly, 33.16 feet along the arc of a circle deflecting to the right, said arc having a radius of 20.00 feet and a chord which bears North 43° 20' 17" East, 29.49 feet to a point of tangency;

Thence South 89° 09' 57" East, 216.14 feet to a point;

Thence North 81° 51' 40" East, 96.18 feet to a point;

Thence South 89° 09' 57" East, 324.68 feet to a point;

Thence South 0° 50' 03" West, 332.63 feet to a point in said Northerly line of land conveyed to Michael F. and Anna C. Cahill;

Thence North 89° 09' 57" West, along said Northerly line of land conveyed to Michael F. and Anna C. Cahill, 629.89 feet to the place of beginning and containing 4.8199 Acres of land, be the same more or less, but subject to all legal highways.



AMENDED EXHIBIT "B"

PERCENTAGE OF INTEREST IN COMMON AREAS AND FACILITIES

PHASE 1

<u>Unit No.</u>	<u>Building No.</u>	<u>Percentage of Interest</u>
	<u>Building No. 1</u>	
101		01.715886875
102		01.654490000
103		01.654490000
104		01.654490000
105		01.654490000
106		01.715886875
	<u>Building No. 2</u>	
107		01.715886875
108		01.654490000
109		01.654490000
110		01.654490000
111		01.654490000
112		01.715886875
	<u>Building No. 3</u>	
113		01.623790000
114		01.562406875
115		01.562406875
116		01.623790000
	<u>Building No. 4</u>	
117		01.623790000
118		01.562406875
119		01.562406875
120		01.623790000
	<u>Building No. 5</u>	
121		01.623790000
122		01.562406875
123		01.562406875
124		01.623790000
	<u>Building No. 6</u>	
125		01.623790000
126		01.562406875
127		01.562406875
128		01.562406875
129		01.562406875
130		01.623790000
	<u>Building No. 7</u>	
131		01.623790000
132		01.562406875
133		01.562406875
134		01.623790000

**AMENDED EXHIBIT "B"**  
**PERCENTAGE OF INTEREST IN COMMON AREAS AND FACILITIES**

**PHASE 2**

**Unit No.**                      **Percentage of Interest**

**Building No. 8**

201	01.623790000
202	01.562406875
203	01.562406875
204	01.623790000

**Building No. 9**

205	01.623790000
206	01.562406875
207	01.562406875
208	01.562406875
209	01.562406875
210	01.623790000

**Building No. 10**

211	01.623790000
212	01.562406875
213	01.562406875
214	01.562406875
215	01.562406875
216	01.623790000

**Building No. 11**

217	01.623790000
218	01.562406875
219	01.562406875
220	01.562406875
221	01.562406875
222	01.623790000

**Building No. 12**

223	01.715886875
224	01.654490000
225	01.654490000
226	01.654490000
227	01.654490000
228	01.715886875

AMENDMENT TO THE  
DECLARATION OF CONDOMINIUM OWNERSHIP FOR  
BUNTINGTREE CONDOMINIUM

WHEREAS, YORK-RIDGE DEVELOPMENT COMPANY, (hereinafter, and in the Declaration identified below, referred to as the "Grantor") is the owner in fee simple of the real property hereinbelow described as "Phase No. 2 Parcel", and the owner of the real property hereinbelow described as "Phase No. 1 Parcel", (said Phase Nos. 1 and 2 Parcels hereinafter sometimes collectively referred to as the "Buntingtree Condominium"); and

WHEREAS, Grantor has heretofore submitted Phase No. 1 Parcel of said Buntingtree Condominium together with the improvements thereon constructed, to the provisions of Chapter 5311 of the Ohio Revised Code (said Chapter 5311 being hereinafter referred to as the "Condominium Act") as Condominium Property by filing the Declaration of Condominium Ownership for Buntingtree Condominium (hereinafter referred to as the "Declaration"), together with the By-Laws attached thereto (Exhibit "C"), the Sketch to Accompany Declaration Legal Description (Exhibit "A-1"), the Percentage of Interest in Common Areas and Facilities (Exhibit "B"), Legal Description of Phase Nos. 1, 2, 3, 4, 5, 6 and 7 Parcels (Exhibit "D", "E", "F", "G", "H", "I" and "J", respectively) and the Management Agreement (Exhibit "K"), which was recorded January 23, 1978 in Volume 14664, Page 1, et seq., of Cuyahoga County Records, and the Drawings (Exhibit "A") recorded simultaneously in Volume 30, Pages 48 to 56, inclusive, of Condominium Map Records; and

WHEREAS, it is the desire of Grantor to submit Phase No. 2 Parcel of said Buntingtree Condominium, together with the improvements thereon constructed and hereinafter described, to the Condominium Act as Condominium Property; and

WHEREAS, pursuant to Article XVI, Article XVII and Article XVIII of the Declaration of Condominium Ownership for Buntingtree Condominium, Grantor has reserved the right to amend the Declaration of Ownership, the By-Laws and the Drawings, to submit said Phase No. 2 Parcel to the Condominium Act and thereby to make it in all respects part of the Condominium Property of Buntingtree Condominium;

NOW, THEREFORE, Grantor hereby submits Phase No. 2 Parcel (the legal description of which is set forth in the Declaration and also in Annex "A" attached hereto and hereby incorporated herein and made a part hereof) of said Buntingtree Condominium to the Condominium Act as Condominium Property and hereby declares:

1. The preamble to the Declaration is amended by making the following deletions, insertions and/or substitutions:

(a) By deleting from the third and fourth lines of the first "WHEREAS" paragraph on Page 1 the following, namely: "Phase No. 1 Parcel (hereinafter described in Exhibit "D" attached hereto and made a part hereof);", and by substituting therefor the following, namely: "Phase No. 1 and No. 2 Parcels (hereinafter described in Exhibits "D" and "E", respectively, attached hereto and made a part hereof);";

(b) By deleting from the first and second lines of the second "WHEREAS" paragraph on Page 1 the following, namely: "Phase No. 1 Parcel,", and by substituting therefor the following: "Phase No. 1 and No. 2 Parcels,";

(c) By deleting from the first, second and third lines of the third "WHEREAS" paragraph on Page 1 the following, namely: "Phase No. 2 to 7 Parcels, inclusive (hereinafter respectively described in Exhibits "E", "F", "G", "H", "I" and "J")", and by substituting therefor the following: "Phase Nos. 3 to 7 Parcels, inclusive (hereinafter respectively described in Exhibits "F", "G", "H", "I" and "J")"; and

(d) By deleting from the second line of the fourth "WHEREAS" paragraph on Page 1 the following, namely: "Phase Nos. 2 to 7 Parcels,", and by substituting therefor the following: "Phase Nos. 3 to 7 Parcels,".

2. Article I of the Declaration, entitled Definitions, is amended by making the following deletions, insertions and/or substitutions:

(a) By deleting from the third line of Paragraph (D) the following, namely: "Phase 1 Parcel", and by substituting therefor the following: "Phase No. 1 and No. 2 Parcels";

(b) By deleting from the fourth line of Paragraph (I) the following, namely: "Exhibit "D",", and by substituting therefor the following: "Exhibit "D" and "E",";

(c) By deleting from the second line of Paragraph (M) the following, namely: "Phase No. 1 Parcel,", and by substituting therefor the following: "Phase No. 1 and No. 2 Parcels,";

(d) By deleting from the sixth and seventh lines of Paragraph (M) the following, namely: "Phase Nos. 2 to 7 Parcels,", and by substituting therefor the following: "Phase Nos. 3 to 7 Parcels,";

(e) By deleting from the tenth and eleventh lines of Paragraph (P) the following, namely: "Drawings No. SA-1, SI-1, and A-1 through A-7, being nine (9) pages of Drawings," and by substituting therefor the following: "Drawings No. SA-1, SI-1, and A-1 through A-7, being nine (9) pages of Drawings, pertaining to Phase No. 1, and Drawings No. SA-2, SI-2, and A-1 through A-7, being nine (9) pages of Drawings, pertaining to Phase No 2,";

(f) By deleting from the third line of Paragraph (R) the following, namely: "Phase No. 1 Parcel", and by substituting therefor the following: "Phase No. 1 and No. 2 Parcels";

(g) By deleting from the second line of Paragraph (S) the following, namely: "Phase No. 1 Parcel," and by substituting therefor the following: "Phase No. 1 and No. 2 Parcels,";

(h) By deleting from the third and fourth lines of Paragraph (S) the following, namely: "Phase Nos. 2 to 7 Parcels," and by substituting therefor the following: "Phase Nos. 3 to 7 Parcels,";

(i) By deleting from the seventh line of Paragraph (S) the following, namely: "Phase No. 1 Parcel," and by substituting therefor the following: "Phase No. 1 and No. 2 Parcels,";

(j) By deleting from the first, second, third and fourth lines of Paragraph (AE) the following, namely: "such residential building or buildings as Grantor constructs, or causes to be constructed, on Phase No. 2 Parcel pursuant to Article XVI hereof:," and by substituting therefor the following: "the residential buildings constructed on Phase No. 2 Parcel.,"; and

(k) By deleting from the second and fifth lines, respectively, of Paragraph (AM) the following, namely: "Phase Nos. 2 to 7 Parcels," and by substituting therefor, respectively, the following: "Phase Nos. 3 to 7 Parcels,".

3. Article IV of the Declaration, entitled General Description of Condominium Property, is amended to be as follows:

"Until amended as provided in Article XVI hereof, the Condominium Property consists of the following:

(A) Phase No. 1 Parcel and Phase No. 1 Buildings and other improvements located thereon, including, without limitation (a) three (3) Hexaplexes containing a total of eighteen (18) Units and eighteen (18) attached Garages, and (b) four (4) Quadraplexes containing a total of sixteen (16) Units and sixteen (16) attached Garages, (an overall total of thirty-four (34) Units and thirty-four (34) attached Garages contained in the seven (7) Phase No. 1 Buildings, (c) together with all easements, rights and appurtenances belonging thereto, and (d) all articles of personal property existing thereon

for the common use of the Unit Owners. The Buildings are each two (2) stories in height with basements and attached garages and are constructed principally of concrete, cement block, brick and wood. The location, lay-out, dimensions and number of rooms in each of the Units and the Common Areas and Facilities are shown graphically on the Drawings.

(B) Phase No. 2 Parcel and Phase No. 2 Buildings and other improvements located thereon, including without limitation (a) four (4) Hexaplexes containing a total of twenty-four (24) Units and twenty-four (24) attached Garages, and (b) one (1) Quadraplex containing a total of four (4) Units and four (4) attached Garages, (an overall total of twenty-seven (27) Units and twenty-seven (27) attached Garages contained in the five (5) Phase No. 2 Buildings), (c) together with all easements, rights and appurtenances belonging thereto, and (d) all articles of personal property existing thereon for the common use of the Unit Owners. The Buildings are each two (2) stories in height with basements and attached garages and are constructed principally of concrete, cement block, brick and wood. The location, lay-out, dimensions and number of rooms in each of the Units and the Common Areas and Facilities are shown graphically on the Drawings.

(C) The Buildings are twelve (12) two-story, residential buildings with basements and one (1) car attached garages. Building Nos. 1, 2, 6, 9, 10, 11 and 12 are Hexaplexes, and Building Nos. 3, 4, 5, 7 and 8 are Quadraplexes. The Buildings are of frame construction with wood siding exterior, a poured concrete and/or cement block basement, aluminum framed windows, asphalt shingle roofs, wood floor joists and wall studs, and drywall, with double-walled construction between Units. Each of the Buildings has patios in the rear, wooden decks with wooden steps in the front, concrete private walks in the front, privacy fences between Units in the rear, and single car garages attached thereto (which are of like construction as the remaining part of the Buildings). Building Nos. 1, 2 and 12, and two (2) Units in Building No. 3 have walk-out basements and balconies. The exact number and location of the patios, wooden decks and steps, concrete private walk, privacy fences, garages, walk-out basements and balconies are as shown on the Drawings.

(D) Each of the Buildings is designated by number, contains side by side two-story-with-basement-and-attached-garage Units, and each of the Units has a postal mailing address. The Building number, the Units contained therein, and the postal mailing address of each Unit is designated as follows:

PHASE NO. 1

<u>Building Number</u>	<u>Unit Number</u>	<u>Mailing Address</u>
1	101	9500 Madison Lane, North Royalton, Ohio 44133
1	102	9496 Madison Lane, North Royalton, Ohio 44133
1	103	9492 Madison Lane, North Royalton, Ohio 44133
1	104	9488 Madison Lane, North Royalton, Ohio 44133
1	105	9484 Madison Lane, North Royalton, Ohio 44133
1	106	9480 Madison Lane, North Royalton, Ohio 44133
2	107	9476 Madison Lane, North Royalton, Ohio 44133
2	108	9472 Madison Lane, North Royalton, Ohio 44133
2	109	9468 Madison Lane, North Royalton, Ohio 44133
2	110	9464 Madison Lane, North Royalton, Ohio 44133
2	111	9460 Madison Lane, North Royalton, Ohio 44133
2	112	9456 Madison Lane, North Royalton, Ohio 44133
3	113	9452 Madison Lane, North Royalton, Ohio 44133
3	114	9448 Madison Lane, North Royalton, Ohio 44133
3	115	9444 Madison Lane, North Royalton, Ohio 44133
3	116	9440 Madison Lane, North Royalton, Ohio 44133
4	117	9431 Madison Lane, North Royalton, Ohio 44133
4	118	9435 Madison Lane, North Royalton, Ohio 44133
4	119	9439 Madison Lane, North Royalton, Ohio 44133
4	120	9443 Madison Lane, North Royalton, Ohio 44133
5	121	9447 Madison Lane, North Royalton, Ohio 44133
5	122	9451 Madison Lane, North Royalton, Ohio 44133
5	123	9455 Madison Lane, North Royalton, Ohio 44133
5	124	9459 Madison Lane, North Royalton, Ohio 44133
6	125	9463 Madison Lane, North Royalton, Ohio 44133
6	126	9467 Madison Lane, North Royalton, Ohio 44133
6	127	9471 Madison Lane, North Royalton, Ohio 44133
6	128	9475 Madison Lane, North Royalton, Ohio 44133
6	129	9479 Madison Lane, North Royalton, Ohio 44133
6	130	9483 Madison Lane, North Royalton, Ohio 44133
7	131	9487 Madison Lane, North Royalton, Ohio 44133
7	132	9491 Madison Lane, North Royalton, Ohio 44133
7	133	9495 Madison Lane, North Royalton, Ohio 44133
7	134	9499 Madison Lane, North Royalton, Ohio 44133

PHASE NO. 2

<u>Building Number</u>	<u>Unit Number</u>	<u>Mailing Address</u>
8	201	9500 Langdon Lane, North Royalton, Ohio 44133
8	202	9496 Langdon Lane, North Royalton, Ohio 44133
8	203	9492 Langdon Lane, North Royalton, Ohio 44133
8	204	9488 Langdon Lane, North Royalton, Ohio 44133
9	205	9407 Langdon Lane, North Royalton, Ohio 44133
9	206	9411 Langdon Lane, North Royalton, Ohio 44133
9	207	9415 Langdon Lane, North Royalton, Ohio 44133
9	208	9419 Langdon Lane, North Royalton, Ohio 44133
9	209	9423 Langdon Lane, North Royalton, Ohio 44133
9	210	9427 Langdon Lane, North Royalton, Ohio 44133
10	211	9431 Langdon Lane, North Royalton, Ohio 44133
10	212	9435 Langdon Lane, North Royalton, Ohio 44133
10	213	9439 Langdon Lane, North Royalton, Ohio 44133
10	214	9443 Langdon Lane, North Royalton, Ohio 44133
10	215	9447 Langdon Lane, North Royalton, Ohio 44133
10	216	9451 Langdon Lane, North Royalton, Ohio 44133
11	217	9455 Langdon Lane, North Royalton, Ohio 44133
11	218	9459 Langdon Lane, North Royalton, Ohio 44133
11	219	9463 Langdon Lane, North Royalton, Ohio 44133
11	220	9467 Langdon Lane, North Royalton, Ohio 44133
11	221	9471 Langdon Lane, North Royalton, Ohio 44133
11	222	9475 Langdon Lane, North Royalton, Ohio 44133
12	223	9479 Langdon Lane, North Royalton, Ohio 44133
12	224	9483 Langdon Lane, North Royalton, Ohio 44133
12	225	9487 Langdon Lane, North Royalton, Ohio 44133
12	226	9491 Langdon Lane, North Royalton, Ohio 44133
12	227	9495 Langdon Lane, North Royalton, Ohio 44133
12	228	9499 Langdon Lane, North Royalton, Ohio 44133

4. Article V of the Declaration, entitled Description of Units, is amended by making the following deletions, insertions and/or substitutions:

(a) By deleting from Page 8, line 1, the following, namely: "thirty-four (34) Units comprised in the Phase No. 1", and by substituting therefor the following: "sixty-two (62) Units comprised in the Phase No. 1 and No. 2";

(b) By deleting from the first line of Paragraph (bb) the following, namely: "Phase No. 1", and by substituting therefor the following: "Phase No. 1 and No. 2".



PHASE NO. 4-A

<u>Building Number</u>	<u>Unit Number</u>	<u>Mailing Address</u>
21	407	9397 Bassett Lane, North Royalton, Ohio 44133
21	408	9393 Bassett Lane, North Royalton, Ohio 44133
21	409	9389 Bassett Lane, North Royalton, Ohio 44133
21	410	9385 Bassett Lane, North Royalton, Ohio 44133
22	411	9386 Bassett Lane, North Royalton, Ohio 44133
22	412	9390 Bassett Lane, North Royalton, Ohio 44133
22	413	9394 Bassett Lane, North Royalton, Ohio 44133
22	414	9398 Bassett Lane, North Royalton, Ohio 44133
23	415	9404 Bassett Lane, North Royalton, Ohio 44133
23	416	9408 Bassett Lane, North Royalton, Ohio 44133
23	417	9412 Bassett Lane, North Royalton, Ohio 44133
23	418	9416 Bassett Lane, North Royalton, Ohio 44133
23	419	9420 Bassett Lane, North Royalton, Ohio 44133
23	420	9424 Bassett Lane, North Royalton, Ohio 44133

C. Article V of the Declaration, entitled DESCRIPTION OF UNITS, is further amended by making the following deletions, insertions and/or substitutions:

(1) By deleting the previous amendment to Page 8, line 1, namely, the following: "sixty-two (62) Units comprised in the Phase No. 1 and No. 2", and by substituting therefor the following: "seventy-six (76) Units comprised in the Phase No. 1, No. 2 and No. 4-A"; and

(2) By deleting the previous amendment to the first line of Paragraph (bb), namely the following: "Phase No. 1 and No. 2", and by substituting therefor the following: "Phase No. 1, No. 2 and No. 4-A".

D. Article VI of the Declaration, entitled COMMON AREAS AND FACILITIES, is further amended by making the following deletions, insertions and/or substitutions:

(1) By deleting the previous amendment to Subparagraph A(1), line 3, namely, the following: "Phase No. 1 and No. 2", and by substituting therefor the following: "Phase No. 1, No. 2 and No. 4-A";

(2) By deleting the previous amendment to Subparagraph A(9), line 3, namely, the following: "Phase No. 1 and No. 2 Parcels", and by substituting therefor the following: "Phase No. 1, No. 2 and No. 4-A Parcels";

5. Article VI of the Declaration, entitled Common Areas and Facilities, is amended by making the following deletions, insertions and/or substitutions:

(a) By deleting from Subparagraph A(1), line 3, the following, namely: "Phase No. 1", and by substituting therefor the following: "Phase No. 1 and No. 2";

(b) By deleting from Subparagraph A(9), line 3, the following, namely: "Phase No. 1 Parcel;", and by substituting therefor the following: "Phase No. 1 and No. 2 Parcels;"; and

(c) By deleting from Subparagraph A(10), line 1, the following, namely: "Phase No. 1", and by substituting therefor the following: "Phase No. 1 and No. 2"; and

(d) By deleting from Paragraph D., line 5, the following, namely: "Phase No. 1 Parcel", and by substituting therefor the following: "Phase No. 1 and No. 2 Parcels".

6. Article X of the Declaration, entitled Easements, is amended by making the following deletions, insertions and/or substitutions:

(a) By deleting from Paragraph C., line 8, the following, namely: "Phase No. 1 Parcel", and by substituting therefor the following: "Phase No. 1 and No. 2 Parcels";

(b) By deleting from Paragraph C., line 9, the following, namely: "Phase Nos. 2 to 7 Parcels", and by substituting therefor the following: "Phase Nos. 3 to 7 Parcels";

(c) By deleting from Paragraph D., lines 2 and 3, the following, namely: "Phase No. 1 Parcel", and by substituting therefor the following: "Phase No. 1 and No. 2 Parcels";

(d) By deleting from Paragraph D., line 3, the following, namely: "Phase Nos. 2 to 7 Parcels,", and by substituting therefor the following: "Phase Nos. 3 to 7 Parcels,";

(e) By deleting from Paragraph D., line 5, the following, namely: "Phase Nos. 2 to 7 Parcels,", and by substituting therefor the following: "Phase Nos. 3 to 7 Parcels,"; and

(f) By deleting from Paragraph D., line 8, the following, namely: "Phase Nos. 2 to 7 Parcels,", and by substituting therefor the following: "Phase Nos. 3 to 7 Parcels,".

7. Article XVI of the Declaration, entitled Additions to Condominium Property, is amended by making the following deletions, insertions and/or substitutions:

(a) By deleting from Paragraph A., line 2 on Page 46, the following, namely: "Phase Nos. 2 to 7 Parcels," and by substituting therefor the following: "Phase Nos. 3 to 7 Parcels,";

(b) By deleting from Paragraph A., lines 5 and 6 on Page 46, the following, namely: "Phase No. 1 Parcel," and by substituting therefor the following: "Phase No. 1 and No. 2 Parcels,";

(c) By deleting from Paragraph A., lines 8 and 9 on Page 46, the following, namely: "phase Nos. 2 to 7 Parcels," and by substituting therefor the following: "Phase Nos. 3 to 7 Parcels,";

(d) By deleting from Paragraph A., line 6 on Page 47, the following, namely: "Phase No. 1 Buildings", and by substituting therefor the following: "Phase No. 1 and No. 2 Buildings";

(e) By deleting from Paragraph B. the title, namely: "DEVELOPMENT OF PHASE NOS. 2, 3, 4, 5, 6 AND 7 PARCELS", and by substituting therefor the following: "DEVELOPMENT OF PHASE NOS. 3, 4, 5, 6 AND 7 PARCELS";

(f) By deleting from Paragraph B., line 5 on Page 47, the following, namely: "Phase Nos. 2 to 7 Parcels," and by substituting therefor the following: "Phase Nos. 3 to 7 Parcels,";

(g) By deleting from Paragraph B., lines 9 and 10 on Page 47, the following, namely: "Phase Nos. 2 to 7 Parcels," and by substituting therefor the following: "Phase Nos. 3 to 7 Parcels,";

(h) By deleting from Paragraph B., line 12 on Page 47, the following, namely: "Phase No. 1 Parcel:", and by substituting therefor the following: "Phase No. 1 and No. 2 Parcels:";

(i) By deleting from Subparagraph B.(1), lines 1 and 2, the following, namely: "Phase Nos. 2 to 7 Parcels," and by substituting therefor the following: "Phase Nos. 3 to 7 parcels,";

(j) By deleting from Subparagraph B.(1), line 6, the following, namely: "Phase Nos. 2 to 7 Parcels," and by substituting therefor the following: "Phase Nos. 3 to 7 Parcels,";

(k) By deleting from Subparagraph B.(2), line 3, the following, namely: "Phase Nos. 2 to 7," and by substituting therefor the following: "Phase Nos. 3 to 7 Parcels,";

(l) By deleting from Subparagraph B.(2), line 7, the following, namely: "Phase No. 1 Buildings," and by substituting therefor the following: "Phase No. 1 and No. 2 Buildings,";

(m) By deleting from Subparagraph B.(2), line 9, the following, namely: "Phase No. 1 Buildings," and by substituting therefor the following: "Phase No. 1 and No. 2 Buildings,";

(n) By deleting from Subparagraph B.(3), lines 1 and 2, the following, namely: "Three Hundred (300)", and by substituting therefor the following: "Two Hundred Seventy-Five (275)";

(o) By deleting from Subparagraph B.(3), line 2, the following, namely: "Phase Nos. 2 to 7 Parcel," and by substituting therefor the following: "Phase Nos. 3 to 7 Parcels,";

(p) By deleting from Subparagraph B.(4), lines 2 and 3, the following, namely: "Phase Nos. 2 to 7, Parcels," and by substituting therefor the following: "Phase Nos. 3 to 7 Parcels,";

(q) By deleting from Subparagraph B.(4), line 5, the following, namely: "Phase Nos. 2 to 7 Parcels," and by substituting therefor the following: "Phase Nos. 3 to 7 Parcels,";

(r) By deleting from Subparagraph B.(4), lines 13 and 14, the following, namely: "Phase Nos. 2 to 7 Parcels," and by substituting therefor the following: "Phase Nos. 3 to 7 Parcels,";

(s) By deleting from Subparagraph B.(4), lines 14 and 15, the following, namely: "Phase Nos. 2 to 7 Parcels," and by substituting therefor the following: "Phase Nos. 3 to 7 Parcels,";

(t) By deleting from Subparagraph B.(5), line 4, the following, namely: "Phase Nos. 2 to 7 Parcels," and by substituting therefor the following: "Phase Nos. 3 to 7 Parcels,";

(u) By deleting from Paragraph C., line 6 on Page 48, the following, namely: "Phase Nos. 2 to 7 Parcels," and by substituting therefor the following: "Phase Nos. 3 to 7 Parcels,";

(v) By deleting from Paragraph C., lines 3 and 4, on Page 49, the following, namely: "Phase Nos. 2 to 7 Parcels," and by substituting therefor the following: "Phase Nos. 3 to 7 Parcels,"; and

(w) By deleting from paragraph F., line 10, the following, namely: "Phase Nos. 2 to 7 Parcels," and by substituting therefor the following: "Phase Nos. 3 to 7 Parcels,".

8. Article XVII of the Declaration, entitled Amendments, is amended by making the following deletions, insertions and/or substitutions:

(a) By deleting from Subparagraph A.(2), line 9 on Page 52, the following, namely: "Phase No. 1 Parcel.", and by substituting therefor the following: "Phase No. 1 and No. 2 Parcels.";

(b) By deleting from Subparagraph A.(2), line 12 on Page 52, the following, namely: "Phase No. 1 Parcel.", and by substituting therefor the following: "Phase No. 1 and No. 2 Parcels,";

(c) By deleting from Subparagraph A.(2), line 7 on Page 53, the following, namely: "Phase No. 1 Parcel", and by substituting therefor the following: "Phase No. 1 and No. 2 Parcels"; and

(d) By deleting from Subparagraph A.(2), line 35 on Page 53, the following, namely: "Phase No. 1 Parcel.", and by substituting therefor the following: "Phase No. 1 and No. 2 Parcels,".

9. Article XVIII of the Declaration, entitled Town House and Multi-Story Common Areas and Facilities, is amended by deleting from Paragraph A., line 3 on Page 55, the following, namely: "Phase Nos. 2 to 7 Parcels,", and substituting therefor the following: "Phase Nos: 3 to 7 Parcels,".

10. Article XIX of the Declaration, entitled Cooperative Common Property and Facilities, is amended by making the following deletions, insertions and/or substitutions:

(a) By deleting from line 2 thereof, appearing on Page 57, the following, namely: "Phase Nos. 2 to 7 Parcels,", and by substituting therefor the following: "Phase Nos. 3 to 7 Parcels,";

(b) By deleting from line 10 thereof, appearing on Page 58, the following, namely: "the Phase 1 Parcel", and by substituting therefor the following: "Phase No. 1 and No. 2 Parcels";

(c) By deleting from line 11 thereof, appearing on Page 58, the following, namely: "Phase Nos. 2 to 7 Parcels,", and by substituting therefor the following: "Phase Nos. 3 to 7 Parcels,"; and

(d) By deleting from Subparagraph (9), line 4, appearing on Page 60, the following, namely: "in Phase I", and by substituting therefor the following: "on the Phase No. 1 and No. 2 Parcels".

11. Article XXII of the Declaration, entitled Miscellaneous Provisions, is amended by making the following deletions, insertions and/or substitutions:

(a) By deleting from Paragraph A., line 2, the following, namely: "Phase No. 1 Parcel,", and by substituting therefor the following: "Phase No. 1 and No. 2 Parcels,"; and

(b) By deleting from Paragraph A., line 3, the following, namely: "Phase Nos. 2 to 7 Parcels,", and by substituting therefor the following: "Phase Nos. 3 to 7 Parcels,".

12. Article II of the By-Laws, entitled Board of Managers, is amended by making the following deletions, insertions and/or substitutions:

(a) By deleting from Section 1., line 13 appearing on Page 5, the following, namely: "Phase Nos. 2 to 7 Parcels," and by substituting therefor the following: "Phase Nos. 3 to 7 Parcels,";

(b) By deleting from Section 2., lines 5 and 6 appearing on Page 5, the following, namely: "Phase Nos. 2 to 7 Parcels," and by substituting therefor the following: "Phase Nos. 3 to 7 Parcels,";

(c) By deleting from Section 2, lines 9 and 10 appearing on Page 5, the following, namely: "Phase 1 Parcel Buildings", and by substituting therefor the following: "Phase No. 1 and No. 2 Buildings";

(d) By deleting from Section 2, line 10 appearing on Page 5, the following, namely: "Phase Nos. 2 to 7 Parcels," and by substituting therefor the following: "Phase Nos. 3 to 7 Parcels,";

(e) By deleting from Section 2, lines 14 and 15 appearing on Page 6, the following, namely: "Phase Nos. 2 to 7 Townhouse Units," and by substituting therefor the following: "Phase Nos. 3 to 7 Townhouse Units,";

(f) By deleting from Section 2, lines 17 and 18 appearing on Page 6, the following, namely: "Phase Nos. 2 to 7 Townhouse Units," and by substituting therefor the following: "Phase Nos. 3 to 7 Townhouse Units,"; and

(g) By deleting from Section 2, line 19 appearing on Page 6, the following, namely: "Phase Nos. 2 to 7 Townhouse Units," and by substituting therefor the following: "Phase Nos. 3 to 7 Townhouse Units,".

13. This Amendment to the Declaration, together with the Amended Drawings attached as Exhibit "A" hereto, the amendment to the Percentage of Interest in Common Areas and Facilities attached as Exhibit "B" hereto, the amendments to the By-Laws (Exhibit "C") contained herein and the other amended Exhibits attached hereto, shall and do hereby amend and modify, effective as of the filing for record of this instrument, the specific items and/or provisions of the declaration and/or By-Laws as is set forth hereinabove, together with the Exhibit "A", Exhibit "B" and the other Exhibits attached to the Declaration; and, in addition to the items, provisions, Articles, Sections, Subparagraphs, Drawings and/or Sheets specifically mentioned hereinabove, this Amendment to the Declaration and said Amended Drawings, amendments to the By-Laws and other amended Exhibits shall and do hereby amend and modify any and all other items, provisions, Articles, Sections, Subparagraphs, Drawings and/or Sheets of the Declaration and/or the Drawings and/or By-Laws and/or

other Exhibits attached as Exhibits thereto, which shall be affected by any and all of said specific amendments and/or modifications in order to effectuate this Amendment to the Declaration and the purposes thereof. All references in the Declaration and/or herein to the "Declaration", "By-Laws", "Drawings" and/or other Exhibits shall be deemed to be references to the "Declaration", "By-Laws", "Drawings" and/or other "Exhibits" as amended hereby.

Anything to the contrary contained herein notwithstanding, except as expressly modified by this Amendment to add Phase No. 2 Parcel, the Declaration is and continues to be in full force and effect and fully applicable to the former Condominium Property and to all property added by this Amendment.

IN WITNESS WHEREOF, the said YORK-RIDGE DEVELOPMENT COMPANY, the "Grantor" as aforesaid, has caused this instrument to be executed by its General Partners, and by execution of this instrument the Grantor certifies and states, after first having been duly sworn according to law, that a copy of the within Amendment has been mailed to all Unit Owners and all first mortgagees having bona fide liens of record against Ownership Interest, on this 13 day of February, 1978, at Cleveland, Ohio, all pursuant to and in accordance with the Declaration, and particularly Article XVI thereof.

In the Presence of:

Perry Tamba

Dekkie Jenick

Lola Corrigan

Mary H. Albert

YORK-RIDGE DEVELOPMENT COMPANY  
(an Ohio General Partnership)

By: SUNRISE DEVELOPMENT CO.,  
(an Ohio Corporation)

By Sam H. Miller  
Sam H. Miller, Vice President

AND: K & Z DEVELOPMENT  
(an Ohio Limited Partnership)

BY: ITS GENERAL PARTNER,  
ZAREMBA PROPERTIES WEST CO.,  
(an Ohio Corporation)

By Walter A. Zarembo  
Walter A. Zarembo, President

AUTHORIZED PARTNERS OF YORK-RIDGE  
DEVELOPMENT COMPANY

STATE OF OHIO )  
 ) ss.  
COUNTY OF CUYAHOGA )

BEFORE ME, a Notary Public, in and for said County and State, this day personally appeared YORK-RIDGE DEVELOPMENT COMPANY, an Ohio Partnership, by SUNRISE DEVELOPMENT CO., an Ohio Corporation, by Sam H. Miller its Vice President, and K & Z DEVELOPMENT, an Ohio Limited Partnership, by ITS GENERAL PARTNER, ZAREMBA PROPERTIES WEST CO., an Ohio Corporation, by Walter A. Zaremba its President, who executed the above instrument and acknowledged that they did examine and read the same, and that they did sign it, and that such signing was their free act and deed in the capacities indicated by their signatures and designations.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed my official seal at Cleveland, Ohio, this 13 day of February, 1977.

*Margery H. Cadaret*  
\_\_\_\_\_  
NOTARY PUBLIC

MARGERY H. CADARET, Notary Public  
State of Ohio, Cuyahoga County  
My commission expires Aug. 23, 1982

THIS INSTRUMENT PREPARED BY:  
Gerald I. Arnson, Esq.  
1300 Bond Court Building  
1300 East Ninth Street  
Cleveland, Ohio 44114  
(216) 696-3311



ANNEX "A"

Attached to and being part of  
Amendment to the Declaration of Condominium Ownership  
for Buntingtree Condominium

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The legal description of Phase No. 2 Parcel is as follows:

Situated in the City of North Royalton, County of Cuyahoga and State of Ohio and known as being part of Original Royalton Township Section No. 9, being further described as follows:

Beginning in the Easterly line of York Road, 60 feet wide, at its intersection with the Northerly line of land conveyed to Michael F. and Anna C. Cahill by deed recorded in Volume 8414, Page 119 of Cuyahoga County Deed Records;

Thence from said place of beginning North 4° 09' 29" West, along said Easterly line of York Road, 297.01 feet to a point therein;

Thence Northeasterly, 33.16 feet along the arc of a circle deflecting to the right, said arc having a radius of 20.00 feet and a chord which bears North 43° 20' 17" East, 29.49 feet to a point of tangency;

Thence South 89° 09' 57" East, 216.14 feet to a point;

Thence North 81° 51' 40" East, 96.18 feet to a point;

Thence South 89° 09' 57" East, 324.68 feet to a point;

Thence South 0° 50' 03" West, 332.63 feet to a point in said Northerly line of land conveyed to Michael F. and Anna C. Cahill;

Thence North 89° 09' 57" West, along said Northerly line of land conveyed to Michael F. and Anna C. Cahill, 629.89 feet to the place of beginning and containing 4.8199 Acres of land, be the same more or less, but subject to all legal highways.

AMENDED EXHIBIT "B"

PERCENTAGE OF INTEREST IN COMMON AREAS AND FACILITIES

PHASE 1

<u>Unit No.</u>	<u>Building No.</u>	<u>Percentage of Interest</u>
	<u>Building No. 1</u>	
101		01.715886875
102		01.654490000
103		01.654490000
104		01.654490000
105		01.654490000
106		01.715886875
	<u>Building No. 2</u>	
107		01.715886875
108		01.654490000
109		01.654490000
110		01.654490000
111		01.654490000
112		01.715886875
	<u>Building No. 3</u>	
113		01.623790000
114		01.562406875
115		01.562406875
116		01.623790000
	<u>Building No. 4</u>	
117		01.623790000
118		01.562406875
119		01.562406875
120		01.623790000
	<u>Building No. 5</u>	
121		01.623790000
122		01.562406875
123		01.562406875
124		01.623790000
	<u>Building No. 6</u>	
125		01.623790000
126		01.562406875
127		01.562406875
128		01.562406875
129		01.562406875
130		01.623790000
	<u>Building No. 7</u>	
131		01.623790000
132		01.562406875
133		01.562406875
134		01.623790000

AMENDED EXHIBIT "B"

PERCENTAGE OF INTEREST IN COMMON AREAS AND FACILITIES

PHASE 2

Unit No.                      Percentage of Interest

Building No. 8

201	01.623790000
202	01.562406875
203	01.562406875
204	01.623790000

Building No. 9

205	01.623790000
206	01.562406875
207	01.562406875
208	01.562406875
209	01.562406875
210	01.623790000

Building No. 10

211	01.623790000
212	01.562406875
213	01.562406875
214	01.562406875
215	01.562406875
216	01.623790000

Building No. 11

217	01.623790000
218	01.562406875
219	01.562406875
220	01.562406875
221	01.562406875
222	01.623790000

Building No. 12

223	01.715886875
224	01.654490000
225	01.654490000
226	01.654490000
227	01.654490000
228	01.715886875

CONFORMED COPY

Amendment to the Declaration of Condominium  
Ownership recorded in Volume 14897, Page 915,  
et seq., Cuyahoga County Records, January 24, 1979.

SECOND AMENDMENT TO THE  
DECLARATION OF CONDOMINIUM OWNERSHIP

FOR  
BUNTINGTREE CONDOMINIUM

This will certify that a copy of this Amendment to the  
Declaration was filed in the Office of the County  
Auditor, Cuyahoga County, Ohio, on Jan. 24,  
19 79.

COUNTY AUDITOR

By Dianne Berry  
Chief Deputy

This instrument prepared by:  
Gerald I. Arnson  
Attorney at Law  
1300 Bond Court Building  
1300 East Ninth Street  
Cleveland, Ohio 44114  
(216) 696-3311

RECEIVED

JAN 24 1979

CUYAHOGA COUNTY AUDITOR  
ASSESSMENT DEPARTMENT

SECOND AMENDMENT TO THE  
DECLARATION OF CONDOMINIUM OWNERSHIP FOR  
BUNTINGTREE CONDOMINIUM

WHEREAS, YORK-RIDGE DEVELOPMENT COMPANY, (hereinafter, and in the Declaration identified below, referred to as the "Grantor") is the owner in fee simple of the real property hereinbelow described as "Phase No. 1 Parcel", and the owner of the real property hereinbelow described as "Phase No. 2 Parcel", (said Phase Nos. 1 and 2 Parcels hereinafter sometimes collectively referred to as the "Buntingtree Condominium"); and

WHEREAS, Grantor has heretofore submitted Phase No. 1 Parcel of said Buntingtree Condominium together with the improvements thereon constructed, to the provisions of Chapter 5311 of the Ohio Revised Code (said Chapter 5311 being hereinafter referred to as the "Condominium Act") as Condominium Property by filing the Declaration of Condominium Ownership for Buntingtree Condominium (hereinafter referred to as the "Declaration"), together with the By-Laws attached thereto (Exhibit "C"), the Sketch to Accompany Declaration Legal Description (Exhibit "A-1"), the Percentage of Interest in Common Areas and Facilities (Exhibit "B"), Legal Description of Phase Nos. 1, 2, 3, 4, 5, 6 and 7 Parcels (Exhibit "D", "E", "F", "G", "H", "I" and "J", respectively) and the Management Agreement (Exhibit "K"), which was recorded January 23, 1978 in Volume 14664, Page 1, et seq., of Cuyahoga County Records, and the Drawings (Exhibit "A") recorded simultaneously in Volume 30, Pages 48 to 56, inclusive, of Condominium Map Records; and

WHEREAS, Grantor has also heretofore submitted Phase No. 2 Parcel of said Buntingtree Condominium together with improvements thereon constructed, to the Condominium Act as Condominium Property by filing an instrument entitled "Amendment to The Declaration of Condominium Ownership" (hereinafter referred to as the "First Amendment"), together with the legal description of Phase No. 2 Parcel (Annex "A") and the Percentage of Interest in Common Areas and Facilities (amended Exhibit "B"), which was recorded May 5, 1978 in Volume 14696, Page 535, et seq., of Cuyahoga County Records, and the Drawings (Exhibit "A") as amended, were recorded simultaneously in Volume 31, Pages 27 to 35, inclusive, of Condominium Map Records; and

WHEREAS, there was an inadvertent omission of certain words that should have been part of the language set forth in Paragraph A. of Article XVI of the Declaration, and there was an incorrect Exhibit reference inadvertently made in Paragraph C. of Article XVI of the Declaration, and the Grantor desires to correct said inadvertent errors by executing for such purpose this Second Amendment to the Declaration of Condominium Ownership and causing the same to be filed with the Recorder of Cuyahoga County; and

WHEREAS, pursuant to Article XVI, Article XVII and Article XVIII of the Declaration of Condominium Ownership for Buntingtree Condominium, Grantor has reserved unto itself the right to amend the Declaration of Ownership, the By-Laws and the Drawings;

NOW, THEREFORE, Grantor hereby declares:

1. Article XVI of the Declaration, entitled ADDITIONS TO CONDOMINIUM PROPERTY, is amended by making the following deletions, insertions and/or substitutions:

(a) Paragraph A is amended to be as follows:

"A. GENERAL

Grantor contemplates that it may construct certain residential structures and other improvements on Phase Nos. 3 to 7 Parcels, inclusive, or any one or more of said Parcels, or any portion thereof, said structures and improvements to be substantially similar to the residential structures and improvements constructed on Phase Nos. 1 and 2 Parcels, or one, one and one-half, or two-story townhouse residential buildings and other improvements, and multi-story residential buildings and other improvements, and submit said Phase Nos. 3 to 7 Parcels, inclusive, or any one or more of said Phase Parcels, or any portion thereof, together with all residential structures and other improvements now or hereafter constructed thereon, all easements, rights and appurtenances belonging thereto, and all articles of personal property existing for the common use of the Unit Owners to the provisions of this Declaration and Chapter 5311 so that the same will become in all respects Condominium property under this Declaration. If, when, and as said Phase Nos. 3 to 7 Parcels, inclusive, or any one or more of said Parcels, together with all residential structures and other improvements now or hereafter constructed thereon, all easements, rights and appurtenances belonging thereto, and all articles of personal property existing for the common use of the Unit Owners are added to this Condominium by Grantor as hereinafter provided, Grantor shall declare a new percentage of interest of each Unit in the former and added Common Areas and Facilities which percentage of interest shall be in the proportion that the fair value of the Unit at the date the amendment is filed for record bears to the then aggregate value of all the Units having an interest in such Common Areas and Facilities. The percentage of interest of each Unit in the Association for voting purposes, for the distribution of Common Profits, for the assessment and payment of Common Expenses, and for all other purposes would become the new percentage of interest declared by Grantor as aforesaid. The allocation made by Grantor would and shall be conclusive and binding upon all Unit Owners, but, unless otherwise required by law, any new percentages of interest declared by Grantor for the respective Units comprised in the Phase No. 1 and No. 2 Buildings shall not exceed the respective percentages of interest specified in Exhibit "B" hereof for such Units."

(b) By deleting from Paragraph C., Line 16 on Page 49, the following, namely: "Exhibit 'C'", and by substituting therefor the following: "Exhibit 'B'".

2. This Amendment to the Declaration shall and does hereby amend and modify, effective as of the filing for record of this instrument, the specific items and/or provisions of the Declaration and/or By-Laws as is set forth hereinabove, together with the Exhibit "A", Exhibit "B" and the other Exhibits attached to the Declaration; and, in addition to the items, provisions, Articles, Sections, Paragraphs, Drawings and/or Sheets specifically mentioned hereinabove, this Amendment to the Declaration shall and does hereby amend and modify any and all other items, provisions, Articles, Sections, Paragraphs, Drawings and/or Sheets of the Declaration and/or the Drawings and/or By-Laws and/or other Exhibits attached as Exhibits thereto, which shall be affected by any and all of said specific amendments and/or modifications in order to effectuate this Amendment to the Declaration and the purposes thereof. All references in the Declaration and/or herein to the "Declaration", "By-Laws", "Drawings" and/or other Exhibits shall be deemed to be references to the "Declaration", "By-Laws", "Drawings" and/or other "Exhibits" as amended hereby.

Anything to the contrary contained herein notwithstanding, except as expressly modified by this Amendment to correct the inadvertent omission of certain words and incorrect referencing of an Exhibit in Article XVI of the Declaration, the Declaration is and continues to be in full force and effect and fully applicable to the former Condominium Property and to all property added by any Amendment thereto.

IN WITNESS WHEREOF, the said YORK-RIDGE DEVELOPMENT COMPANY, the "Grantor" as aforesaid, has caused this instrument to be executed by its General Partners, and by execution of this instrument the Grantor certifies and states, after first having been duly sworn according to law, that a copy of the within Amendment has been mailed to all Unit Owners and all first mortgagees having bona fide liens of record against Ownership Interest, on this 25<sup>th</sup> day of January, 1979, at Cleveland, Ohio, all pursuant to and in accordance with the Declaration, and particularly Article XVI thereof.

In the Presence of:  
Norma Finch  
Margaret H. Schaffer

Margaret H. Schaffer  
Lola Corrigan

YORK-RIDGE DEVELOPMENT COMPANY  
(an Ohio General Partnership)  
By: SUNRISE DEVELOPMENT CO.,  
(an Ohio corporation)  
By: [Signature]  
Sam H. Miller, Vice President  
AND: K & Z DEVELOPMENT  
(an Ohio Limited Partnership)  
BY: ITS GENERAL PARTNER,  
ZAREMBA PROPERTIES WEST CO.,  
(an Ohio corporation)  
By: [Signature]  
Walter A. Zarembo, President

AUTHORIZED PARTNERS OF YORK-RIDGE DEVELOPMENT COMPANY

STATE OF OHIO )  
 ) ss.  
COUNTY OF CUYAHOGA )

BEFORE ME, a Notary Public, in and for said County and State, this day personally appeared YORK-RIDGE DEVELOPMENT COMPANY, an Ohio Partnership, by SUNRISE DEVELOPMENT CO., an Ohio Corporation, by Sam H. Miller its Vice President, and K & Z DEVELOPMENT, an Ohio Limited Partnership, by ITS GENERAL PARTNER, ZAREMBA PROPERTIES WEST CO., an Ohio Corporation, by Walter A. Zarembo its President, who executed the above instrument and acknowledged that they did examine and read the same, and that they did sign it, and that such signing was their free act and deed in the capacities indicated by their signatures and designations.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed my official seal at Cleveland, Ohio, this 23 day of January, 1979.

*Margery H. Schaffer*  
NOTARY PUBLIC

MARGERY H. SCHAFFER, Notary Public  
State of Ohio, Cuyahoga County  
My commission expires Dec. 7, 1983

THIS INSTRUMENT PREPARED BY:  
Gerald I. Arnson, Esq.  
1300 Bond Court Building  
1300 East Ninth Street  
Cleveland, Ohio 44114  
(216) 696-3311



CONSENT OF MORTGAGEE

The undersigned, The Ohio Savings Association, an Ohio Corporation, is mortgagee of all or part of the Premises and the Condominium Property described in the within Amendment to the Declaration of Condominium Ownership for Buntingtree Condominium by virtue of Mortgage Deeds executed by York-Ridge Development Company, and recorded in Mortgage Records of The Recorder of Cuyahoga County in Volume 14339, Page 575, and Volume 14589, Page 75.

The undersigned hereby consents to the execution and delivery of the foregoing Second Amendment to the Declaration of Condominium Ownership and to the filing thereof in the Office of the County Recorder of Cuyahoga County, Ohio, and, further, subjects and subordinates said Mortgage Deed to the Declaration of Condominium Ownership and By-Laws, as amended, with Exhibits attached thereto, and to the provisions of Chapter 5311 of the Ohio Revised Code, to the extent that said Mortgage is a mortgage upon or affects part or all of the Premises and the Condominium Property.

Signed and acknowledged in the presence of:

THE OHIO SAVINGS ASSOCIATION, an Ohio corporation

Susan McInnes

By Robert M. Thomas  
Robert M. Thomas, Vice President

Nancy Aybold

By David C. Houghtlin  
David C. Houghtlin, Vice President

STATE OF OHIO            )  
                                  ) SS:  
COUNTY OF CUYAHOGA    )

BEFORE ME, a Notary Public in and for said County and State personally appeared Robert M. Thomas, the Vice President, and David C. Houghtlin, the Vice President of THE OHIO SAVINGS ASSOCIATION, who, having been first duly sworn acknowledged that they did execute the foregoing instrument and that the same was their free act and deed individually and as such officers and the free act and deed of said Company.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed my official seal at Cleveland, Ohio this 14th day of January, 1979.

Susan McInnes  
NOTARY PUBLIC  
Cleveland, Ohio

GI Acev  
12479

CONFORMED COPY

Amendment to the Declaration of Condominium  
Ownership recorded in Volume 15005, Page 929  
et seq., Cuyahoga County Records, February 6, 1979.

THIRD AMENDMENT TO THE  
DECLARATION OF CONDOMINIUM OWNERSHIP  
FOR  
BUNTINGTREE CONDOMINIUM

RECEIVED

CUYAHOGA COUNTY AUDITOR  
AMENDMENT DECLARATION

This will certify that a copy of this Amendment to the  
Declaration was filed in the Office of the County  
Auditor, Cuyahoga County, Ohio, on 6th Feb.  
1979.

COUNTY AUDITOR

By *Deanne Berry*  
~~Chief~~ Deputy

This instrument prepared by:  
Gerald I. Arnson  
Attorney at Law  
1300 Bond Court Building  
1300 East Ninth Street  
Cleveland, Ohio 44114  
(216) 696-3311

THIRD AMENDMENT TO THE  
DECLARATION OF CONDOMINIUM OWNERSHIP FOR  
BUNTINGTREE CONDOMINIUM

WHEREAS, YORK-RIDGE DEVELOPMENT COMPANY, (hereinafter, and in the Declaration identified below, referred to as the "Grantor") is the owner in fee simple of the real property hereinbelow described as "Phase No. 1 Parcel", and the owner of the real property hereinbelow described as "Phase No. 2 Parcel", (said Phase Nos. 1 and 2 Parcels hereinafter sometimes collectively referred to as the "Buntingtree Condominium"); and

WHEREAS, Grantor has heretofore submitted Phase No. 1 Parcel of said Buntingtree Condominium together with the improvements thereon constructed, to the provisions of Chapter 5311 of the Ohio Revised Code (said Chapter 5311 being hereinafter referred to as the "Condominium Act") as Condominium Property by filing the Declaration of Condominium Ownership for Buntingtree Condominium (hereinafter referred to as the "Declaration"), together with the By-Laws attached thereto (Exhibit "C"), the Sketch to Accompany Declaration Legal Description (Exhibit "A-1"), the Percentage of Interest in Common Areas and Facilities (Exhibit "B"), Legal Description of Phase Nos. 1, 2, 3, 4, 5, 6 and 7 Parcels (Exhibit "D", "E", "F", "G", "H", "I" and "J", respectively) and the Management Agreement (Exhibit "K"), which was recorded January 23, 1978 in Volume 14664, Page 1, et seq., of Cuyahoga County Records, and the Drawings (Exhibit "A") recorded simultaneously in Volume 30, Pages 48 to 56, inclusive, of Condominium Map Records; and

WHEREAS, Grantor has also heretofore submitted Phase No. 2 Parcel of said Buntingtree Condominium together with improvements thereon constructed, to the Condominium Act as Condominium Property by filing an instrument entitled "Amendment to The Declaration of Condominium Ownership" (hereinafter referred to as the "First Amendment"), together with the legal description of Phase No. 2 Parcel (Annex "A") and the Percentage of Interest in Common Areas and Facilities (amended Exhibit "B"), which was recorded May 5, 1978 in Volume 14696, Page 535, et seq., of Cuyahoga County Records, and the Drawings (Exhibit "A") as amended, were recorded simultaneously in Volume 31, Pages 27 to 35, inclusive, of Condominium Map Records; and

WHEREAS, Grantor has heretofore filed an instrument entitled "Second Amendment to the Declaration of Condominium Ownership for Buntingtree Condominium" (hereinafter referred to as the "Second Amendment"), with the Cuyahoga County Recorder and recorded January 24, 1979, in Volume 14897, Page 915, et seq., of Cuyahoga County

Records, which, among other things, amended the Declaration so as to correct the inadvertent omission of certain words that should have been part of the language set forth in Paragraph A. of Article XVI of the Declaration and an incorrect Exhibit reference inadvertently made in Paragraph C. of Article XVI of the Declaration; and

WHEREAS, there was an inadvertent inclusion of certain words in Paragraph B. of Article XVII of the Declaration that were never intended to be included therein, and Grantor desires to divide the Phase No. 3 Parcel into a Phase No. 3-A Parcel and a Phase No. 3-B Parcel, and the Grantor desires to divide the Phase No. 4 Parcel into a Phase No. 4-A Parcel and a Phase No. 4-B Parcel, and the Grantor desires to correct said inadvertent error and divide said Phase No. 3 Parcel and said Phase No. 4 Parcel, respectively, by executing for such purpose this Third Amendment to the Declaration of Condominium Ownership and causing the same to be filed with the Recorder of Cuyahoga County; and

WHEREAS, pursuant to Article XVI, Article XVII and Article XVIII of the Declaration of Condominium Ownership for Buntingtree Condominium, Grantor has reserved unto itself the right to amend the Declaration of Ownership, the By-Laws and the Drawings;

NOW, THEREFORE, Grantor hereby declares:

1. The Declaration, as amended by the First Amendment and the Second Amendment, is hereby further amended as follows:

A. The TABLE OF CONTENTS is amended by deleting from the title to ARTICLE XVI B. therein the following: "DEVELOPMENT OF PHASE NOS. 2, 3, 4, 5, 6 AND 7 PARCELS", and substituting therefor the following: "DEVELOPMENT OF PHASE NOS. 3-A, 3-B, 4-A, 4-B, 5, 6 AND 7 PARCELS".

B. The EXHIBITS portion of the TABLE OF CONTENTS is amended by making the following deletions, insertions and/or substitutions:

(1) By deleting "EXHIBIT "F"--LEGAL DESCRIPTION OF PHASE NO. 3 PARCEL", and substituting therefor the following: "EXHIBIT "F-1"--LEGAL DESCRIPTION OF PHASE NO. 3-A PARCEL", "EXHIBIT "F-2"--LEGAL DESCRIPTION OF PHASE NO. 3-B PARCEL";

(2) By deleting "EXHIBIT "G"--LEGAL DESCRIPTION OF PHASE NO. 4 PARCEL", and substituting therefor the following: "EXHIBIT "G-1"--LEGAL DESCRIPTION OF PHASE NO. 4-A PARCEL", "EXHIBIT "G-2"--LEGAL DESCRIPTION OF PHASE NO. 4-B PARCEL".

C. The preamble to the Declaration is amended by deleting from the third line of the third "WHEREAS" paragraph on Page 1 the following: "'F", "G", "H", "I" and "J")", and by substituting therefor the following: "'F-1", "F-2", "G-1", "G-2", "H", "I" and "J")".

D. Article I of the Declaration, entitled DEFINITIONS, is amended by making the following deletions, insertions and/or substitutions:

(1) By deleting the (punctuation) period from the end of Paragraph (I) and by substituting therefor the following: "; provided, however, that when and if an additional Phase or Phases are added to the Condominium Property pursuant to the provisions of Article XVI hereof, the term "Common Open Space" shall mean and include, in addition to such initial parking, playgrounds, open spaces, recreational facilities and the common facilities on the areas of Land that is part of the Condominium Property, the parking, playgrounds, open spaces, recreational facilities and other common facilities so added to the Condominium Property.";

(2) By deleting the (punctuation) period from the end of Paragraph (R) and by substituting therefor the following: "; provided, however, that when and if an additional Phase or Phases are added to the Condominium Property pursuant to the provisions of Article XVI hereof, the term "Garage" shall mean and include, in addition to such initial Garages that are part of the Condominium Property, the Garages so added to the Condominium Property.";

(3) By deleting the entire Paragraph (AF) and by substituting therefor the following:

(a) "(AF-1) "Phase No. 3-A Buildings" shall mean and refer to such residential building or buildings as Grantor constructs, or causes to be constructed, on Phase No. 3-A Parcel pursuant to Article XVI hereof."

(b) "(AF-2) "Phase No. 3-B Buildings" shall mean and refer to such residential building or buildings as Grantor constructs, or causes to be constructed, on Phase No. 3-B Parcel pursuant to Article XVI hereof."

(4) By deleting the entire Paragraph (AG) and by substituting therefor the following:

(a) "(AG-1) "Phase No. 4-A Buildings" shall mean and refer to such residential building or buildings as Grantor constructs, or causes to be constructed, on Phase No. 4-A Parcel pursuant to Article XVI hereof.";

(b) "(AG-2) "Phase No. 4-B Buildings" shall mean and refer to such residential building or buildings as Grantor constructs, or causes to be constructed, on Phase No. 4-B Parcel pursuant to Article XVI hereof."

E. Article XVI of the Declaration, entitled ADDITIONS TO CONDOMINIUM PROPERTY, is amended by deleting from Paragraph B. the title, namely: "DEVELOPMENT OF PHASE NOS. 3, 4, 5, 6 AND 7 PARCELS", and by substituting therefor the following: "DEVELOPMENT OF PHASE NOS. 3-A, 3-B, 4-A, 4-B, 5, 6 AND 7 PARCELS".

F. Article XVII of the Declaration, entitled AMENDMENTS, is amended by deleting from Paragraph B., line 2 on Page 55, the following, namely: "and Paragraph B(2) of this Article XVII".

G. Article XXII of the Declaration, entitled MISCELLANEOUS PROVISIONS, is amended by deleting from Paragraph A., line 7 and 8, appearing on Page 69, the following words: "comprised in the Phase Nos. 1 to 7 Parcels, inclusive, or any one or more of said Parcels, or any portion thereof, and added to this", and by substituting therefor the following: "constructed on each of the Phase Nos. 1 to 7 Parcels, inclusive, and added the same to this".

2. This Amendment to the Declaration shall and does hereby amend and modify, effective as of the filing for record of this instrument, the specific items and/or provisions of the Declaration and/or By-Laws as is set forth hereinabove, together with the EXHIBIT "F-1", EXHIBIT "F-2", EXHIBIT "G-1", EXHIBIT "G-2" and the other Exhibits attached to the Declaration; and, in addition to the items, provisions, Articles, Sections, Paragraphs, Drawings and/or Sheets specifically mentioned hereinabove, this Amendment to the Declaration shall and does hereby amend and modify any and all other items, provisions, Articles, Sections, Paragraphs, Drawings and/or Sheets of the Declaration and/or the Drawings and/or By-Laws and/or other Exhibits attached as Exhibits thereto, which shall be affected by any and all of said specific amendments and/or modifications in order to effectuate this Amendment to the Declaration and the purposes thereof. All references in the Declaration and/or herein to the "Declaration", "By-Laws", "Drawings" and/or other Exhibits shall be deemed to be references to the "Declaration", "By-Laws", "Drawings" and/or other "Exhibits" as amended hereby.

Anything to the contrary contained herein notwithstanding, except as expressly modified by this Amendment to provide for the split of Phase No. 3 Parcel into two Parcels, the split of Phase No. 4 Parcel into two Parcels, and to reform the language in the Declaration so as to be consistent therewith, and to correct the inadvertent inclusion and omission of certain words, and to reform the language of certain definitions so as to include any Phases added in the future, the Declaration is and continues to be in full force and effect and fully applicable to the former Condominium Property and to all property added by any Amendment thereto.

IN WITNESS WHEREOF, the said YORK-RIDGE DEVELOPMENT COMPANY, the "Grantor" as aforesaid, has caused this instrument to be executed by its General Partners, and by execution of this instrument the Grantor certifies and states, after first having been duly sworn according to law, that a copy of the within Amendment has been mailed to all Unit Owners and all first mortgagees having bona fide

liens of record against Ownership Interest, on this 2nd day of February, 1979, at Cleveland, Ohio, all pursuant to and in accordance with the Declaration, and particularly Article XVI thereof.

In the Presence of:

Perry Tenenbaum

Debbie Jenek

Walter Zarembo

Lois Curigan

YORK-RIDGE DEVELOPMENT COMPANY  
(an Ohio General Partnership)

By: SUNRISE DEVELOPMENT CO.,  
(an Ohio corporation)

By Sam H. Miller, Vice President

AND: K & Z DEVELOPMENT  
(an Ohio Limited Partnership)

BY: ITS GENERAL PARTNER,  
ZAREMBA PROPERTIES WEST CO.,  
(an Ohio corporation)

By Walter A. Zarembo, President

AUTHORIZED PARTNERS OF YORK-RIDGE  
DEVELOPMENT COMPANY

STATE OF OHIO )  
 ) ss.  
COUNTY OF CUYAHOGA )

BEFORE ME, a Notary Public, in and for said County and State, this day personally appeared YORK-RIDGE DEVELOPMENT COMPANY, an Ohio Partnership, by SUNRISE DEVELOPMENT CO., an Ohio Corporation, by Sam H. Miller its Vice President, and K & Z DEVELOPMENT, an Ohio Limited Partnership, by ITS GENERAL PARTNER, ZAREMBA PROPERTIES WEST CO., an Ohio Corporation, by Walter A. Zarembo its President, who executed the above instrument and acknowledged that they did examine and read the same, and that they did sign it, and that such signing was their free act and deed in the capacities indicated by their signatures and designations.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed my official seal at Cleveland, Ohio, this 2nd day of February, 1979.

Perry Tenenbaum  
NOTARY PUBLIC

PERRY TENENBAUM, Attorney At Law  
Notary Public - State of Ohio  
My commission expires on \_\_\_\_\_ date.  
Section 147.33 R.C.

THIS INSTRUMENT PREPARED BY:  
Gerald I. Arnson, Esq.  
1300 Bond Court Building  
1300 East Ninth Street  
Cleveland, Ohio 44114  
(216) 696-3311

CONSENT OF MORTGAGEE

The undersigned, The Ohio Savings Association, an Ohio Corporation, is mortgagee of all or part of the Premises and the Condominium Property described in the within Amendment to the Declaration of Condominium Ownership for Buntingtree Condominium by virtue of Mortgage Deeds executed by York-Ridge Development Company, and recorded in Mortgage Records of The Recorder of Cuyahoga County in Volume 14339, Page 575, and Volume 14589, Page 75.

The undersigned hereby consents to the execution and delivery of the foregoing Second Amendment to the Declaration of Condominium Ownership and to the filing thereof in the Office of the County Recorder of Cuyahoga County, Ohio, and, further, subjects and subordinates said Mortgage Deed to the Declaration of Condominium Ownership and By-Laws, as amended, with Exhibits attached thereto, and to the provisions of Chapter 5311 of the Ohio Revised Code, to the extent that said Mortgage is a mortgage upon or affects part or all of the Premises and the Condominium Property.

Signed and acknowledged in the presence of:

THE OHIO SAVINGS ASSOCIATION, an Ohio corporation

Suzanne McInnes

By Robert M. Thomas  
Robert M. Thomas, Vice President

Karen L. Dzubet

By David C. Houghtlin  
David C. Houghtlin, Vice President

STATE OF OHIO            )  
                                  ) SS:  
COUNTY OF CUYAHOGA    )

BEFORE ME, a Notary Public in and for said County and State personally appeared Robert M. Thomas, the Vice President, and David C. Houghtlin, the Vice President of THE OHIO SAVINGS ASSOCIATION, who, having been first duly sworn acknowledged that they did execute the foregoing instrument and that the same was their free act and deed individually and as such officers and the free act and deed of said Company.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed my official seal at Cleveland, Ohio this 5th day of February, 1979.

Suzanne McInnes  
NOTARY PUBLIC



EXHIBIT "F-1"

PHASE NO. 3-A PARCEL

Situated in the City of North Royalton, County of Cuyahoga and State of Ohio and known as being part of Original Royalton Township Section No. 9, being further described as follows:

Beginning in the Easterly line of York Road, 60 feet wide, at its intersection with the Northerly line of land conveyed to Zarembo Properties West Co. by deed recorded in Volume 12986, Page 11 of Cuyahoga County Deed Records;

Thence from said place of beginning South 89° 30' 44" East, along said Northerly line of land so conveyed to Zarembo Properties West Co., 519.90 feet to a point therein and the principal place of beginning for premises herein described;

Thence from said principal place of beginning, continuing South 89° 30' 44" East, along said Northerly line of land conveyed to Zarembo Properties West Co., 416.21 feet to a point therein;

Thence South 9° 40' 06" East, 279.15 feet to a point;

Thence North 89° 09' 57" West, 285.50 feet to a point;

Thence South 1° 37' 42" East, 48.98 feet to a point;

Thence South 50° 37' 42" East, 238.09 feet to a point;

Thence South 12° 52' 42" East, 39.55 feet to a point;

Thence Southwesterly, 65.03 feet along the arc of a circle deflecting to the right, said arc having a radius of 638.54 feet and a chord which bears South 77° 20' 47" West, 65.00 feet to a point;

Thence North 12° 52' 42" West, 17.07 feet to a point;

Thence North 50° 37' 42" West, 198.49 feet to a point;

Thence North 89° 09' 57" West, 156.79 feet to a point;

Thence North 0° 50' 03" East, 382.56 feet to the principal place of beginning and containing 3.5858 Acres of land, be the same more or less, but subject to all legal highways.

The above-described Parcel is NOT part of the Land or Condominium Property made subject to this Declaration, but is included as an Exhibit for the purposes of identification as a Parcel which may hereafter be submitted to this Declaration pursuant to Article XVI of this Declaration.

EXHIBIT "F-2"

PHASE NO. 3-B PARCEL

PARCEL NO. 1

Situated in the City of North Royalton, County of Cuyahoga and State of Ohio and known as being part of Original Royalton Township Section No. 9, being further described as follows:

Beginning in the Easterly line of York Road, 60 feet wide, at its intersection with the Northerly line of land conveyed to Zaremba Properties West Co. by deed recorded in Volume 12986, Page 11 of Cuyahoga County Deed Records;

Thence from said place of beginning South 89° 30' 44" East, along said Northerly line of land so conveyed to Zaremba Properties West Co., 519.90 feet to a point therein;

Thence South 0° 50' 03" West, 382.56 feet to a point and the principal place of beginning for premises herein described;

Thence from said principal place of beginning South 89° 09' 57" East, 156.79 feet to a point;

Thence South 50° 37' 42" East, 198.49 feet to a point;

Thence South 12° 52' 42" East, 17.07 feet to a point;

Thence Westerly, 117.80 feet along the arc of a circle deflecting to the right, said arc having a radius of 638.54 feet and a chord which bears South 85° 32' 56" West, 117.64 feet to a point of tangency;

Thence North 89° 09' 57" West, 198.95 feet to a point;

Thence North 0° 50' 03" East, 151.08 feet to the principal place of beginning and containing 0.8540 Acres of land, be the same more or less, but subject to all legal highways.

PARCEL NO. 2

Situated in the City of North Royalton, County of Cuyahoga and State of Ohio and known as being part of Original Royalton Township Section No. 9, being further described as follows:

Beginning in the Easterly line of York Road, 60 feet wide, at its intersection with the Northerly line of land conveyed to Zaremba Properties West Co. by deed recorded in Volume 12986, Page 11 of Cuyahoga County Deed Records;

EXHIBIT "F-2"

PHASE NO. 3-B PARCEL (Continued)

Thence from said place of beginning South 89° 30' 44" East, along said Northerly line of land so conveyed to Zaremba Properties West Co., 936.11 feet to a point therein;

Thence South 9° 40' 06" East, 279.15 feet to a point and the principal place of beginning for premises herein described;

Thence from said principal place of beginning South 9° 40' 06" East, 194.84 feet to a point;

Thence South 70° 28' 56" West, 87.00 feet to a point of curvature;

Thence Southwesterly, 43.98 feet along the arc of a circle deflecting to the right, said arc having a radius of 638.54 feet and a chord which bears South 72° 27' 20" West, 43.97 feet to a point;

Thence North 12° 52' 42" West, 39.55 feet to a point;

Thence North 50° 37' 42" West, 238.09 feet to a point;

Thence North 1° 37' 42" West, 48.98 feet to a point;

Thence South 89° 09' 57" East, 285.50 feet to the principal place of beginning and containing 1.1025 Acres of land, be the same more or less, but subject to all legal highways.

The above-described Parcel is NOT part of the Land or Condominium Property made subject to this Declaration, but is included as an Exhibit for the purposes of identification as a Parcel which may hereafter be submitted to this Declaration pursuant to Article XVI of this Declaration.

EXHIBIT "G-1"

PHASE NO. 4-A PARCEL

Situated in the City of North Royalton, County of Cuyahoga and State of Ohio and known as being part of Original Royalton Township Section No. 9, being further described as follows:

Beginning in the Easterly line of York Road, 60 feet wide, at its intersection with the Northerly line of land conveyed to Michael F. and Anna C. Cahill by deed recorded in Volume 8414, Page 119 of Cuyahoga County Deed Records;

Thence from said place of beginning South 89° 09' 57" East, along said Northerly line of land so conveyed to Michael F. and Anna C. Cahill, 629.89 feet to a point therein and the principal place of beginning for premises herein described:

Thence from said principal place of beginning North 0° 50' 03" East, 332.63 feet to a point;

Thence South 89° 09' 57" East, 8.32 feet to a point of curvature;

Thence Easterly, 192.19 feet along the arc of a circle deflecting to the left, said arc having a radius of 698.54 feet and a chord which bears North 82° 57' 08" East, 191.58 feet to a point;

Thence South 12° 52' 42" East, 33.45 feet to a point;

Thence South 0° 50' 03" West, 168.41 feet to a point;

Thence South 89° 09' 57" East, 169.26 feet to a point;

Thence South 6° 38' 37" East, 159.34 feet to a point in said Northerly line of land conveyed to Michael F. and Anna C. Cahill;

Thence North 89° 09' 57" West, along said Northerly line of land conveyed to Michael F. and Anna C. Cahill, 396.03 feet to the principal place of beginning and containing 2.2644 Acres of land, be the same more or less, but subject to all legal highways.

The above-described Parcel is NOT part of the Land or Condominium Property made subject to this Declaration, but is included as an Exhibit for the purposes of identification as a Parcel which may hereafter be submitted to this Declaration pursuant to Article XVI of this Declaration.

EXHIBIT "G-2"

PHASE NO. 4-B PARCEL

Situated in the City of North Royalton, County of Cuyahoga and State of Ohio and known as being part of Original Royalton Township Section No. 9, being further described as follows:

Beginning in the Easterly line of York Road, 60 feet wide, at its intersection with the Northerly line of land conveyed to Michael F. and Anna C. Cahill by deed recorded in Volume 8414, Page 119 of Cuyahoga County Deed Records;

Thence from said place of beginning South  $89^{\circ} 09' 57''$  East, along said Northerly line of land so conveyed to Michael F. and Anna C. Cahill, 1025.92 feet to a point;

Thence North  $6^{\circ} 38' 37''$  West, 159.34 feet to a point and the principal place of beginning for premises herein described;

Thence from said principal place of beginning North  $89^{\circ} 09' 57''$  West, 169.26 feet to a point;

Thence North  $0^{\circ} 50' 03''$  East, 168.41 feet to a point;

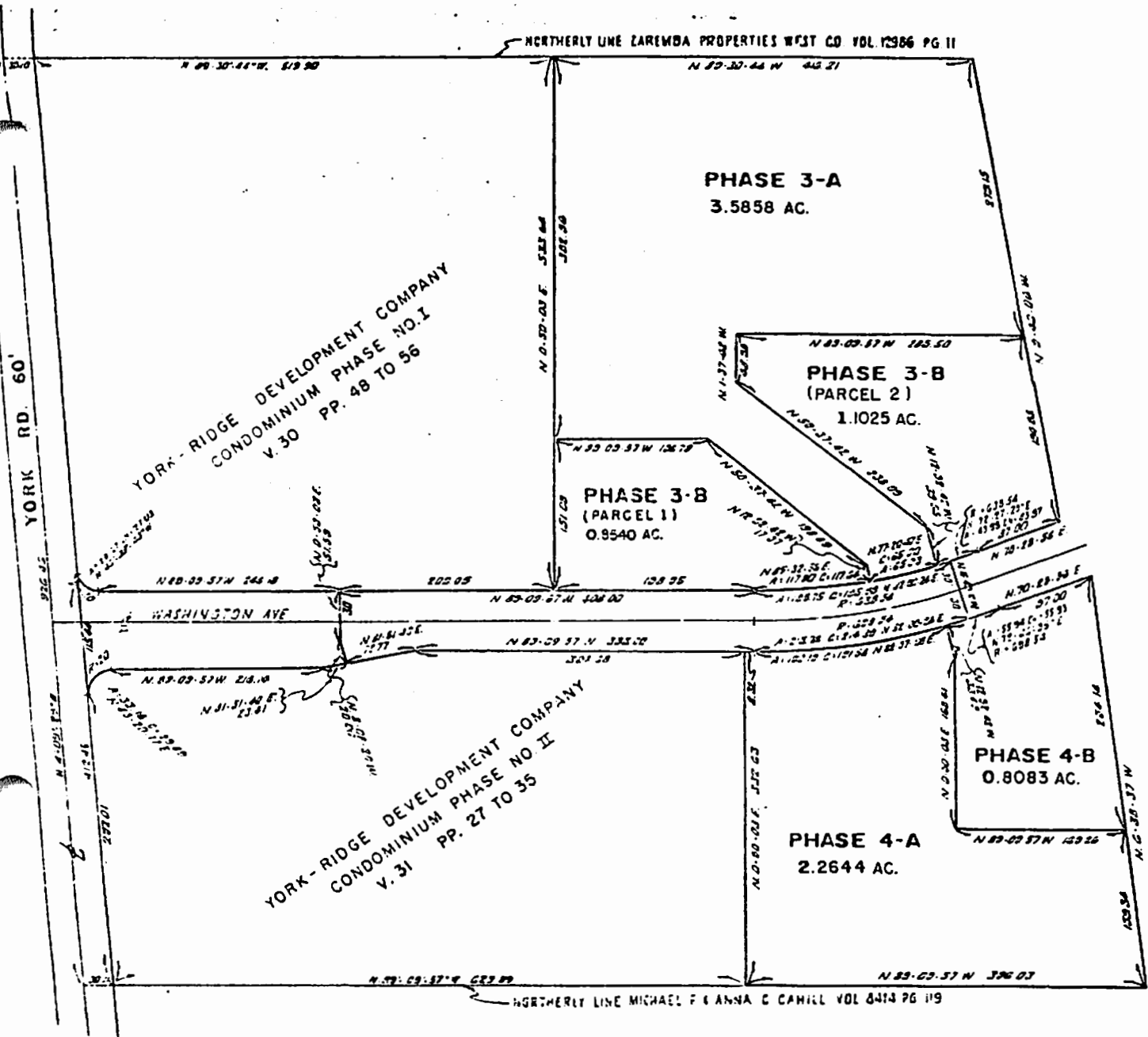
Thence North  $12^{\circ} 52' 42''$  West, 33.45 feet to a point;

Thence Northeasterly, 55.94 feet along the arc of a circle deflecting to the left, said arc having a radius of 698.54 feet and a chord which bears North  $72^{\circ} 46' 35''$  East, 55.93 feet to a point of tangency;

Thence North  $70^{\circ} 28' 56''$  East, 97.00 feet to a point;

Thence South,  $6^{\circ} 38' 37''$  East, 254.14 feet to the principal place of beginning and containing 0.8083 Acres of land, be the same more or less, but subject to all legal highways.

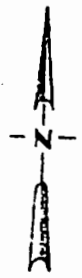
The above-described Parcel is NOT part of the Land or Condominium Property made subject to this Declaration, but is included as an Exhibit for the purposes of identification as a Parcel which may hereafter be submitted to this Declaration pursuant to Article XVI of this Declaration.



**SKETCH TO ACCOMPANY LEGAL DESCRIPTIONS**

YORK-RIDGE DEVELOPMENT COMPANY  
**THIRD AMENDMENT TO THE DECLARATION OF  
 CONDOMINIUM OWNERSHIP FOR BUNTINGTREE CONDOMINIUM**  
 BEING PART OF ORIGINAL ROYALTON TOWNSHIP SECTION NO. 9  
 IN THE  
 CITY OF ROYALTON, OHIO

CHARLES E. [Name] & ASSOCIATES, INC.  
 [Address]  
 [City, State, Zip]



GI Acev  
2179

CONFORMED COPY

Amendment to the Declaration of Condominium  
Ownership recorded in Volume 15004, Page 139,  
et seq., Cuyahoga County Records, February 14, 1979.  
Drawings recorded in Volume 35, Pages 119 to 126,  
inclusive, Condominium Map Records, February 14, 1979.

FOURTH AMENDMENT TO THE  
DECLARATION OF CONDOMINIUM OWNERSHIP  
FOR  
BUNTINGTREE CONDOMINIUM

This will certify that a copy of this Amendment to the  
Declaration was filed in the Office of the County  
Auditor, Cuyahoga County, Ohio, on 17th Feb.,  
19 77.

COUNTY AUDITOR

By *Thomas L. Lory*  
Chief Deputy

This instrument prepared by:  
Gerald I. Arnson  
Attorney at Law  
1300 Bond Court Building  
1300 East Ninth Street  
Cleveland, Ohio 44114  
(216) 696-3311

RECEIVED

FEB 17 1977  
CUYAHOGA COUNTY AUDITOR  
ASSESSMENT DEPARTMENT

FOURTH AMENDMENT TO THE  
DECLARATION OF CONDOMINIUM OWNERSHIP FOR  
BUNTINGTREE CONDOMINIUM

WHEREAS, YORK-RIDGE DEVELOPMENT COMPANY, (hereinafter, and in the Declaration identified below, referred to as the "Grantor") was the owner in fee simple of the real property hereinbelow described as "Phase No. 1 Parcel", and the owner of the real property hereinbelow described as "Phase No. 2 Parcel", (said Phase Nos. 1 and 2 Parcels hereinafter sometimes collectively referred to as the "Buntingtree Condominium"); and

WHEREAS, Grantor has heretofore submitted Phase No. 1 Parcel of said Buntingtree Condominium together with the improvements thereon constructed, to the provisions of Chapter 5311 of the Ohio Revised Code (said Chapter 5311 being hereinafter referred to as the "Condominium Act") as Condominium Property by filing the Declaration of Condominium Ownership for Buntingtree Condominium (hereinafter referred to as the "Declaration"), together with the By-Laws attached thereto (Exhibit "C"), the Sketch to Accompany Declaration Legal Description (Exhibit "A-1"), the Percentage of Interest in Common Areas and Facilities (Exhibit "B"), Legal Description of Phase Nos. 1, 2, 3, 4, 5, 6 and 7 Parcels (Exhibit "D", "E", "F", "G", "H", "I" and "J", respectively) and the Management Agreement (Exhibit "K"), which was recorded January 23, 1978 in Volume 14664, Page 1, et seq., of Cuyahoga County Records, and the Drawings (Exhibit "A") recorded simultaneously in Volume 30, Pages 48 to 56, inclusive, of Condominium Map Records; and

WHEREAS, Grantor has also heretofore submitted Phase No. 2 Parcel of said Buntingtree Condominium together with improvements thereon constructed, to the Condominium Act as Condominium Property by filing an instrument entitled "Amendment to The Declaration of Condominium Ownership" (hereinafter referred to as the "First Amendment"), together with the legal description of Phase No. 2 Parcel (Annex "A") and the Percentage of Interest in Common Areas and Facilities (amended Exhibit "B"), which was recorded May 5, 1978 in Volume 14696, Page 535, et seq., of Cuyahoga County Records, and the Drawings (Exhibit "A") as amended, were recorded simultaneously in Volume 31, Pages 27 to 35, inclusive, of Condominium Map Records; and

WHEREAS, Grantor has heretofore filed an instrument entitled "Second Amendment to the Declaration of Condominium Ownership for Buntingtree Condominium" (hereinafter referred to as the "Second Amendment"), with the Cuyahoga County Recorder and recorded January 24, 1979, in Volume 14897, Page 915, et seq., of Cuyahoga County



Records, which, among other things, amended the Declaration so as to correct the inadvertent omission of certain words that should have been part of the language set forth in Paragraph A. of Article XVI of the Declaration and an incorrect Exhibit reference inadvertently made in Paragraph C. of Article XVI of the Declaration; and

WHEREAS, Grantor has heretofore filed an instrument entitled "Third Amendment to the Declaration of Condominium Ownership for Buntingtree Condominium" (hereinafter referred to as the "Third Amendment"), with the Cuyahoga County Recorder and recorded February 6, 1979, in Volume 15001, Page 929, et seq., of Cuyahoga County Records, which, among other things, amended the Declaration so as to correct the inadvertent inclusion of certain words in Paragraph B. of Article XVII of the Declaration and to divide the Phase 3 Parcel and Phase 4 Parcel into a Phase 3-A and 3-B Parcel and a Phase 4-A and 4-B Parcel, respectively; and

WHEREAS, it is the desire of Grantor to amend the declaration and By-Laws so that they are in compliance with the requirements of House Bill 404 amending the Ohio Condominium Act by amending specifically with appropriate insertions, deletions and/or revisions those Articles requiring same so as to bring them into conformity with the Ohio Condominium Act; and

WHEREAS, it is the desire of the Grantor to submit Phase 4-A Parcel of said Buntingtree Condominium, together with the improvements thereon constructed and hereinafter described, to the Condominium Property; and

WHEREAS, pursuant to Article XVI, Article XVII and Article XVIII of the Declaration of Condominium Ownership for Buntingtree Condominium, Grantor has reserved unto itself the right to amend the Declaration of Ownership, the By-Laws and the Drawings;

NOW, THEREFORE, Grantor hereby declares:

1. The Declaration, as amended by the First Amendment, the Second Amendment and the Third Amendment, is hereby further amended as follows:

A. Article I of the Declaration, entitled DEFINITIONS, is further amended by adding to the end of the previous amendment to Paragraph (P) the following: "Drawings No. SA-1, and A-1 through A-7, being eight (8) pages of Drawings, pertaining to Phase No. 4-A,".

B. Article IV of the Declaration, entitled GENERAL DESCRIPTION OF CONDOMINIUM PROPERTY, is further amended to be as follows:

"Until amended as provided in Article XVI hereof, the Condominium Property consists of the following:

(1) Phase No. 1 Parcel and Phase No. 1 Buildings and other improvements located thereon, including, without limitation (a) three (3) Hexaplexes containing a total of eighteen (18) Units and eighteen (18) attached Garages, and (b) four (4) Quadraplexes containing a total of sixteen (16) Units and sixteen (16) attached Garages, (an overall total of thirty-four (34) Units and thirty-four (34) attached Garages contained in the seven (7) Phase No. 1 Buildings, (c) together with all easements, rights and appurtenances belonging thereto, and (d) all articles of personal property existing thereon for the common use of the Unit Owners. The Buildings are each two (2) stories in height with basements and attached garages and are constructed principally of concrete, cement block, brick and wood. The location, lay-out, dimensions and number of rooms in each of the Units and the Common Areas and Facilities are shown graphically on the Drawings.

(2) Phase No. 2 Parcel and Phase No. 2 Buildings and other improvements located thereon, including without limitation (a) four (4) Hexaplexes containing a total of twenty-four (24) Units and twenty-four (24) attached Garages, and (b) one (1) Quadraplex containing a total of four (4) Units and four (4) attached Garages, (an overall total of twenty-seven (27) Units and twenty-seven (27) attached Garages contained in the five (5) Phase No. 2 Buildings), (c) together with all easements, rights and appurtenances belonging thereto, and (d) all articles of personal property existing thereon for the common use of the Unit Owners. The Buildings are each two (2) stories in height with basements and attached garages and are constructed principally of concrete, cement block, brick and wood. The location, lay-out, dimensions and number of rooms in each of the Units and the Common Areas and Facilities are shown graphically on the Drawings.

(3) Phase No. 4-A Parcel and Phase No. 4-A Buildings and other improvements located thereon, including without limitation (a) two (2) Quadraplexes containing a total of eight (8) Units and eight (8) attached Garages, and (b) one (1) Hexaplex containing a total of six (6) Units and six (6) attached Garages, (an overall total of fourteen (14) Units and fourteen (14) attached Garages contained in the three (3) Phase No. 4-A Buildings), (c) together with all easements, rights and appurtenances belonging thereto, and (d) all articles of personal property existing thereon for the common use of the Unit Owners. The Buildings are each two (2) stories in height with basements and attached garages and are constructed principally of concrete, cement block, brick and wood. The location, lay-out, dimensions and number of rooms in each of the Units and the Common Areas and Facilities are shown graphically on the Drawings.

(4) The Buildings are fifteen (15) two-story, residential buildings with basements and one (1) car attached garages. Building Nos. 1, 2, 6, 9, 10, 11, 12 and 23 are Hexaplexes, and Building Nos. 3, 4, 5, 7, 8, 21 and 22 are Quadraplexes. The Buildings are

of frame construction with wood siding exterior, a poured concrete and/or cement block basement, aluminum framed windows, asphalt shingle roofs, wood floor joists and wall studs, and drywall, with double-walled construction between Units. Each of the Buildings has patios in the rear, wooden decks with wooden steps in the front, concrete private walks in the front, privacy fences between Units in the rear, and single car garages attached thereto (which are of like construction as the remaining part of the Buildings). Building Nos. 1, 2, 12, 22 and 23, and two (2) Units in Building No. 3 have walk-out basements and balconies. The exact number and location of the patios, wooden decks and steps, concrete private walk, privacy fences, garages, walk-out basements and balconies are as shown on the Drawings.

(5) Each of the Buildings is designated by number, contains side by side two-story-with-basement-and-attached-garage Units, and each of the Units has a postal mailing address. The Building number, the Units contained therein, and the postal mailing address of each Unit is designated as follows:

PHASE NO. 1

<u>Building Number</u>	<u>Unit Number</u>	<u>Mailing Address</u>
1	101	9500 Madison Lane, North Royalton, Ohio 44133
1	102	9496 Madison Lane, North Royalton, Ohio 44133
1	103	9492 Madison Lane, North Royalton, Ohio 44133
1	104	9488 Madison Lane, North Royalton, Ohio 44133
1	105	9484 Madison Lane, North Royalton, Ohio 44133
1	106	9480 Madison Lane, North Royalton, Ohio 44133
2	107	9476 Madison Lane, North Royalton, Ohio 44133
2	108	9472 Madison Lane, North Royalton, Ohio 44133
2	109	9468 Madison Lane, North Royalton, Ohio 44133
2	110	9464 Madison Lane, North Royalton, Ohio 44133
2	111	9460 Madison Lane, North Royalton, Ohio 44133
2	112	9456 Madison Lane, North Royalton, Ohio 44133
3	113	9452 Madison Lane, North Royalton, Ohio 44133
3	114	9448 Madison Lane, North Royalton, Ohio 44133
3	115	9444 Madison Lane, North Royalton, Ohio 44133
3	116	9440 Madison Lane, North Royalton, Ohio 44133
4	117	9431 Madison Lane, North Royalton, Ohio 44133
4	118	9435 Madison Lane, North Royalton, Ohio 44133
4	119	9439 Madison Lane, North Royalton, Ohio 44133
4	120	9443 Madison Lane, North Royalton, Ohio 44133
5	121	9447 Madison Lane, North Royalton, Ohio 44133
5	122	9451 Madison Lane, North Royalton, Ohio 44133
5	123	9455 Madison Lane, North Royalton, Ohio 44133
5	124	9459 Madison Lane, North Royalton, Ohio 44133

<u>Building Number</u>	<u>Unit Number</u>	<u>Mailing Address</u>
6	125	9463 Madison Lane, North Royalton, Ohio 44133
6	126	9467 Madison Lane, North Royalton, Ohio 44133
6	127	9471 Madison Lane, North Royalton, Ohio 44133
6	128	9475 Madison Lane, North Royalton, Ohio 44133
6	129	9479 Madison Lane, North Royalton, Ohio 44133
6	130	9483 Madison Lane, North Royalton, Ohio 44133
7	131	9487 Madison Lane, North Royalton, Ohio 44133
7	132	9491 Madison Lane, North Royalton, Ohio 44133
7	133	9495 Madison Lane, North Royalton, Ohio 44133
7	134	9499 Madison Lane, North Royalton, Ohio 44133

PHASE NO. 2

<u>Building Number</u>	<u>Unit Number</u>	<u>Mailing Address</u>
8	201	9500 Langdon Lane, North Royalton, Ohio 44133
8	202	9496 Langdon Lane, North Royalton, Ohio 44133
8	203	9492 Langdon Lane, North Royalton, Ohio 44133
8	204	9488 Langdon Lane, North Royalton, Ohio 44133
9	205	9407 Langdon Lane, North Royalton, Ohio 44133
9	206	9411 Langdon Lane, North Royalton, Ohio 44133
9	207	9415 Langdon Lane, North Royalton, Ohio 44133
9	208	9419 Langdon Lane, North Royalton, Ohio 44133
9	209	9423 Langdon Lane, North Royalton, Ohio 44133
9	210	9427 Langdon Lane, North Royalton, Ohio 44133
10	211	9431 Langdon Lane, North Royalton, Ohio 44133
10	212	9435 Langdon Lane, North Royalton, Ohio 44133
10	213	9439 Langdon Lane, North Royalton, Ohio 44133
10	214	9443 Langdon Lane, North Royalton, Ohio 44133
10	215	9447 Langdon Lane, North Royalton, Ohio 44133
10	216	9451 Langdon Lane, North Royalton, Ohio 44133
11	217	9455 Langdon Lane, North Royalton, Ohio 44133
11	218	9459 Langdon Lane, North Royalton, Ohio 44133
11	219	9463 Langdon Lane, North Royalton, Ohio 44133
11	220	9467 Langdon Lane, North Royalton, Ohio 44133
11	221	9471 Langdon Lane, North Royalton, Ohio 44133
11	222	9475 Langdon Lane, North Royalton, Ohio 44133
12	223	9479 Langdon Lane, North Royalton, Ohio 44133
12	224	9483 Langdon Lane, North Royalton, Ohio 44133
12	225	9487 Langdon Lane, North Royalton, Ohio 44133
12	226	9491 Langdon Lane, North Royalton, Ohio 44133
12	227	9495 Langdon Lane, North Royalton, Ohio 44133
12	228	9499 Langdon Lane, North Royalton, Ohio 44133

PHASE NO. 4-A

<u>Building Number</u>	<u>Unit Number</u>	<u>Mailing Address</u>
21	407	9397 Bassett Lane, North Royalton, Ohio 44133
21	408	9393 Bassett Lane, North Royalton, Ohio 44133
21	409	9389 Bassett Lane, North Royalton, Ohio 44133
21	410	9385 Bassett Lane, North Royalton, Ohio 44133
22	411	9386 Bassett Lane, North Royalton, Ohio 44133
22	412	9390 Bassett Lane, North Royalton, Ohio 44133
22	413	9394 Bassett Lane, North Royalton, Ohio 44133
22	414	9398 Bassett Lane, North Royalton, Ohio 44133
23	415	9404 Bassett Lane, North Royalton, Ohio 44133
23	416	9408 Bassett Lane, North Royalton, Ohio 44133
23	417	9412 Bassett Lane, North Royalton, Ohio 44133
23	418	9416 Bassett Lane, North Royalton, Ohio 44133
23	419	9420 Bassett Lane, North Royalton, Ohio 44133
23	420	9424 Bassett Lane, North Royalton, Ohio 44133

C. Article V of the Declaration, entitled DESCRIPTION OF UNITS, is further amended by making the following deletions, insertions and/or substitutions:

(1) By deleting the previous amendment to Page 8, line 1, namely, the following: "sixty-two (62) Units comprised in the Phase No. 1 and No. 2", and by substituting therefor the following: "seventy-six (76) Units comprised in the Phase No. 1, No. 2 and No. 4-A"; and

(2) By deleting the previous amendment to the first line of Paragraph (bb), namely the following: "Phase No. 1 and No. 2", and by substituting therefor the following: "Phase No. 1, No. 2 and No. 4-A".

D. Article VI of the Declaration, entitled COMMON AREAS AND FACILITIES, is further amended by making the following deletions, insertions and/or substitutions:

(1) By deleting the previous amendment to Subparagraph A(1), line 3, namely, the following: "Phase No. 1 and No. 2", and by substituting therefor the following: "Phase No. 1, No. 2 and No. 4-A";

(2) By deleting the previous amendment to Subparagraph A(9), line 3, namely, the following: "Phase No. 1 and No. 2 Parcels", and by substituting therefor the following: "Phase No. 1, No. 2 and No. 4-A Parcels";

(3) By deleting the previous amendment to Subparagraph A(10), line 1, namely, the following: "Phase No. 1 and No. 2", and by substituting therefor the following: "Phase No. 1, No. 2 and No. 4-A"; and

(4) By deleting the previous amendment to Paragraph D., line 5, namely, the following: "Phase No. 1 and No. 2 Parcels", and by substituting therefor the following: "Phase No. 1, No. 2 and No. 4-A Parcels".

E. Article VIII of the Declaration, entitled MANAGEMENT, MAINTENANCE, REPAIRS ALTERATIONS AND IMPROVEMENTS, is amended by adding to Paragraph C. an additional subparagraph numbered "(4)" and containing the following:

"(4) The Developer shall furnish a two (2) year warranty covering the full cost of labor and materials for any repair or replacement of roof and structural components, and mechanical, electrical, plumbing, and common service elements serving the Condominium Property, occasioned or necessitated by a defect in material or workmanship and a one (1) year warranty covering the full cost of labor and materials for any repair or replacement of structural, mechanical, and other elements pertaining to each Unit, occasioned or necessitated by a defect in material or workmanship.

(a) The two (2) year warranty shall commence for the Condominium Property submitted by the original Declaration on the date the deed or other evidence of ownership is filed for record following the sale of the first Ownership Interest in the Condominium Property, and for any additional Condominium Property submitted by amendment to the Declaration, on the date the deed or other evidence of ownership is filed for record following the sale of the first Ownership Interest in the additional Condominium Property; in either case to a purchaser in good faith for value.

(b) The one (1) year warranty shall commence on the date the deed or other evidence of ownership is filed for record following the first sale of an Ownership Interest to a purchaser in good faith for value.

(c) The Developer shall assign the express and implied warranty of the manufacturer in satisfaction of the Developer's warranty with respect to ranges, refrigerators, washing machines, clothes dryers, hot water heaters, and other similar appliances installed and furnished as part of the Unit by the Developer, except that the Developer's warranty with respect to such appliances is limited to the warranty that such appliances will be properly installed.

(d) All warranties made to the Developer that exceed the time periods specified above with respect to any part of the Units or Common Areas and Facilities shall be assigned to the purchaser of a Unit."

F. Article X of the Declaration, entitled EASEMENTS, is further amended by making the following deletions, insertions and/or substitutions:

(1) By deleting the previous amendment to Paragraph C., line 8, namely, the following: "Phase No. 1 and No. 2 Parcels", and by substituting therefor the following: "Phase No. 1, No. 2 and No. 4-A Parcels"; and

(2) By deleting the previous amendment to Paragraph C., line 9, namely, the following: "Phase Nos. 3 to 7 Parcels", and by substituting therefor the following: "Phase Nos. 3-A, 3-B, 4-B, 5, 6 and 7 Parcels,"; and

(3) By deleting the previous amendment to Paragraph D., lines 2 and 3, namely, the following: "Phase No. 1 and No. 2 Parcels", and by substituting therefor the following: "Phase No. 1, No. 2 and No. 4-A Parcels"; and

(4) By deleting the previous amendment to Paragraph D., line 3, namely, the following: "Phase Nos. 3 to 7 Parcels," and by substituting therefor the following: "Phase Nos. 3-A, 3-B, 4-B, 5, 6 and 7 Parcels,"; and

(5) By deleting the previous amendment to Paragraph D., line 5, namely, the following: "Phase Nos. 3 to 7 Parcels", and by substituting therefor the following: "Phase Nos. 3-A, 3-B, 4-B, 5, 6 and 7 Parcels,"; and

(6) By deleting the previous amendment to Paragraph D., line 8, namely, the following: "Phase Nos. 3 to 7 Parcels," and by substituting therefor the following: "Phase Nos. 3-A, 3-B, 4-B, 5, 6 and 7 Parcels,".

G. Article XVII of the Declaration, entitled AMENDMENTS, is further amended by making the following deletions, insertions and/or substitutions:

(1) By deleting the previous amendment to Subparagraph A.(2), line 9 on Page 52, namely, the following: "Phase No. 1 and No. 2 Parcels.", and by substituting therefor the following: "Phase No. 1, No. 2 and No. 4-A Parcels."; and

(2) By deleting the previous amendment to Subparagraph A.(2), line 12 on Page 52, namely, the following: "Phase No. 1 and No. 2 Parcels,", and by substituting therefor the following: "Phase No. 1, No. 2 and No. 4-A Parcels,"; and

(3) By deleting the previous amendment to Subparagraph A.(2), line 7 on Page 53, namely, the following: "Phase No. 1 and No. 2 Parcels", and by substituting therefor the following: "Phase No. 1, No. 2 and No. 4-A Parcels"; and

(4) By deleting the previous amendment to Subparagraph A.(2), line 35 on Page 53, namely, the following: "Phase No. 1 and No. 2 Parcels," and by substituting therefor the following: "Phase No. 1, No. 2 and No. 4-A Parcels,".

H. Article XXII of the Declaration, entitled MISCELLANEOUS PROVISIONS, is amended by adding a new Paragraph as follows:

"Q. DEPOSITS AND DOWN PAYMENTS

Any deposit or down payment made in connection with the sale of a Unit will be held in trust or escrow until delivered at settlement or returned to or otherwise credited to the purchaser, or forfeited to the Grantor, and if a deposit or down payment of Two Thousand Dollars (\$2,000.00) or more is held for more than ninety (90) days, interest at the rate of four percent (4%) per annum for any period exceeding ninety (90) days shall be credited to the purchaser at settlement or upon return or other credit made to the purchaser, or added to any forfeiture to the Grantor. Deposits and down payments held in trust or escrow pursuant to this Paragraph shall not be subject to attachment by creditors of the Grantor or the purchaser."

I. Article II of the By-Laws, entitled BOARD OF MANAGERS, is amended by deleting from Section 9, line 3 appearing on Page 8, the following, namely: "Phase 1, 2, 3, 4, 5, 6", and by substituting therefor the following: "Phase 1, 2, 3-A, 3-B, 4-A, 4-B, 5, 6".

J. Article V of the By-Laws, entitled DETERMINATION AND PAYMENT OF ASSESSMENTS, is amended by deleting from Section 8, lines 7, 8, 9, 10, 11, 12 and 13 appearing on Page 19, the following, namely: "Thereafter, Grantor shall pay his proportionate share of the monthly assessments to the Association for each Unit owned by Grantor which Grantor shall lease in lieu of sale and Grantor shall pay his proportionate share of said monthly assessments for each other completed Unit he owns, except Grantor shall not have to pay that portion of the monthly assessment relating to payment of utilities, payment into the contingency fund or payment for capital improvements.", and by substituting therefor the following: "The Grantor will assume the rights and obligations of a Unit Owner in his capacity as owner of Ownership Interests not yet sold, including, without limitation, the obligation to pay Common Expenses attaching to such Ownership Interests, from the date the Declaration is filed for record."



2. This Amendment to the Declaration, together with the Amended Drawings attached as Exhibit "A" hereto, the amendment to the Percentage of Interest in Common Areas and Facilities attached as Exhibit "B" hereto, the amendments to the By-Laws (Exhibit "C") contained herein and the other amended Exhibits attached hereto, shall and do hereby amend and modify, effective as of the filing for record of this instrument, the specific items and/or provisions of the declaration and/or By-Laws as is set forth hereinabove, together with the Exhibit "A", Exhibit "B" and the other Exhibits attached to the Declaration; and, in addition to the items, provisions, Articles, Sections, Subparagraphs, Drawings and/or Sheets specifically mentioned hereinabove, this Amendment to the Declaration and said Amended Drawings, amendments to the By-Laws and other amended Exhibits shall and do hereby amend and modify any and all other items, provisions, Articles, Sections, Subparagraphs, Drawings and/or Sheets of the Declaration and/or the Drawings and/or By-Laws and/or other Exhibits attached as Exhibits thereto, which shall be affected by any and all of said specific amendments and/or modifications in order to effectuate this Amendment to the Declaration and the purposes thereof. All references in the Declaration and/or herein to the "Declaration", "By-Laws", "Drawings" and/or other Exhibits shall be deemed to be references to the "Declaration", "By-Laws", "Drawings" and/or other "Exhibits" as amended hereby.

Anything to the contrary contained herein notwithstanding, except as expressly modified by this Amendment to add Phase No. 4-A Parcel, and amend the Declaration and By-Laws to comply with the requirements of House Bill 404 amending the Ohio Condominium Act, the Declaration is and continues to be in full force and effect and fully applicable to the former Condominium Property and to all property added by this Amendment.

IN WITNESS WHEREOF, the said YORK-RIDGE DEVELOPMENT COMPANY, the "Grantor" as aforesaid, has caused this instrument to be executed by its General Partners, and by execution of this instrument the Grantor certifies and states, after first having been duly sworn according to law, that a copy of the within Amendment has been mailed to all Unit Owners and all first mortgagees having bona fide liens of record against Ownership Interest, on this 5~~th~~ day of February, 1979, at Cleveland, Ohio, all pursuant to and in

accordance with the Declaration, and particularly Article XVI thereof.

In the Presence of:

Debbie Jensen  
Barbara Jones

Bruce Jensen

Crystal V. Vaska

YORK-RIDGE DEVELOPMENT COMPANY  
(an Ohio General Partnership)

By: SUNRISE DEVELOPMENT CO.,  
(an Ohio corporation)

By [Signature]  
Sam H. Miller, Vice President

AND: K & Z DEVELOPMENT  
(an Ohio Limited Partnership)

BY: ITS GENERAL PARTNER,  
ZAREMBA PROPERTIES WEST CO.,  
(an Ohio corporation)

By [Signature]  
Walter Zarembo, Secretary

AUTHORIZED PARTNERS OF YORK-RIDGE  
DEVELOPMENT COMPANY

STATE OF OHIO                    )  
  ) ss.  
COUNTY OF CUYAHOGA        )

BEFORE ME, a Notary Public, in and for said County and State, this day personally appeared YORK-RIDGE DEVELOPMENT COMPANY, an Ohio Partnership, by SUNRISE DEVELOPMENT CO., an Ohio Corporation, by Sam H. Miller its Vice President, and K & Z DEVELOPMENT, an Ohio Limited Partnership, by ITS GENERAL PARTNER, ZAREMBA PROPERTIES WEST CO., an Ohio Corporation, by Walter Zarembo, its Secretary, who executed the above instrument and acknowledged that they did examine and read the same, and that they did sign it, and that such signing was their free act and deed in the capacities indicated by their signatures and designations.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed my official seal at Cleveland, Ohio, this 5 day of February, 1979.

[Signature]  
NOTARY PUBLIC

THIS INSTRUMENT PREPARED BY:  
Gerald I. Arnson, Esq.  
1300 Bond Court Building  
1300 East Ninth Street  
Cleveland, Ohio 44114  
(216) 696-3311

Notary Seal: 1979 FEB 11 1979

ANNEX "A"  
Attached to and being part of  
Amendment to the Declaration of Condominium Ownership  
for Buntingtree Condominium

The legal description of Phase No. 4-A Parcel is as follows:

Situated in the City of North Royalton, County of Cuyahoga and State of Ohio and known as being part of Original Royalton Township Section No. 9, being further described as follows:

Beginning in the Easterly line of York Road, 60 feet wide, at its intersection with the Northerly line of land conveyed to Michael F. and Anna C. Cahill by deed recorded in Volume 8414, Page 119 of Cuyahoga County Deed Records;

Thence from said place of beginning South 89° 09' 57" East, along said Northerly line of land so conveyed to Michael F. and Anna C. Cahill, 629.89 feet to a point therein and the principal place of beginning for premises herein described:

Thence from said principal place of beginning North 0° 50' 03" East, 332.63 feet to a point;

Thence South 89° 09' 57" East, 8.32 feet to a point of curvature;

Thence Easterly, 192.19 feet along the arc of a circle deflecting to the left, said arc having a radius of 698.54 feet and a chord which bears North 82° 57' 08" East, 191.58 feet to a point;

Thence South 12° 52' 42" East, 33.45 feet to a point;

Thence South 0° 50' 03" West, 168.41 feet to a point;

Thence South 89° 09' 57" East, 169.26 feet to a point;

Thence South 6° 38' 37" East, 159.34 feet to a point in said Northerly line of land conveyed to Michael F. and Anna C. Cahill;

Thence North 89° 09' 57" West, along said Northerly line of land conveyed to Michael F. and Anna C. Cahill, 396.03 feet to the principal place of beginning and containing 2.2644 Acres of land, be the same more or less, but subject to all legal highways.

AMENDED EXHIBIT "B"

PERCENTAGE OF INTEREST IN COMMON AREAS AND FACILITIES

PHASE 1

<u>Unit No.</u>	<u>Percentage of Interest</u>
<u>Building No. 1</u>	
101	01.393181139
102	01.343335659
103	01.343335659
104	01.343335659
105	01.343335659
106	01.393181139
<u>Building No. 2</u>	
107	01.393181139
108	01.343335659
109	01.343335659
110	01.343335659
111	01.343335659
112	01.393181139
<u>Building No. 3</u>	
113	01.318412920
114	01.268567441
115	01.268567441
116	01.318412920
<u>Building No. 4</u>	
117	01.318412920
118	01.268567441
119	01.268567441
120	01.318412920
<u>Building No. 5</u>	
121	01.318412920
122	01.268567441
123	01.268567441
124	01.318412920
<u>Building No. 6</u>	
125	01.318412920
126	01.268567441
127	01.268567441
128	01.268567441
129	01.268567441
130	01.318412920
<u>Building No. 7</u>	
131	01.318412920
132	01.268567441
133	01.268567441
134	01.318412920



AMENDED EXHIBIT "B"

PERCENTAGE OF INTEREST IN COMMON AREAS AND FACILITIES

PHASE 4-A

<u>Unit No.</u>	<u>Percentage of Interest</u>
<u>Building No. 21</u>	
407	01.318412920
408	01.268567441
409	01.268567441
410	01.318412920
<u>Building No. 22</u>	
411	01.393181139
412	01.343335659
413	01.343335659
414	01.393181139
<u>Building No. 23</u>	
415	01.393181139
416	01.343335659
417	01.343335659
418	01.343335659
419	01.343335659
420	01.393181139

CONSENT OF MORTGAGEE

The undersigned, The Ohio Savings Association, an Ohio Corporation, is mortgagee of all or part of the Premises and the Condominium Property described in the within Amendment to the Declaration of Condominium Ownership for Buntingtree Condominium by virtue of Mortgage Deeds executed by York-Ridge Development Company, and recorded in Mortgage Records of The Recorder of Cuyahoga County in Volume 14339, Page 575, and Volume 14589, Page 75.

The undersigned hereby consents to the execution and delivery of the foregoing Second Amendment to the Declaration of Condominium Ownership and to the filing thereof in the Office of the County Recorder of Cuyahoga County, Ohio, and, further, subjects and subordinates said Mortgage Deed to the Declaration of Condominium Ownership and By-Laws, as amended, with Exhibits attached thereto, and to the provisions of Chapter 5311 of the Ohio Revised Code, to the extent that said Mortgage is a mortgage upon or affects part or all of the Premises and the Condominium Property.

Signed and acknowledged in the presence of:

THE OHIO SAVINGS ASSOCIATION, an Ohio corporation

Louise M. Jones

By Robert M. Thomas  
Robert M. Thomas, Vice President

Kenneth Oglet

By David C. Houghtlin  
David C. Houghtlin, Vice President

STATE OF OHIO            )  
  ) SS:  
COUNTY OF CUYAHOGA    )

BEFORE ME, a Notary Public in and for said County and State personally appeared Robert M. Thomas, the Vice President, and David C. Houghtlin, the Vice President of THE OHIO SAVINGS ASSOCIATION, who, having been first duly sworn acknowledged that they did execute the foregoing instrument and that the same was their free act and deed individually and as such officers and the free act and deed of said Company.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed my official seal at Cleveland, Ohio this 9th day of February, 1979.

Louise M. Jones  
NOTARY PUBLIC

GIAbz  
41179

CONFORMED COPY

Amendment to the Declaration of Condominium  
Ownership recorded in Volume 15025, Page 161,  
et seq., Cuyahoga County Records, April 23, 1979.  
Drawings recorded in Volume 36, Pages 1 to 8,  
inclusive, Condominium Map Records, April 23, 1979.

FIFTH AMENDMENT TO THE  
DECLARATION OF CONDOMINIUM OWNERSHIP  
FOR  
BUNTINGTREE CONDOMINIUM

This will certify that a copy of this Amendment to the  
Declaration was filed in the Office of the County Auditor,  
Cuyahoga County, Ohio, on 23rd April, 19 79.

COUNTY AUDITOR

By Dianne L. Berry  
Chief Deputy

This instrument prepared by:  
Gerald I. Arnson  
Attorney at Law  
1300 Bond Court Building  
1300 East Ninth Street  
Cleveland, Ohio 44114  
(216) 696-3311

1979



FIFTH AMENDMENT TO THE  
DECLARATION OF CONDOMINIUM OWNERSHIP FOR  
BUNTINGTREE CONDOMINIUM

WHEREAS, YORK-RIDGE DEVELOPMENT COMPANY, (hereinafter, and in the Declaration identified below, referred to as the "Grantor") was the owner in fee simple of the real property hereinbelow described as "Phase No. 1 Parcel", and the owner of the real property hereinbelow described as "Phase No. 2 Parcel", and the owner of the real property described as "Phase No. 4-A Parcel", (said Phase Nos. 1, 2 and 4-A Parcels hereinafter sometimes collectively referred to as the "Buntingtree Condominium"); and

WHEREAS, Grantor has heretofore submitted Phase No. 1 Parcel of said Buntingtree Condominium together with the improvements thereon constructed, to the provisions of Chapter 5311 of the Ohio Revised Code (said Chapter 5311 being hereinafter referred to as the "Condominium Act") as Condominium Property by filing the Declaration of Condominium Ownership for Buntingtree Condominium (hereinafter referred to as the "Declaration"), together with the By-Laws attached thereto (Exhibit "C"), the Sketch to Accompany Declaration Legal Description (Exhibit "A-1"), the Percentage of Interest in Common Areas and Facilities (Exhibit "B"), Legal Description of Phase Nos. 1, 2, 3, 4, 5, 6 and 7 Parcels (Exhibit "D", "E", "F", "G", "H", "I" and "J", respectively) and the Management Agreement (Exhibit "K"), which was recorded January 23, 1978 in Volume 14664, Page 1, et seq., of Cuyahoga County Records, and the Drawings (Exhibit "A") recorded simultaneously in Volume 30, Pages 48 to 56, inclusive, of Condominium Map Records; and

WHEREAS, Grantor has also heretofore submitted Phase No. 2 Parcel of said Buntingtree Condominium together with improvements thereon constructed, to the Condominium Act as Condominium Property by filing an instrument entitled "Amendment to The Declaration of Condominium Ownership" (hereinafter referred to as the "First Amendment"), together with the legal description of Phase No. 2 Parcel (Annex "A") and the Percentage of Interest in Common Areas and Facilities (amended Exhibit "B"), which was recorded May 5, 1978 in Volume 14696, Page 535, et seq., of Cuyahoga County Records, and the Drawings (Exhibit "A") as amended, were recorded simultaneously in Volume 31, Pages 27 to 35, inclusive, of Condominium Map Records; and

WHEREAS, Grantor has heretofore filed an instrument entitled "Second Amendment to the Declaration of Condominium Ownership for Buntingtree Condominium" (hereinafter referred to as the "Second Amendment"), with the Cuyahoga County Recorder and recorded January 24, 1979, in Volume 14897, Page 915, et seq., of Cuyahoga County

Records, which, among other things, amended the Declaration so as to correct the inadvertent omission of certain words that should have been part of the language set forth in Paragraph A. of Article XVI of the Declaration and an incorrect Exhibit reference inadvertently made in Paragraph C. of Article XVI of the Declaration; and

WHEREAS, Grantor has heretofore filed an instrument entitled "Third Amendment to the Declaration of Condominium Ownership for Buntingtree Condominium" (hereinafter referred to as the "Third Amendment"), with the Cuyahoga County Recorder and recorded February 6, 1979, in Volume 15001, Page 929, et seq., of Cuyahoga County Records, which, among other things, amended the Declaration so as to correct the inadvertent inclusion of certain words in Paragraph B. of Article XVII of the Declaration and to divide the Phase 3 Parcel and Phase 4 Parcel into a Phase 3-A and 3-B Parcel and a Phase 4-A and 4-B Parcel, respectively; and

WHEREAS, Grantor has heretofore submitted Phase No. 4-A Parcel of said Buntingtree Condominium together with improvements thereon constructed, to the Condominium Act as Condominium Property by filing an instrument entitled "Fourth Amendment to the Declaration of Condominium Ownership for Buntingtree Condominium" (hereinafter referred to as the "Fourth Amendment"), together with the legal description of Phase No. 4-A Parcel (Annex "A") and the percentage of interest in Common Areas and Facilities (amended Exhibit "B"), which was recorded February 14, 1979, in Volume 15004, Page 139, et seq., of the Cuyahoga County Records, and the Drawings (Exhibit "A") as amended, were recorded simultaneously in Volume 35, Page 119 to 126, inclusive, of the Condominium Map Records; and

WHEREAS, it is the desire of the Grantor to submit Phase 3-A Parcel of said Buntingtree Condominium, together with the improvements thereon constructed and hereinafter described, to the Condominium Property; and

WHEREAS, pursuant to Article XVI, Article XVII and Article XVIII of the Declaration of Condominium Ownership for Buntingtree Condominium, Grantor has reserved unto itself the right to amend the Declaration of Ownership, the By-Laws and the Drawings;

NOW, THEREFORE, Grantor hereby declares:

1. The Declaration, as amended by the First Amendment, the Second Amendment, the Third Amendment and the Fourth Amendment, is hereby further amended as follows:

A. Article I of the Declaration, entitled DEFINITIONS, is further amended by adding to the end of the previous amendment to Paragraph (P) the following: "Drawings No. SA-1, and A-1 through A-7, being eight (8) pages of Drawings, pertaining to Phase No. 3-A,".

B. Article IV of the Declaration, entitled GENERAL DESCRIPTION OF CONDOMINIUM PROPERTY, is further amended to be as follows:

"Until amended as provided in Article XVI hereof, the Condominium Property consists of the following:

(1) Phase No. 1 Parcel and Phase No. 1 Buildings and other improvements located thereon, including, without limitation (a) three (3) Hexaplexes containing a total of eighteen (18) Units and eighteen (18) attached Garages, and (b) four (4) Quadraplexes containing a total of sixteen (16) Units and sixteen (16) attached Garages, (an overall total of thirty-four (34) Units and thirty-four (34) attached Garages contained in the seven (7) Phase No. 1 Buildings, (c) together with all easements, rights and appurtenances belonging thereto, and (d) all articles of personal property existing thereon for the common use of the Unit Owners. The Buildings are each two (2) stories in height with basements and attached garages and are constructed principally of concrete, cement block, brick and wood. The location, layout, dimensions and number of rooms in each of the Units and the Common Areas and Facilities are shown graphically on the Drawings.

(2) Phase No. 2 Parcel and Phase No. 2 Buildings and other improvements located thereon, including without limitation (a) four (4) Hexaplexes containing a total of twenty-four (24) Units and twenty-four (24) attached Garages, and (b) one (1) Quadraplex containing a total of four (4) Units and four (4) attached Garages, (an overall total of twenty-seven (27) Units and twenty-seven (27) attached Garages contained in the five (5) Phase No. 2 Buildings), (c) together with all easements, rights and appurtenances belonging thereto, and (d) all articles of personal property existing thereon for the common use of the Unit Owners. The Buildings are each two (2) stories in height with basements and attached garages and are constructed principally of concrete, cement block, brick and wood. The location, layout, dimensions and number of rooms in each of the Units and the Common Areas and Facilities are shown graphically on the Drawings.

(3) Phase No. 4-A Parcel and Phase No. 4-A Buildings and other improvements located thereon, including without limitation (a) two (2) Quadraplexes containing a total of eight (8) Units and eight (8) attached Garages, and (b) one (1) Hexaplex containing a total of six (6) Units and six (6) attached Garages, (an overall total of fourteen (14) Units and fourteen (14) attached Garages contained in the three (3) Phase No. 4-A Buildings), (c) together with all easements, rights and appurtenances belonging thereto, and (d) all articles of personal property existing thereon for the common use of the Unit Owners. The Buildings are each two (2) stories in height with basements and attached garages and are constructed principally of concrete, cement block, brick and wood. The location, layout, dimensions and number of rooms in each of the Units and the Common Areas and Facilities are shown graphically on the Drawings.

(4) Phase No. 3-A Parcel and Phase No. 3-A Buildings and other improvements located thereon, including without limitation (a) two (2) Quadraplexes containing a total of eight (8) Units and eight (8) attached Garages, and (b) two (2) Hexaplexes containing a total of twelve (12) Units and twelve (12) attached Garages, (an overall total of twenty (20) Units and twenty (20) attached Garages contained in the four (4) Phase No. 3-A Buildings), (c) together with all easements, rights and appurtenances belonging thereto, and (d) all

articles of personal property existing thereon for the common use of the Unit Owners. The Buildings are each two (2) stories in height with basements and attached garages and are constructed principally of concrete, cement block, brick and wood. The location, lay-out, dimensions and number of rooms in each of the Units and the Common Areas and facilities are shown graphically on the Drawings.

(5) The Buildings are nineteen (19) two-story, residential buildings with basements and one (1) car attached garages. Building Nos. 1, 2, 6, 9, 10, 11, 12, 14, 15 and 23 are Hexaplexes, and Building Nos. 3, 4, 5, 7, 8, 16, 17, 21 and 22 are Quadraplexes. The Buildings are of frame construction with wood siding exterior, a poured concrete and/or cement block basement, aluminum framed windows, asphalt shingle roofs, wood floor joists and wall studs, and drywall, with double-walled construction between Units. Each of the Buildings has patios in the rear, wooden decks with wooden steps in the front, concrete private walks in the front, privacy fences between Units in the rear, and single car garages attached thereto (which are of like construction as the remaining part of the Buildings). Building Nos. 1, 2, 12, 14, 15, 22 and 23, and two (2) Units in Building No. 3 have walk-out basements and balconies. The exact number and location of the patios, wooden decks and steps, concrete private walk, privacy fences, garages, walk-out basements and balconies are as shown on the Drawings.

(5) Each of the Buildings is designated by number, contains side by side two-story-with-basement-and-attached-garage Units, and each of the Units has a postal mailing address. The Building number, the Units contained therein, and the postal mailing address of each Unit is designated as follows:

PHASE NO. 1

<u>Building Number</u>	<u>Unit Number</u>	<u>Mailing Address</u>
1	101	9500 Madison Lane, North Royalton, Ohio 44133
1	102	9496 Madison Lane, North Royalton, Ohio 44133
1	103	9492 Madison Lane, North Royalton, Ohio 44133
1	104	9488 Madison Lane, North Royalton, Ohio 44133
1	105	9484 Madison Lane, North Royalton, Ohio 44133
1	106	9480 Madison Lane, North Royalton, Ohio 44133
2	107	9476 Madison Lane, North Royalton, Ohio 44133
2	108	9472 Madison Lane, North Royalton, Ohio 44133
2	109	9468 Madison Lane, North Royalton, Ohio 44133
2	110	9464 Madison Lane, North Royalton, Ohio 44133
2	111	9460 Madison Lane, North Royalton, Ohio 44133
2	112	9456 Madison Lane, North Royalton, Ohio 44133
3	113	9452 Madison Lane, North Royalton, Ohio 44133
3	114	9448 Madison Lane, North Royalton, Ohio 44133
3	115	9444 Madison Lane, North Royalton, Ohio 44133
3	116	9440 Madison Lane, North Royalton, Ohio 44133

<u>Building Number</u>	<u>Unit Number</u>	<u>Mailing Address</u>
4	118	9435 Madison Lane, North Royalton, Ohio 44133
4	119	9439 Madison Lane, North Royalton, Ohio 44133
4	120	9443 Madison Lane, North Royalton, Ohio 44133
5	121	9447 Madison Lane, North Royalton, Ohio 44133
5	122	9451 Madison Lane, North Royalton, Ohio 44133
5	123	9455 Madison Lane, North Royalton, Ohio 44133
5	124	9459 Madison Lane, North Royalton, Ohio 44133
6	125	9463 Madison Lane, North Royalton, Ohio 44133
6	126	9467 Madison Lane, North Royalton, Ohio 44133
6	127	9471 Madison Lane, North Royalton, Ohio 44133
6	128	9475 Madison Lane, North Royalton, Ohio 44133
6	129	9479 Madison Lane, North Royalton, Ohio 44133
6	130	9483 Madison Lane, North Royalton, Ohio 44133
7	131	9487 Madison Lane, North Royalton, Ohio 44133
7	132	9491 Madison Lane, North Royalton, Ohio 44133
7	133	9495 Madison Lane, North Royalton, Ohio 44133
7	134	9499 Madison Lane, North Royalton, Ohio 44133

PHASE NO. 2

<u>Building Number</u>	<u>Unit Number</u>	<u>Mailing Address</u>
8	201	9500 Langdon Lane, North Royalton, Ohio 44133
8	202	9496 Langdon Lane, North Royalton, Ohio 44133
8	203	9492 Langdon Lane, North Royalton, Ohio 44133
8	204	9488 Langdon Lane, North Royalton, Ohio 44133
9	205	9407 Langdon Lane, North Royalton, Ohio 44133
9	206	9411 Langdon Lane, North Royalton, Ohio 44133
9	207	9415 Langdon Lane, North Royalton, Ohio 44133
9	208	9419 Langdon Lane, North Royalton, Ohio 44133
9	209	9423 Langdon Lane, North Royalton, Ohio 44133
9	210	9427 Langdon Lane, North Royalton, Ohio 44133
10	211	9431 Langdon Lane, North Royalton, Ohio 44133
10	212	9435 Langdon Lane, North Royalton, Ohio 44133
10	213	9439 Langdon Lane, North Royalton, Ohio 44133
10	214	9443 Langdon Lane, North Royalton, Ohio 44133
10	215	9447 Langdon Lane, North Royalton, Ohio 44133
10	216	9451 Langdon Lane, North Royalton, Ohio 44133
11	217	9455 Langdon Lane, North Royalton, Ohio 44133
11	218	9459 Langdon Lane, North Royalton, Ohio 44133
11	219	9463 Langdon Lane, North Royalton, Ohio 44133
11	220	9467 Langdon Lane, North Royalton, Ohio 44133
11	221	9471 Langdon Lane, North Royalton, Ohio 44133
11	222	9475 Langdon Lane, North Royalton, Ohio 44133

<u>Building Number</u>	<u>Unit Number</u>	<u>Mailing Address</u>
12	223	9479 Langdon Lane, North Royalton, Ohio 44133
12	224	9483 Langdon Lane, North Royalton, Ohio 44133
12	225	9487 Langdon Lane, North Royalton, Ohio 44133
12	226	9491 Langdon Lane, North Royalton, Ohio 44133
12	227	9495 Langdon Lane, North Royalton, Ohio 44133
12	228	9499 Langdon Lane, North Royalton, Ohio 44133

PHASE NO. 3-A

<u>Building Number</u>	<u>Unit Number</u>	<u>Mailing Address</u>
14	305	9396 Sherman Lane, North Royalton, Ohio 44133
14	306	9392 Sherman Lane, North Royalton, Ohio 44133
14	307	9388 Sherman Lane, North Royalton, Ohio 44133
14	308	9384 Sherman Lane, North Royalton, Ohio 44133
14	309	9380 Sherman Lane, North Royalton, Ohio 44133
14	310	9376 Sherman Lane, North Royalton, Ohio 44133
15	311	9372 Sherman Lane, North Royalton, Ohio 44133
15	312	9368 Sherman Lane, North Royalton, Ohio 44133
15	313	9364 Sherman Lane, North Royalton, Ohio 44133
15	314	9360 Sherman Lane, North Royalton, Ohio 44133
15	315	9356 Sherman Lane, North Royalton, Ohio 44133
15	316	9352 Sherman Lane, North Royalton, Ohio 44133
16	317	9341 Sherman Lane, North Royalton, Ohio 44133
16	318	9345 Sherman Lane, North Royalton, Ohio 44133
16	319	9349 Sherman Lane, North Royalton, Ohio 44133
16	320	9353 Sherman Lane, North Royalton, Ohio 44133
17	321	9361 Sherman Lane, North Royalton, Ohio 44133
17	322	9365 Sherman Lane, North Royalton, Ohio 44133
17	323	9369 Sherman Lane, North Royalton, Ohio 44133
17	324	9373 Sherman Lane, North Royalton, Ohio 44133

PHASE NO. 4-A

<u>Building Number</u>	<u>Unit Number</u>	<u>Mailing Address</u>
21	407	9397 Bassett Lane, North Royalton, Ohio 44133
21	408	9393 Bassett Lane, North Royalton, Ohio 44133
21	409	9389 Bassett Lane, North Royalton, Ohio 44133
21	410	9385 Bassett Lane, North Royalton, Ohio 44133
22	411	9386 Bassett Lane, North Royalton, Ohio 44133
22	412	9390 Bassett Lane, North Royalton, Ohio 44133
22	413	9394 Bassett Lane, North Royalton, Ohio 44133
22	414	9398 Bassett Lane, North Royalton, Ohio 44133

<u>Building Number</u>	<u>Unit Number</u>	<u>Mailing Address</u>
23	415	9404 Bassett Lane, North Royalton, Ohio 44133
23	416	9408 Bassett Lane, North Royalton, Ohio 44133
23	417	9412 Bassett Lane, North Royalton, Ohio 44133
23	418	9416 Bassett Lane, North Royalton, Ohio 44133
23	419	9420 Bassett Lane, North Royalton, Ohio 44133
23	420	9424 Bassett Lane, North Royalton, Ohio 44133

C. Article V of the Declaration, entitled DESCRIPTION OF UNITS, is further amended by making the following deletions, insertions and/or substitutions:

(1) By deleting the previous amendment to Page 8, line 1, namely, the following: "seventy-six (76) Units comprised in the Phase No. 1, No. 2 and No. 4-A", and by substituting therefor the following: "ninety-six (96) Units comprised in the Phase No. 1, No. 2, No. 3-A, and No. 4-A"; and

(2) By deleting the previous amendment to the first line of Paragraph (bb), namely the following: "Phase No. 1, No. 2 and No. 4-A", and by substituting therefor the following: "Phase No. 1, No. 2, No. 3-A and No. 4-A".

D. Article VI of the Declaration, entitled COMMON AREAS AND FACILITIES, is further amended by making the following deletions, insertions and/or substitutions:

(1) By deleting the previous amendment to Subparagraph A(1), line 3, namely, the following: "Phase No. 1, No. 2 and No. 4-A", and by substituting therefor the following: "Phase No. 1, No. 2, No. 3-A and No. 4-A"; and

(2) By deleting the previous amendment to Subparagraph A(9), line 3, namely, the following: "Phase No. 1, No. 2 and No. 4-A Parcels", and by substituting therefor the following: "Phase No. 1, No. 2, No. 3-A and No. 4-A Parcels"; and

(3) By deleting the previous amendment to Subparagraph A(10), line 1, namely, the following: "Phase No. 1, No. 2 and No. 4-A", and by substituting therefor the following: "Phase No. 1, No. 2, No. 3-A and No. 4-A"; and

(4) By deleting the previous amendment to Paragraph D., line 5, namely, the following: "Phase No. 1, No. 2 and No. 4-A Parcels", and by substituting therefor the following: "Phase No. 1, No. 2, No. 3-A and No. 4-A Parcels".

E. Article X of the Declaration, entitled EASEMENTS, is further amended by making the following deletions, insertions and/or substitutions:

(1) By deleting the previous amendment to Paragraph C., line 8, namely, the following: "Phase No. 1, No. 2 and No. 4-A Parcels", and by substituting therefor the following: "Phase No. 1, No. 2, No. 3-A and No. 4-A Parcels"; and

(2) By deleting the previous amendment to Paragraph C., line 9, namely, the following: "Phase Nos. 3-A, 3-B, 4-B, 5, 6 and 7 Parcels", and by substituting therefor the following: "Phase Nos. 3-B, 4-B, 5, 6 and 7 Parcels,"; and

(3) By deleting the previous amendment to Paragraph D., lines 2 and 3, namely, the following: "Phase No. 1, No. 2 and No. 4-A Parcels", and by substituting therefor the following: "Phase No. 1, No. 2, No. 3-A and No. 4-A Parcels"; and

(4) By deleting the previous amendment to Paragraph D., line 3, namely, the following: "Phase Nos. 3-A, 3-B, 4-B, 5, 6 and 7 Parcels," and by substituting therefor the following: "Phase Nos. 3-B, 4-B, 5, 6 and 7 Parcels,"; and

(5) By deleting the previous amendment to Paragraph D., line 5, namely, the following: "Phase Nos. 3-A, 3-B, 4-B, 5, 6 and 7 Parcels," and by substituting therefor the following: "Phase Nos. 3-B, 4-B, 5, 6 and 7 Parcels,"; and

(6) By deleting the previous amendment to Paragraph D., line 8, namely, the following: "Phase Nos. 3-A, 3-B, 4-B, 5, 6 and 7 Parcels," and by substituting therefor the following: "Phase Nos. 3-B, 4-B, 5, 6 and 7 Parcels,".

F. Article XVII of the Declaration, entitled AMENDMENTS, is further amended by making the following deletions, insertions and/or substitutions:

(1) By deleting the previous amendment to Subparagraph A.(2), line 9 on Page 52, namely, the following: "Phase No. 1, No. 2 and No. 4-A Parcels.", and by substituting therefor the following: "Phase No. 1, No. 2, No. 3-A and No. 4-A Parcels."; and

(2) By deleting the previous amendment to Subparagraph A.(2), line 12 on Page 52, namely, the following: "Phase No. 1, No. 2 and No. 4-A Parcels," and by substituting therefor the following: "Phase No. 1, No. 2, No. 3-A and No. 4-A Parcels,"; and

(3) By deleting the previous amendment to Subparagraph A.(2), line 7 on Page 53, namely, the following: "Phase No. 1, No. 2 and No. 4-A Parcels", and by substituting therefor the following: "Phase No. 1, No. 2, No. 3-A and No. 4-A Parcels"; and



(4) By deleting the previous amendment to Subparagraph A.(2), line 35 on Page 53, namely, the following: "Phase No. 1, No. 2 and No. 4-A Parcels," and by substituting therefor the following: "Phase No. 1, No. 2, No. 3-A and No. 4-A Parcels,".

2. This Amendment to the Declaration, together with the Amended Drawings attached as Exhibit "A" hereto, the amendment to the Percentage of Interest in Common Areas and Facilities attached as Amended Exhibit "B" hereto, and the other amended Exhibits attached hereto, shall and do hereby amend and modify, effective as of the filing for record of this instrument, the specific items and/or provisions of the declaration and/or By-Laws as is set forth hereinabove, together with the Exhibit "A", Amended Exhibit "B" and the other Exhibits attached to the Declaration; and, in addition to the items, provisions, Articles, Sections, Subparagraphs, Drawings and/or Sheets specifically mentioned hereinabove, this Amendment to the Declaration and said Amended Drawings and other amended Exhibits shall and do hereby amend and modify any and all other items, provisions, Articles, Sections, Subparagraphs, Drawings and/or Sheets of the Declaration and/or the Drawings and/or By-Laws and/or other Exhibits attached as Exhibits thereto, which shall be affected by any and all of said specific amendments and/or modifications in order to effectuate this Amendment to the Declaration and the purposes thereof. All references in the Declaration and/or herein to the "Declaration", "By-Laws", "Drawings" and/or other Exhibits shall be deemed to be references to the "Declaration", "By-Laws", "Drawings" and/or other "Exhibits" as amended hereby.

Anything to the contrary contained herein notwithstanding, except as expressly modified by this Amendment to add Phase No. 3-A Parcel, the Declaration is and continues to be in full force and effect and fully applicable to the former Condominium Property and to all property added by this Amendment.

IN WITNESS WHEREOF, the said YORK-RIDGE DEVELOPMENT COMPANY, the "Grantor" as aforesaid, has caused this instrument to be executed by its General Partners, and by execution of this instrument the Grantor certifies and states, after first having been duly sworn according to law, that a copy of the within Amendment has been mailed to all Unit Owners and all first mortgagees having bona fide liens of record against Ownership Interest, on this 13<sup>th</sup> day of April, 1979, at



ANNEX "A"

Attached to and being part of  
Amendment to the Declaration of Condominium Ownership  
for Buntingtree Condominium

The legal description of Phase No. 3-A Parcel is as follows:

Situated in the City of North Royalton, County of Cuyahoga and State of Ohio and known as being part of Original Royalton Township Section No. 9, being further described as follows:

Beginning in the Easterly line of York Road, 60 feet wide, at its intersection with the Northerly line of land conveyed to Zarembo Properties West Co. by deed recorded in Volume 12986, Page 11 of Cuyahoga County Deed Records;

Thence from said place of beginning South  $89^{\circ} 30' 44''$  East, along said Northerly line of land so conveyed to Zarembo Properties West Co., 519.90 feet to a point therein and the principal place of beginning for premises herein described;

Thence from said principal place of beginning, continuing South  $89^{\circ} 30' 44''$  East, along said Northerly line of land conveyed to Zarembo Properties West Co., 416.21 feet to a point therein;

Thence South  $9^{\circ} 40' 06''$  East, 279.15 feet to a point;

Thence North  $89^{\circ} 09' 57''$  West, 285.50 feet to a point;

Thence South  $1^{\circ} 37' 42''$  East, 48.98 feet to a point;

Thence South  $50^{\circ} 37' 42''$  East, 238.09 feet to a point;

Thence South  $12^{\circ} 52' 42''$  East, 39.55 feet to a point;

Thence Southwesterly, 65.03 feet along the arc of a circle deflecting to the right, said arc having a radius of 638.54 feet and a chord which bears South  $77^{\circ} 20' 47''$  West, 65.00 feet to a point;

Thence North  $12^{\circ} 52' 42''$  West, 17.07 feet to a point;

Thence North  $50^{\circ} 37' 42''$  West, 198.49 feet to a point;

Thence North  $89^{\circ} 09' 57''$  West, 156.79 feet to a point;

Thence North  $0^{\circ} 50' 03''$  East, 382.56 feet to the principal place of beginning and containing 3.5858 Acres of land, be the same more or less, but subject to all legal highways.

AMENDED EXHIBIT "B"

PERCENTAGE OF INTEREST IN COMMON AREAS AND FACILITIES

PHASE 1

<u>Unit No.</u>	<u>Percentage of Interest</u>
<u>Building No. 1</u>	
101	01.0998
102	01.0606
103	01.0606
104	01.0606
105	01.0606
106	01.0998
<u>Building No. 2</u>	
107	01.0998
108	01.0606
109	01.0606
110	01.0606
111	01.0606
112	01.0998
<u>Building No. 3</u>	
113	01.0408
114	01.0015
115	01.0015
116	01.0408
<u>Building No. 4</u>	
117	01.0408
118	01.0015
119	01.0015
120	01.0408
<u>Building No. 5</u>	
121	01.0408
122	01.0015
123	01.0015
124	01.0408
<u>Building No. 6</u>	
125	01.0408
126	01.0015
127	01.0015
128	01.0015
129	01.0015
130	01.0408
<u>Building No. 7</u>	
131	01.0408
132	01.0015
133	01.0015
134	01.0408

AMENDED EXHIBIT "B"

PERCENTAGE OF INTEREST IN COMMON AREAS AND FACILITIES

PHASE 2

<u>Unit No.</u>	<u>Percentage of Interest</u>
<u>Building No. 8</u>	
201	01.0408
202	01.0015
203	01.0015
204	01.0408
<u>Building No. 9</u>	
205	01.0408
206	01.0015
207	01.0015
208	01.0015
209	01.0015
210	01.0408
<u>Building No. 10</u>	
211	01.0408
212	01.0015
213	01.0015
214	01.0015
215	01.0015
216	01.0408
<u>Building No. 11</u>	
217	01.0408
218	01.0015
219	01.0015
220	01.0015
221	01.0015
222	01.0408
<u>Building No. 12</u>	
223	01.0998
224	01.0606
225	01.0606
226	01.0606
227	01.0606
228	01.0998



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RECORDED  
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CUYAHOGA COUNTY RECORDER

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VOL. 88-3426 PAGE 52

AMENDMENT TO THE  
DECLARATION OF CONDOMINIUM OWNERSHIP  
FOR THE BUNTINGTREE CONDOMINIUM

AMENDMENTS TO THE  
DECLARATION OF CONDOMINIUM OWNERSHIP  
FOR THE BUNTINGTREE CONDOMINIUM

WHEREAS, the Declaration of Condominium Ownership for the Buntingtree Condominium was recorded in Volume 14664, Page 1 et seq., of Cuyahoga County records, and

WHEREAS, The Buntingtree Condominium Owners' Association, Inc. is a corporation consisting of all Family Unit Owners in the Buntingtree Condominium and as such is the representative of said owners, and

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

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

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

WHEREAS, the Association has in its records the signed consents to the amendment signed by 79.79% of the Family Unit owners and further has in its records the consents, if any, of the mortgagees as certified to by the Secretary in the Attached Exhibit B, and

WHEREAS, the Association has in its records the signed power of attorney signed by 79.79% of the Family Unit owners authorizing the officers of the Buntingtree Condominium Unit Owners Association, Inc. to execute this recorded document on their behalf, and

WHEREAS, the proceedings necessary to Amend the Declaration as required by Chapter 5311 of the Ohio Revised Code and the Declaration of Condominium Ownership for the Buntingtree Condominium have in all respects been complied with,

NOW THEREFORE, the Declaration of Condominium Ownership of the Buntingtree Condominium is hereby amended by the following:





AFFIDAVIT

VOL. 88-3426 PAGE 55

STATE OF OHIO )  
 ) SS  
COUNTY OF CUYAHOGA )

EDWARD MORRISH, being first duly sworn, states as follows:

1) He is the duly elected and acting president of the Buntingtree Condominium Owners' Association, Inc.

2) As such President he caused a copy of the proposed amendment to the Declaration of the Buntingtree Condominium concerning the addition of a new section entitled "Annual Meeting" to be mailed by certified mail to all mortgagees on the records of the Association having bona fide liens of record against any Family Unit ownership.

3) Further affiant sayeth naught.

Edward Morrish  
EDWARD MORRISH, President

Before Me, a Notary Public in and for said County, personally appeared the above named EDWARD MORRISH who acknowledged that he did sign the foregoing instrument and that the same is his free act and deed.

In Testimony Whereof, I have hereunto set my hand and official seal at Cleveland, Ohio this 1<sup>st</sup> day of July, 1988.

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.

CERTIFICATION OF SECRETARY

The undersigned being the duly elected and qualified secretary of the Buntingtree Condominium Owners Association, Inc., hereby certifies that there is on file in the records of the Association the names of the following mortgagees, if any, who have consented to the proposed Amendments to the Declaration of the Buntingtree Condominium.

N O N E

X Jean T. Schaefer  
JEAN SCHAEFER, Secretary

STATE OF OHIO            )  
                                  ) SS  
COUNTY OF CUYAHOGA    )

Before me, a Notary Public in and for said County, personally appeared the above named JEAN SCHAEFER who acknowledged that she did sign the foregoing instrument and that the same is her free act and deed.

In Testimony Whereof, I have hereunto set my hand and official seat at Cleveland, Ohio this 7<sup>th</sup> day of July, 1988.

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.

CUYAHOGA COUNTY RECORDER  
PATRICK J. O'MALLEY  
DECL 02/03/2005 08:55:44 AM  
**200502030012**

AMENDMENTS TO THE  
DECLARATION OF CONDOMINIUM OWNERSHIP  
FOR  
BUNTINGTREE CONDOMINIUM

CUYAHOGA COUNTY RECORDER  
200502030012 PAGE 1 of 6

PLEASE CROSS MARGINAL REFERENCE WITH THE DECLARATION OF  
CONDOMINIUM OWNERSHIP FOR BUNTINGTREE CONDOMINIUM RECORDED  
AT VOLUME 14664, PAGE 1 ET SEQ. OF THE CUYAHOGA COUNTY RECORDS.

**AMENDMENTS TO THE**  
**DECLARATION OF CONDOMINIUM OWNERSHIP FOR**  
**BUNTINGTREE CONDOMINIUM**

WHEREAS, the Declaration of Condominium Ownership for Buntingtree Condominium (the "Declaration") and the Bylaws of Buntingtree Condominium Owners' Association (the "Bylaws"), Exhibit "C" to the Declaration, were recorded at Cuyahoga County Records Volume 14664, Page 1 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 Buntingtree Condominium have in all respects been complied with.

NOW THEREFORE, the Declaration of Condominium Ownership for Buntingtree 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 ARTICLE VII, SECTION D, entitled "SERVICE OF PROCESS," in its entirety. Said deletion is to be made on Page 17 of the Declaration, as recorded at Cuyahoga County Records, Volume 14664, Page 1 et seq.

INSERT a new DECLARATION ARTICLE VII, SECTION D, entitled "SERVICE OF PROCESS." Said addition, to be made on Page 17 of the Declaration, as recorded at Cuyahoga County Records, Volume 14664, Page 1 et seq., is as follows:

D. 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 SECTION C, entitled "ENFORCEMENT ASSESSMENTS," to the end of DECLARATION ARTICLE XX. Said new addition, to be added on Page 62 of the Declaration, as recorded at Cuyahoga County Records, Volume 14664, Page 1 et seq., is as follows:

C. ENFORCEMENT ASSESSMENTS. In accordance with Ohio Revised Code Section 5311.081(B)(12), the Board shall have the authority to impose interest and administrative late fees for the late payment of Assessments; impose returned check charges; and, in accordance with the procedure outlined in Ohio Revised Code Section 5311.081(C)(1), impose reasonable enforcement Assessments for violations of the Declaration, the Bylaws, and the rules of the Association, and reasonable charges for damage to the Common Elements.

(6) INSERT a new 2<sup>nd</sup> PARAGRAPH to the end of DECLARATION ARTICLE IX, SECTION C, entitled "LIEN OF ASSOCIATION." Said new addition, to be added on Page 23 of the Declaration, as recorded at Cuyahoga County Records, Volume 14664, Page 1 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 ARTICLE XI, SECTION L, entitled "RENTAL OF UNITS." Said new addition, to be added on Page 35 of the Declaration, as recorded at Cuyahoga County Records, Volume 14664, Page 1 et seq., is as follows:

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

(8) INSERT a new 2<sup>nd</sup> PARAGRAPH to the end of DECLARATION ARTICLE IX, SECTION B entitled "DIVISION OF COMMON PROFITS AND COMMON EXPENSES." Said new addition, to be added on Page 22 of the Declaration, as recorded at Cuyahoga County Records, Volume 14664, Page 1 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 2<sup>nd</sup> PARAGRAPH to the end of BYLAWS ARTICLE IV, SECTION 5, entitled "Special Services and User Charges." Said new addition, to be added on Page 15 of the Bylaws, Exhibit "C" of the Declaration, as recorded at Cuyahoga County Records, Volume 14664, Page 1 et seq., is as follows:

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

(10) INSERT a new SECTION S, entitled "OWNER/RESIDENT INFORMATION," to DECLARATION ARTICLE XI. Said new addition, to be added on Page 36 of the Declaration, as recorded at Cuyahoga County Records, Volume 14664, Page 1 et seq., is as follows:

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

(11) INSERT a new SENTENCE to the end of BYLAWS ARTICLE V, SECTION 2, entitled "Preparation of Estimated Budget." Said new addition, to be added on Page 17 of the Bylaws, Exhibit "C" of the Declaration, as recorded at Cuyahoga County Records, Volume 14664, Page 1 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.

(12) INSERT a new PARAGRAPH (i) to BYLAWS ARTICLE II, SECTION 8, entitled "Powers and Duties," and INSERT new SUBPARAGRAPHS (1), and (2), thereafter. Said new additions to be added on Page 8 of the Bylaws, Exhibit "C" of the Declaration, as recorded at Cuyahoga County Records, Volume 14664, Page 1 et seq., is as follows:

- (i) 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) Grant easements, leases, licenses, and concessions through or over the Common Elements;
  - (2) 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 Buntingtree Condominium Owners' Association, Inc. has caused the execution of this instrument this 1st day of February, 2005.

BUNTINGTREE CONDOMINIUM OWNERS' ASSOCIATION, INC.

By: Jean G. Sheeley  
JEAN G. SHEELEY, its President



STATE OF OHIO )  
 ) SS  
COUNTY OF CUYAHOGA )

CUYAHOGA COUNTY RECORDER  
200502030012 PAGE 6 of 6

BEFORE ME, a Notary Public, in and for said County, personally appeared the above named Buntingtree Condominium Owners' Association, Inc., by Jean G. Sheeley, its President, who acknowledged that she did sign the foregoing instrument, on Page 5 of 6, and that the same is the free act and deed of said corporation and the free act and deed of her personally and as such officer.

IN WITNESS WHEREOF, I have hereunto set my hand and official seal in Notary Registry Ohio, this 1<sup>st</sup> day of February, 2005.

Barbara S. Petrillo  
NOTARY PUBLIC

Barbara S. Petrillo  
Notary Public, State of Ohio  
My Commission Expires 9-26-2008

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



PPN:  
AMT \$0.00  
CONV \$0.00

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CUYAHOGA COUNTY FISCAL OFFICE

AMENDMENTS TO THE  
DECLARATION OF CONDOMINIUM OWNERSHIP  
FOR  
BUNTINGTREE CONDOMINIUM

PLEASE CROSS MARGINAL REFERENCE WITH THE DECLARATION OF  
CONDOMINIUM OWNERSHIP FOR BUNTINGTREE CONDOMINIUM RECORDED  
AT VOLUME 14664, PAGE 1 ET SEQ. OF THE CUYAHOGA COUNTY RECORDS.

**AMENDMENTS TO THE  
DECLARATION OF CONDOMINIUM OWNERSHIP FOR  
BUNTINGTREE CONDOMINIUM**

**RECITALS**

- A.** The Declaration of Condominium Ownership for Buntingtree Condominium (the "Declaration") and the Bylaws of Buntingtree Condominium Owners' Association, Inc., Exhibit C of the Declaration (the "Bylaws"), were recorded at Cuyahoga County Records Volume 14664, Page 1 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 Buntingtree Condominium is amended by the Board of Directors as follows:

- (1) INSERT a NEW PARAGRAPH to the end of DECLARATION ARTICLE XX, SECTION C.** Said new addition to the Declaration, as amended at Instrument No. 200502030012, 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 Unit 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 IX, SECTION C. Said modification to the Declaration, as amended at Instrument No. 200502030012, is: (new language is underlined)

The Association shall have a continuing lien upon each Unit Owner's Ownership Interest for the payment of all assessments, as defined in Paragraph A of Article I hereof, against such Unit which remains unpaid for ten (10) days after the same have become due and payable, from the time a certificate therefor, subscribed by the President or other designated representative of the Association, is filed with the Recorder of Cuyahoga County, Ohio, pursuant to authorization given by the Board.

**(3) INSERT a NEW PARAGRAPH to the end of BYLAWS ARTICLE V, 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) INSERT a NEW SENTENCE to the end of BYLAWS ARTICLE II, SECTION 1.**

Said new addition to the Bylaws is:

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 a NEW DECLARATION ARTICLE XVII, SECTION C entitled "BOARD AMENDMENTS." Said new addition to the Declaration is:

**C. BOARD AMENDMENTS**

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.

(6) **INSERT a NEW BYLAWS ARTICLE II, SECTION 8(i)(3).** Said new addition to the Bylaws, as amended at Instrument No. 200502030012, is:

(3) **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 relates to matters affecting the Condominium Property;**

(7) **INSERT a NEW PARAGRAPH to the end of DECLARATION ARTICLE XXII, SECTION L.** Said new addition to the Declaration is:

In addition, notices may be 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.**

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

**The Association may, but shall not be obligated to 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 "Fidelity Bonds" 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 may maintain blanket fidelity, crime, or dishonesty insurance coverage for any person who controls or disburses Association funds. As used in this section, "person who controls or disburses Association funds" means any individual with authority or access to sign checks, conduct electronic transfers, or otherwise withdraw funds from any Association account or deposit, including the following:

- A. A management company's principals and employees;
- B. A bookkeeper;
- C. The president, secretary, treasurer, any other board member, or employee of the 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 Buntingtree Condominium Owners' Association, Inc. has caused the execution of this instrument this 3 day of September, 2024.

**BUNTINGTREE CONDOMINIUM OWNERS' ASSOCIATION, INC.**

By:   
TAMARAH MATHENA, President

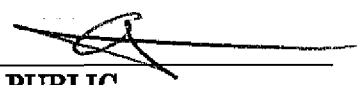
By:   
JENNIFER GRAY, Secretary

STATE OF Ohio )  
COUNTY OF Cuyahoga )

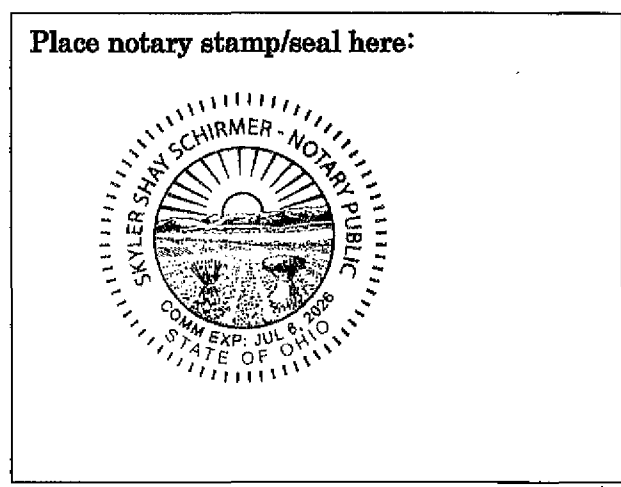
SS

**BEFORE ME**, a Notary Public, in and for the County, personally appeared the above-named Buntingtree Condominium Owners' Association, Inc., by its President and its Secretary, who acknowledged that they did sign the foregoing instrument, on page 8 of 9, 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 3rd day of September, 2024.



NOTARY PUBLIC



This instrument prepared by:  
**KAMAN & CUSIMANO, LLC**  
Attorneys at Law  
50 Public Square, Suite 2000  
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ohiocondolaw.com