220

FIRST AMENDMENT TO DECLARATION OF CONDOMINIUM OWNERSHIP FOR BLAIR PLACE CONDOMINIUM AURORA, OHIO

WHEREAS, COLONIAL FOREST ESTATES, INC., an Ohio Corporation, hereinafter referred to as "Grantor," by Declaration of Condominium Ownership ("Declaration") with the By-Laws and Drawings attached thereto, filed on August 3, 1995 with the Portage County Recorder in Volume 95, Page 55 of Portage County Plat Records and also part of a recorded Declaration of Condominiums, Volume 43, Pages 610-652 of Portage County Records, both inclusive, submitted Parcel known as Hawthorn of Aurora Cluster Site No. 2 Condominiums - Phase I and Phase II, therein to the provisions of Chapter 5311 of the Ohio Revised Code, said Condominium being known as BLAIR PLACE CONDOMINIUM, and

WHEREAS, under said Declaration the right is reserved to Grantor to add successive phases out of Phase II and Phase III and the improvements thereon and all easements, rights and appurtenances thereto and all articles of personal property existing for the Common use of the Unit Owners, and

Accord

WHEREAS, Grantor is the legal title holder of and desires to add to the Condominium Property and to submit to said Chapter 5311 the real property known as Phase II being part of Hawthorn of Aurora Cluster Site No. 2 Condominiums - Phase II which is improved with three (3) buildings containing a total of 6 Units, which real property is described as follows:

LEGAL DESCRIPTION OF PHASE II

CLUSTER SITE NO. 2 of HAWTHORN SUBDIVISION PHASE II

Situated in the City of Aurora, County of Portage and State of Ohio, and known as being part of original Aurora Township Lot 9 and also known as being part of Cluster Site No. 2 of Hawthorn Subdivision, Phase Two, as recorded in Volume 94, Page 92 of Portage County Plat Records and being further bounded and described as follows:

Commencing at the most easterly corner of Sublot 122 on the westerly right-of-way of Walnut Ridge Trail (60 feet wide) as shown on said Hawthorn Subdivision, Phase Two Plat:

Thence southeasterly along the curved right-of-way of Walnut Ridge Trail to the left, said curve having a radius of 397.04 feet and a central angle of 08 degrees 39 minutes 41 seconds for an arc distance of 60.02 feet and a chord that bears south 41 degrees 15 minutes 29 seconds east a distance of 59.96 feet to a point;

Thence south 44 degrees 24 minutes 40 seconds west a distance of 245.00 feet to the principal point of beginning of the property herein described;

See Re to Plat 96-1

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Course No. 1 - Thence south 00 degrees 53 minutes 23 seconds west a distance of 141.50 feet to a point;

Course No. 2 - Thence north 89 degrees 06 minutes 37 seconds west a distance of 299.63 feet to a point;

Course No. 3 - Thence north 07 degrees 31 minutes 17 seconds east a distance of 192.37 feet to a point of curvature;

Course No. 4 - Thence southeasterly along the arc of said curve, to the right, having a radius of 139.00 feet and a central angle of 20 degrees 29 minutes 53 seconds for an arc distance of 49.73 feet and a chord that bears south 72 degrees 13 minutes 47 seconds east a distance of 49.46 feet to a point of tangency;

Course No. 5 - Thence south 61 degrees 58 minutes 50 seconds east a distance of 50.00 feet to a point of curvature;

Course No. 6 - Thence northeasterly along the arc of said curve, to the left, having a radius of 161.00 feet and a central angle of 62 degrees 53 minutes 51 seconds for an arc distance of 176.74 feet and a chord that bears north 86 degrees 34 minutes 15 seconds east a distance of 168.00 feet to a point;

Course No. 7 - Thence south 34 degrees 52 minutes 41 seconds east a distance of 30.90 feet to the point of beginning and containing 1.0375 acres of land be the same more or less, but subject to all legal highways and easements of record.

NOW THEREFORE, Grantor, pursuant to the authority granted to it in Sections 24 and 25, of the Declaration hereby declares that the Declaration be and is hereby amended as follows:

1. Phase II being part of Cluster Site No. 2 property and improvement thereon, and all easements, rights and appurtenances thereto and all articles of personal property existing for the Common use of the Unit Owners, is hereby added to the Condominium Property as defined in Section 1 of the Declaration, and is also hereby submitted to said Chapter 5311 as a part of the Condominium in accordance with and to be governed in all respects by the terms and provisions of the Declaration as hereby amended.

2. The percentage of interest in the Common Areas and Facilities of each Unit as set forth in Section 4 is hereby amended to read as follows:

UNIT	BLDG.	STREET ADDRESS	SQUARE FT.	PERCENT INTEREST
19	J	360 Blair Circle	2207	8.28733
20	J	350 Blair Circle	2185	8.20472
21	K	340 Blair Circle	2185	8.20472
22	K	330 Blair Circle	2207	8.28733

TAX MAP DEPT. DATE 12-26-

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23	L	320 Blair Circle	2185	8.20472
24	L	310 Blair Circle	2207	8.28733
1	A	305 Blair Circle	2300	8.63655
2	A	315 Blair Circle	2278	8.55394
3	B	325 Blair Circle	2278	8.55394
4	B	335 Blair Circle	2207	8.28733
5	C	345 Blair Circle	2185	8.20472
6	C	355 Blair Circle	2207	8.28733
			26,631	100%

3. Section 4 of the Declaration is hereby amended to read as follows:

"4. UNITS. Until further amended as provided in Section 24 hereof, the Condominium Property consists of Phase I and Phase II being part of Hawthorn of Aurora Cluster Site No. 2 Condominiums and Buildings. There will be a total of twelve (12) Units, each with its own street address, contained in three (3) buildings as shown on the General Development Plan for Blair Place Condominium, attached hereto as Exhibit "B". All Units will be restricted to residential use, and all will be compatible in quality of construction, the principal materials to be used and in architectural style. The address for each Unit, the type of Unit it is and the proportionate interest of its Owner in the Common Areas and Facilities of Blair Place Condominium are set forth in the Schedule of Percentage of interest attached hereto as Exhibit "C"."

4. No owner of a unit which was not included in Phase I shall (a) have or obtain any interest in funds collected by the Association or the Grantor, if the Association has not been formed, from the owners of units included in Phase I prior to the filing of this Amendment, nor (b) have or be subjected to any liability for expenses arising with respect to the Condominium Property prior to the filing of this Amendment.

5. Except as amended herein, the previously executed and recorded Declaration shall remain in full force and effect without any other change.

IN WITNESS WHEREOF, COLONIAL FOREST ESTATES, INC., has executed this First Amendment at Solon, Ohio this 27th day of December, 1995.

Signed and acknowledged
in the presence of

Harvey A. Snyder
HARVEY A. SNYDER

Suzanne L. Dieter
SUZANNE L. DIETER

COLONIAL FOREST ESTATES,
INC. (An Ohio Corporation)

BY Mark A. Constantino
MARK A. CONSTANTINO (PRESIDENT)

STATE OF)
) SS.
COUNTY (CUYAHOGA)

BEFORE ME, a Notary Public in and for said County and State, personally appeared the above named Colonial Forest Estates, Inc., an Ohio Corporation, by MARK A. CONSTANTINO, President, to me personally known, who acknowledged that he did sign the foregoing instrument and that the same is the free act and deed of him personally and as such officer and the free act and deed of said corporation.

IN TESTIMONY WHEREOF, I have hereunto set my hand and official seal at Solon, Ohio this 27th day of December, 1995.

NOTARY PUBLIC

147.03 R.C.

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RECEIVED FOR RECORD
AT 1:51:04 PM/PM
9600079 1-2-96
514 220
O.R. 77
LINDA ANN KRUEGER
PORTAGE COUNTY RECORDER
FEE 30.00

FIRST AMENDMENT TO
DECLARATION OF CONDOMINIUM OWNERSHIP
FOR BLAIR PLACE CONDOMINIUM
AURORA, OHIO

This will certify that copies of this Declaration, together with Drawings and Bylaws attached thereto as Exhibits, have been filed in the office of the County Auditor, Portage County, Ohio.

Date: 1-2-96

Janet Esposito
Portage County Auditor

By: P. Edgar

IN RE: PLAT

PREPARED BY:
HARVEY A SNIDER
ATTORNEY AT LAW
KENEN & SNIDER CO., L.P.A.
33595 Bainbridge Rd, suite 201
Solon, Ohio 44139

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SECOND AMENDMENT TO

DECLARATION OF CONDOMINIUM OWNERSHIP

FOR BLAIR PLACE CONDOMINIUM

AURORA, OHIO

WHEREAS, COLONIAL FOREST ESTATES, INC., an Ohio Corporation, hereinafter referred to as "Grantor," by Declaration of Condominium Ownership ("Declaration") with the By-Laws and Drawings attached thereto, filed on August 3, 1995 with the Portage County Recorder in Volume 95, Page 55 of Portage County Plat Records and also part of a recorded Declaration of Condominiums, Volume 43, Pages 610-652 of Portage County Records, both inclusive, submitted Parcel known as Hawthorn of Aurora Cluster Site No. 2 Condominiums - Phase I, Phase II and Phase III therein to the provisions of Chapter 5311 of the Ohio Revised Code, said Condominium being known as BLAIR PLACE CONDOMINIUM, and

WHEREAS, under said Declaration the right is reserved to Grantor to add successive phases out of Phase II and Phase III and the improvements thereon and all easements, rights and appurtenances thereto and all articles of personal property existing for the Common use of the Unit Owners, and

WHEREAS, Grantor is the legal title holder of and desires to add to the Condominium Property and to submit to said Chapter 5311 the real property known as Phase III being part of Hawthorn of Aurora Cluster Site No. 2 Condominiums - Phase II which is improved with six (6) buildings containing a total of 12 Units, which real property is described as follows:

LEGAL DESCRIPTION OF PHASE III

CLUSTER SITE NO. 2 OF HAWTHORN SUBDIVISION, PHASE TWO

SITUATED IN THE CITY OF AURORA, COUNTY OF PORTAGE AND STATE OF OHIO, AND KNOWN AS BEING PART OF ORIGINAL AURORA TOWNSHIP LOT 9 AND ALSO KNOWN AS BEING PART OF CLUSTER SITE NO. 2 OF HAWTHORN SUBDIVISION, PHASE TWO, AS RECORDED IN VOLUME 94, PAGE 92 OF PORTAGE COUNTY PLAT RECORDS AND BEING FURTHER BOUNDED AND DESCRIBED AS FOLLOWS:

COMMENCING AT THE MOST EASTERLY CORNER OF SUBLOT 122 ON THE WESTERLY RIGHT-OF-WAY OF WALNUT RIDGE TRAIL (60 FEET WIDE), AS SHOWN ON SAID HAWTHORN SUBDIVISION, PHASE TWO PLAT;

THENCE SOUTHEASTERLY ALONG THE CURVED RIGHT-OF-WAY OF WALNUT RIDGE TRAIL, TO THE LEFT, SAID CURVE HAVING A RADIUS OF 397.04 FEET AND A CENTRAL ANGLE OF 08 DEGREES 39 MINUTES 41 SECONDS FOR AN ARC DISTANCE OF 60.02 FEET AND A CHORD THAT BEARS SOUTH 41 DEGREES 15 MINUTES 29 SECONDS EAST A DISTANCE OF 59.96 FEET TO A POINT;

THENCE SOUTH 44 DEGREES 24 MINUTES 40 SECONDS WEST A DISTANCE OF 245.00 FEET TO A POINT;

THENCE NORTH 34 DEGREES 52 MINUTES 41 SECONDS WEST A DISTANCE OF 30.90 FEET TO A POINT OF CURVATURE;

THENCE SOUTHWESTERLY ALONG THE ARC OF SAID CURVE, TO THE RIGHT, HAVING A RADIUS OF 161.00 FEET AND A CENTRAL ANGLE OF 62 DEGREES 53 MINUTES 51 SECONDS FOR AN ARC DISTANCE OF 176.74 FEET AND A CHORD THAT BEARS SOUTH 86 DEGREES 34 MINUTES 15 SECONDS WEST A DISTANCE OF 168.00 FEET TO A POINT OF TANGENCY;

THENCE NORTH 61 DEGREES 58 MINUTES 50 SECONDS WEST A DISTANCE OF 50.00 FEET TO A POINT OF CURVATURE;

THENCE NORTHWESTERLY ALONG THE ARC OF SAID CURVE, TO THE LEFT HAVING A RADIUS OF 139.00 FEET AND A CENTRAL ANGLE OF 20 DEGREES 29 MINUTES 53 SECONDS FOR AN ARC DISTANCE OF 49.73 FEET AND A CHORD THAT BEARS NORTH 72 DEGREES 13 MINUTES 47 SECONDS WEST A DISTANCE OF 49.46 FEET TO THE PRINCIPAL POINT OF BEGINNING OF THE PROPERTY HEREIN DESCRIBED;

COURSE No. 1 - THENCE SOUTH 07 DEGREES 31 MINUTES 17 SECONDS WEST A DISTANCE OF 192.37 FEET TO A POINT;

COURSE No. 2 - THENCE NORTH 89 DEGREES 06 MINUTES 37 SECONDS WEST A DISTANCE OF 350.37 FEET TO A POINT;

COURSE No. 3 - THENCE NORTH 02 DEGREES 12 MINUTES 20 SECONDS EAST A DISTANCE OF 144.47 FEET TO A POINT;

COURSE No. 4 - THENCE NORTH 77 DEGREES 56 MINUTES 31 SECONDS EAST A DISTANCE OF 139.50 FEET TO A POINT OF CURVATURE;

COURSE No. 5 - THENCE NORTHEASTERLY ALONG THE ARC OF SAID CURVE, TO THE RIGHT, HAVING A RADIUS OF 43.00 FEET AND A CENTRAL ANGLE OF 126 DEGREES 38 MINUTES 23 SECONDS FOR AN ARC DISTANCE OF 95.04 FEET AND A CHORD THAT BEARS NORTH 62 DEGREES 02 MINUTES 46 SECONDS EAST A DISTANCE OF 76.84 FEET TO A POINT OF REVERSE CURVATURE;

COURSE No. 6 - THENCE SOUTHEASTERLY ALONG THE ARC OF SAID CURVE, TO THE LEFT, HAVING A RADIUS OF 30.00 FEET AND A CENTRAL ANGLE OF 37 DEGREES 23 MINUTES 24 SECONDS FOR AN ARC DISTANCE OF 19.58 FEET AND A CHORD THAT BEARS SOUTH 73 DEGREES 19 MINUTES 45 SECONDS EAST A DISTANCE OF 19.23 FEET TO A POINT OF TANGENCY;

COURSE No. 7 - THENCE NORTH 87 DEGREES 58 MINUTES 33 SECONDS EAST A DISTANCE OF 85.34 FEET TO A POINT;

COURSE No. 8 - THENCE SOUTH 02 DEGREES 01 MINUTES 27 SECONDS EAST A DISTANCE OF 22.00 FEET TO A POINT;

COURSE No. 9 - THENCE NORTH 87 DEGREES 58 MINUTES 33 SECONDS EAST A DISTANCE OF 38.09 FEET TO A POINT OF CURVATURE;

COURSE No. 10 - THENCE SOUTHEASTERLY ALONG THE ARC OF SAID CURVE, TO THE RIGHT, HAVING A RADIUS OF 139.00 FEET AND A CENTRAL ANGLE OF 09 DEGREES 32 MINUTES 44 SECONDS FOR AN ARC DISTANCE OF 23.16 FEET AND A CHORD THAT BEARS SOUTH 87 DEGREES 15 MINUTES 05 SECONDS EAST A DISTANCE OF 23.13 FEET TO THE POINT OF BEGINNING AND CONTAINING 1.5590 ACRES OF LAND BE THE SAME MORE OR LESS, BUT SUBJECT TO ALL LEGAL HIGHWAYS AND EASEMENTS OF RECORD.

AUGUST 29, 1996
FILE No. 95466/466LEGL3

LEGAL DESCRIPTION OF UTILITY

EASEMENT FOR PHASE III, CLUSTER SITE No. 2

OF HAWTHORN SUBDIVISION, PHASE TWO

SITUATED IN THE CITY OF AURORA, COUNTY OF PORTAGE AND STATE OF OHIO, AND KNOWN AS BEING PART OF ORIGINAL AURORA TOWNSHIP LOT 9 AND ALSO KNOWN AS BEING PART OF CLUSTER SITE NO. 2 OF HAWTHORN SUBDIVISION, PHASE TWO, AS RECORDED IN VOLUME 94, PAGE 92 OF PORTAGE COUNTY PLAT RECORDS AND BEING FURTHER BOUNDED AND DESCRIBED AS FOLLOWS:

COMMENCING AT THE MOST EASTERLY CORNER OF SUBLOT 122, ON THE WESTERLY RIGHT-OF-WAY OF WALNUT RIDGE TRAIL (60 FEET WIDE), AS SHOWN ON SAID HAWTHORN SUBDIVISION, PHASE TWO PLAT;

THENCE SOUTHEASTERLY ALONG THE CURVED RIGHT-OF-WAY OF WALNUT RIDGE TRAIL, TO THE LEFT, SAID CURVE HAVING A RADIUS OF 397.04 FEET AND A CENTRAL ANGLE OF 08 DEGREES 39 MINUTES 41 SECONDS FOR AN ARC DISTANCE OF 60.02 FEET AND A CHORD THAT BEARS SOUTH 41 DEGREES 15 MINUTES 29 SECONDS EAST A DISTANCE OF 59.96 FEET TO A POINT;

THENCE SOUTH 44 DEGREES 24 MINUTES 40 SECONDS WEST A DISTANCE OF 245.00 FEET TO A POINT;

THENCE NORTH 34 DEGREES 52 MINUTES 41 SECONDS WEST A DISTANCE OF 30.90 FEET TO A POINT OF CURVATURE;

THENCE SOUTHWESTERLY ALONG THE ARC OF SAID CURVE, TO THE RIGHT, HAVING A RADIUS OF 161.00 FEET AND A CENTRAL ANGLE OF 62 DEGREES 53 MINUTES 51 SECONDS FOR AN ARC DISTANCE OF 176.74 FEET AND A CHORD THAT BEARS SOUTH 86 DEGREES 34 MINUTES 15 SECONDS WEST A DISTANCE OF 168.00 FEET TO A POINT OF TANGENCY;

THENCE NORTH 61 DEGREES 58 MINUTES 50 SECONDS WEST A DISTANCE OF 50.00 FEET TO A POINT OF CURVATURE;

THENCE NORTHWESTERLY ALONG THE ARC OF SAID CURVE, TO THE LEFT, HAVING A RADIUS OF 139.00 FEET AND A CENTRAL ANGLE OF 30 DEGREES 02 MINUTES 37 SECONDS FOR AN ARC DISTANCE OF 72.89 FEET AND A CHORD THAT BEARS SOUTH 77 DEGREES 00 MINUTES 08 SECONDS EAST A DISTANCE OF 72.05 FEET TO POINT OF TANGENCY;

THENCE SOUTH 87 DEGREES 58 MINUTES 33 SECONDS WEST A DISTANCE OF 38.09 FEET TO THE PRINCIPAL POINT OF BEGINNING OF THE PROPERTY HEREIN DESCRIBED;

COURSE No. 1 - THENCE SOUTH 02 DEGREES 01 MINUTES 27 SECONDS EAST A DISTANCE OF 14.00 FEET TO A POINT;

COURSE No. 2 - THENCE SOUTH 87 DEGREES 58 MINUTES 33 SECONDS WEST A DISTANCE OF 60.73 FEET TO A POINT OF CURVATURE;

COURSE No. 3 - THENCE SOUTHWESTERLY ALONG THE ARC OF SAID CURVE, TO THE LEFT, HAVING A RADIUS OF 16.00 FEET AND A CENTRAL ANGLE OF 70 DEGREES 48 MINUTES 22 SECONDS FOR AN ARC DISTANCE OF 19.77 FEET AND A CHORD THAT BEARS SOUTH 52 DEGREES 34 MINUTES 22 SECONDS WEST A DISTANCE OF 18.54 FEET TO A POINT OF REVERSE CURVATURE

COURSE No. 4 - THENCE SOUTHWESTERLY ALONG THE ARC OF SAID CURVE, TO THE RIGHT HAVING A RADIUS OF 57.00 FEET AND A CENTRAL ANGLE OF 138 DEGREES 39 MINUTES 58 SECONDS FOR AN ARC DISTANCE OF 137.95 FEET AND A CHORD THAT BEARS SOUTH 86 DEGREES 30 MINUTES 10 SECONDS WEST A DISTANCE OF 106.66 FEET TO A POINT;

COURSE No. 5 - THENCE SOUTH 77 DEGREES 56 MINUTES 31 SECONDS WEST A DISTANCE OF 63.82 FEET TO A POINT;

COURSE No. 6 - THENCE SOUTH 02 DEGREES 12 MINUTES 20 SECONDS WEST A DISTANCE OF 138.91 FEET TO A POINT;

COURSE No. 7 - THENCE NORTH 89 DEGREES 06 MINUTES 37 SECONDS WEST A DISTANCE OF 65.22 FEET TO A POINT;

COURSE No. 8 - THENCE NORTH 02 DEGREES 12 MINUTES 20 SECONDS WEST A DISTANCE OF 20.01 FEET TO A POINT;

COURSE No. 9 - THENCE SOUTH 89 DEGREES 06 MINUTES 37 SECONDS EAST A DISTANCE OF 45.21 FEET TO A POINT;

COURSE No. 10 - THENCE NORTH 02 DEGREES 12 MINUTES 20 SECONDS EAST A DISTANCE OF 114.28 FEET TO A POINT;

COURSE No. 11 - THENCE SOUTH 77 DEGREES 56 MINUTES 31 SECONDS WEST A DISTANCE OF 41.55 FEET TO A POINT;

COURSE No. 12 - THENCE NORTH 12 DEGREES 03 MINUTES 29 SECONDS WEST A DISTANCE OF 20.00 FEET TO A POINT;

COURSE No. 12 - THENCE NORTH 77 DEGREES 56 MINUTES 31 SECONDS EAST A DISTANCE OF 125.31 FEET TO A POINT OF CURVATURE;

COURSE No. 13 - THENCE NORTHEASTERLY ALONG THE ARC OF SAID CURVE, TO THE RIGHT, HAVING A RADIUS OF 57.00 FEET AND A CENTRAL ANGLE OF 119 DEGREES 35 MINUTES 18 SECONDS FOR AN ARC DISTANCE OF 118.97 FEET AND A CHORD THAT BEARS NORTH 55 DEGREES 51 MINUTES 03 SECONDS EAST A DISTANCE OF 98.52 FEET TO A POINT;

COURSE No. 14 - THENCE NORTH 02 DEGREES 01 MINUTES 27 SECONDS WEST A DISTANCE OF 106.12 FEET TO A POINT ON THE SOUTHERLY LINE OF AN EXISTING STORM AND SANITARY EASEMENT;

COURSE No. 15 - THENCE NORTH 74 DEGREES 31 MINUTES 37 SECONDS EAST, ALONG SAID SOUTHERLY EASEMENT LINE, A DISTANCE OF 20.56 FEET TO A POINT;

COURSE No. 16 - THENCE SOUTH 02 DEGREES 01 MINUTES 27 SECONDS EAST A DISTANCE OF 119.38 FEET TO A POINT;

COURSE No. 17 - THENCE NORTH 87 DEGREES 58 MINUTES 33 SECONDS EAST A DISTANCE OF 83.20 FEET TO A POINT;

COURSE No. 18 - THENCE SOUTH 02 DEGREES 01 MINUTES 27 SECONDS EAST A DISTANCE OF 36.00 FEET TO THE POINT OF BEGINNING AND CONTAINING 0.5172 ACRES OF LAND BE THE SAME MORE OR LESS, BUT SUBJECT TO ALL LEGAL HIGHWAYS AND EASEMENTS OF RECORD.

AUGUST 29, 1996
FILE No. 95466/466LEGL3
UTILITY EASEMENT

NOW THEREFORE, Grantor, pursuant to the authority granted to it in Sections 24 and 25, of the Declaration hereby declares that the Declaration be and is hereby amended as follows:

1. Phase III being part of Cluster Site No. 2 property and improvement thereon, and all easements, rights and appurtenances thereto and all articles of personal property existing for the Common use of the Unit Owners, is hereby added to the Condominium Property as defined in Section 1 of the Declaration, and is also hereby submitted to said Chapter 5311 as a part of the Condominium in accordance with and to be governed in all respects by the terms and provisions of the Declaration as hereby amended.

2. The percentage of interest in the Common Areas and Facilities of each Unit as set forth in Section 4 is hereby amended to read as follows:

UNIT	BLDG.	STREET ADDRESS	SQUARE FT.	PERCENT INTEREST
19	J	360 Blair Circle	2207	5.506
20	J	350 Blair Circle	2185	5.451
21	K	340 Blair Circle	2185	5.451
22	K	330 Blair Circle	2207	5.506
23	L	320 Blair Circle	2185	5.451
24	L	310 Blair Circle	2207	5.506
1	A	305 Blair Circle	2300	5.738
2	A	315 Blair Circle	2278	5.682
3	B	325 Blair Circle	2278	5.683
4	B	335 Blair Circle	2207	5.506
5	C	345 Blair Circle	2185	5.451

6	C	355 Blair Circle	2207	5.506
7	D	365 Blair Circle	2185	5.451
8	D	375 Blair Circle	2278	5.683
9	E	385 Blair Circle	2207	5.506
10	E	395 Blair Circle	2278	5.683
11	F	405 Blair Circle	2278	5.683
12	F	415 Blair Circle	2207	5.506
			40,064	100%

3. Section 4 of the Declaration is hereby amended to read as follows:

"4. UNITS. Until further amended as provided in Section 24 hereof, the Condominium Property consists of Phase I, Phase II and Phase III being part of Hawthorn of Aurora Cluster Site No. 2 Condominiums and Buildings. There will be a total of eighteen (18) Units, each with its own street address, contained in nine (9) buildings as shown on the General Development Plan for Blair Place Condominium, attached hereto as Exhibit "B". All Units will be restricted to residential use, and all will be compatible in quality of construction, the principal materials to be used and in architectural style. The address for each Unit, the type of Unit it is and the proportionate interest of its Owner in the Common Areas and Facilities of Blair Place Condominium are set forth in the Schedule of Percentage of interest attached hereto as Exhibit "C"."

4. No owner of a unit which was not included in Phase I, Phase II and Phase III shall (a) have or obtain any interest in

funds collected by the Association or the Grantor, if the Association has not been formed, from the owners of units included in Phase I and Phase II prior to the filing of this Amendment, nor (b) have or be subjected to any liability for expenses arising with respect to the Condominium Property prior to the filing of this Amendment.

5. Except as amended herein, the previously executed and recorded Declaration shall remain in full force and effect without any other change.

IN WITNESS WHEREOF, COLONIAL FOREST ESTATES, INC., has executed this Second Amendment at Solon, Ohio this 10th day of September, 1996.

Signed and acknowledged
in the presence of:

Harvey A Snider
HARVEY A. SNIDER

Suzanne L Dieter
SUZANNE L. DIETER

COLONIAL FOREST ESTATES,
INC. (An Ohio Corporation)

BY Lisa Constantino
LISA CONSTANTINO

STATE OF OHIO :
: SS
COUNTY OF CUYAHOGA :

BEFORE ME, a Notary Public in and for said County and State, personally appeared the above named COLONIAL FOREST ESTATES, INC., an Ohio Corporation, by LISA CONSTANTINO, Treasurer-Secretary, to me personally known, who acknowledged that she did sign the foregoing instrument and that the same is the free act and deed of her personally and as such officer and the free act and deed of said corporation.

IN TESTIMONY WHEREOF, I have hereunto set my hand and official seal at Solon, Ohio this 10th day of September, 1996.

NOTARY PUBLIC

HARVEY A. SNIDER, Attorney At Law
Notary Public - State of Ohio
My commission has no expiration date
Section 147.03 R.C.

Prepared by:

HARVEY A. SNIDER
Attorney Reg. No. 0003422
KENEN & SNIDER CO., L.P.A.
33595 Bainbridge Road, No. 105
Solon, Ohio 44139
216-349-3700

THIRD AMENDMENT TO
DECLARATION OF CONDOMINIUM OWNERSHIP
FOR BLAIR PLACE CONDOMINIUM

AURORA, OHIO

WHEREAS, COLONIAL FOREST ESTATES, INC., an Ohio Corporation, hereinafter referred to as "Grantor," by Declaration of Condominium Ownership ("Declaration") with the By-Laws and Drawings attached thereto, filed on August 3, 1995 with the Portage County Recorder in Volume 95, Page 55 of Portage County Plat Records and also part of a recorded Declaration of Condominiums, Volume 43, Pages 610-652 of Portage County Records, both inclusive, submitted Parcel known as Hawthorn of Aurora Cluster Site No. 2 Condominiums - Phase I, Phase II and Phase III therein to the provisions of Chapter 5311 of the Ohio Revised Code, said Condominium being known as BLAIR PLACE CONDOMINIUM, and

WHEREAS, under said Declaration the right is reserved to Grantor to add successive phases out of Phase II and Phase III and the improvements thereon and all easements, rights and appurtenances thereto and all articles of personal property existing for the Common use of the Unit Owners, and

WHEREAS, Grantor is the legal title holder of and desires to add to the Condominium Property and to submit to said Chapter 5311 the real property known as Phase IV being part of Hawthorn of Aurora Cluster Site No. 2 Condominiums - Phase II which is improved with nine (9) buildings containing a total of 18 Units, which real property is described herein as Exhibit "A".

NOW THEREFORE, Grantor, pursuant to the authority granted to

it in Sections 24 and 25, of the Declaration hereby declares that the Declaration be and is hereby amended as follows:

1. Phase IV being part of Cluster Site No. 2 property and improvement thereon, and all easements, rights and appurtenances thereto and all articles of personal property existing for the Common use of the Unit Owners, is hereby added to the Condominium Property as defined in Section 1 of the Declaration, and is also hereby submitted to said Chapter 5311 as a part of the Condominium in accordance with and to be governed in all respects by the terms and provisions of the Declaration as hereby amended.

2. The percentage of interest in the Common Areas and Facilities of each Unit as set forth in Section 4 is hereby amended to read as follows:

UNIT	BLDG.	STREET ADDRESS	SQUARE FT.	PERCENT INTEREST
1	A	305 Blair Circle	2300	4.2809
2	A	315 Blair Circle	2278	4.2399
3	B	325 Blair Circle	2278	4.2399
4	B	335 Blair Circle	2207	4.1078
5	C	345 Blair Circle	2185	4.0668
6	C	355 Blair Circle	2207	4.1078
7	D	365 Blair Circle	2185	4.0668
8	D	375 Blair Circle	2300	4.2809
9	E	385 Blair Circle	2278	4.2399
10	E	395 Blair Circle	2300	4.2809
11	F	405 Blair Circle	2300	4.2809
12	F	415 Blair Circle	2278	4.2399
13	G	420 Blair Circle	2300	4.2809
14	G	410 Blair Circle	2278	4.2399
15	H	400 Blair Circle	2278	4.2399
16	H	390 Blair Circle	2207	4.1078
17	I	380 Blair Circle	2185	4.0668
18	I	370 Blair Circle	2207	4.1078
19	J	360 Blair Circle	2207	4.1078
20	J	350 Blair Circle	2185	4.0668
21	K	340 Blair Circle	2185	4.0668

22	K	330 Blair Circle	2207	4.1078
23	L	320 Blair Circle	2185	4.0668
24	L	310 Blair Circle	2207	4.1078
			53,727	100%

3. Section 4 of the Declaration is hereby amended to read as follows:

"4. UNITS. Until further amended as provided in Section 24 hereof, the Condominium Property consists of Phase I, Phase II and Phase III and Phase IV being part of Hawthorn of Aurora Cluster Site No. 2 Condominiums and Buildings. There will be a total of twenty-four (24) Units, each with its own street address, contained in twelve (12) buildings as shown on the General Development Plan for Blair Place Condominium, attached hereto as Exhibit "B". All Units will be restricted to residential use, and all will be compatible in quality of construction, the principal materials to be used and in architectural style. The address for each Unit, the type of Unit it is and the proportionate interest of its Owner in the Common Areas and Facilities of Blair Place Condominium are set forth in the Schedule of Percentage of interest set forth above."

4. No owner of a unit which was not included in Phase I, Phase II and Phase III and Phase IV shall (a) have or obtain any interest in funds collected by the Association or the Grantor, if the Association has not been formed, from the owners of units included in Phase I and Phase II and Phase III prior to the filing of this Amendment, nor (b) have or be subjected to any liability for expenses arising with respect to the Condominium Property prior

to the filing of this Amendment.

5. Except as amended herein, the previously executed and recorded Declaration shall remain in full force and effect without any other change.

IN WITNESS WHEREOF, COLONIAL FOREST ESTATES, INC., has executed this Third Amendment at Solon, Ohio this 4th day of MAY, 1998.

Signed and acknowledged in the presence of:

HARVEY A. SPIDER

SUZANNE L. DIETER

COLONIAL FOREST ESTATES, INC. (An Ohio Corporation)

BY Lisa M. Constantino

Lisa M. Constantino

Secretary/Treasurer

STATE OF OHIO :
: SS
COUNTY OF CUYAHOGA :

BEFORE ME, a Notary Public in and for said County and State, personally appeared the above named COLONIAL FOREST ESTATES, INC., an Ohio Corporation, by LISA CONSTANTINO, Treasurer-Secretary, to me personally known, who acknowledged that she did sign the foregoing instrument and that the same is the free act an deed of her personally and as such officer and the free act and deed of said corporation.

IN TESTIMONY WHEREOF, I have hereunto set my hand and official seal at Solon, Ohio this 7th day of January, 1998.

NOTARY PUBLIC

HARVEY A. SNIDER
Notary Public
My commission has no expiration
Section 147.03 R.C.

PREPARED BY;

HARVEY A. SNIDER
Attorney Reg. No. 0003422
KENEN & SNIDER CO., L.P.A.
33595 Bainbridge Road, Suite 105
Solon, Ohio 44139
440-349-3700

LEGAL DESCRIPTION OF PHASE IV

HAWTHORN OF AURORA CLUSTER SITE NO. 2

SITUATED IN THE CITY OF AURORA, COUNTY OF PORTAGE AND STATE OF OHIO, AND KNOWN AS BEING PART OF ORIGINAL AURORA TOWNSHIP LOT 9 AND ALSO KNOWN AS BEING PART OF CLUSTER SITE NO. 2 OF HAWTHORN SUBDIVISION, PHASE TWO, AS RECORDED IN VOLUME 94, PAGE 92 OF PORTAGE COUNTY PLAT RECORDS AND BEING FURTHER BOUNDED AND DESCRIBED AS FOLLOWS:

COMMENCING AT THE MOST EASTERLY CORNER OF SUBLOT 122 ON THE WESTERLY RIGHT-OF-WAY OF WALNUT RIDGE TRAIL (60 FEET WIDE), AS SHOWN ON THE AFORESAID HAWTHORN SUBDIVISION, PHASE TWO;

THENCE SOUTHEASTERLY ALONG THE CURVED RIGHT-OF-WAY OF WALNUT RIDGE TRAIL, TO THE LEFT, SAID CURVE HAVING A RADIUS OF 397.04 FEET AND A CENTRAL ANGLE OF 08 DEGREES 39 MINUTES 41 SECONDS FOR AN ARC DISTANCE OF 60.02 FEET AND A CHORD THAT BEARS SOUTH 41 DEGREES 15 MINUTES 29 SECONDS EAST A DISTANCE OF 59.96 FEET TO A POINT;

THENCE SOUTH 44 DEGREES 24 MINUTES 40 SECONDS WEST A DISTANCE OF 245.00 FEET TO A POINT:

THENCE NORTH 34 DEGREES 52 MINUTES 41 SECONDS WEST A DISTANCE OF 30.90 FEET TO A POINT OF CURVATURE;

THENCE SOUTHWESTERLY ALONG THE ARC OF SAID CURVE, TO THE RIGHT, HAVING A RADIUS OF 161.00 FEET AND A CENTRAL ANGLE OF 62 DEGREES 53 MINUTES 51 SECONDS FOR AN ARC DISTANCE OF 176.74 FEET AND A CHORD THAT BEARS SOUTH 86 DEGREES 34 MINUTES 15 SECONDS WEST A DISTANCE OF 168.00 FEET TO A POINT OF TANGENCY;

THENCE NORTH 61 DEGREES 58 MINUTES 50 SECONDS WEST A DISTANCE OF 50.00 FEET TO A POINT OF CURVATURE;

Ex. "A"

THENCE NORTHWESTERLY ALONG THE ARC OF SAID CURVE, TO THE LEFT, HAVING A RADIUS OF 139.00 FEET AND A CENTRAL ANGLE OF 30 DEGREES 02 MINUTES 37 SECONDS FOR AN ARC DISTANCE OF 72.89 FEET AND A CHORD THAT BEARS NORTH 77 DEGREES 00 MINUTES 08 SECONDS WEST A DISTANCE OF 72.05 FEET TO A POINT OF TANGENCY;

THENCE SOUTH 87 DEGREES 58 MINUTES 33 SECONDS WEST A DISTANCE OF 38.09 FEET TO A POINT;

THENCE NORTH 02 DEGREES 01 MINUTES 27 SECONDS WEST A DISTANCE OF 22.00 FEET TO THE PRINCIPAL POINT OF BEGINNING OF THE PROPERTY HEREIN DESCRIBED;

COURSE No. 1 - THENCE SOUTH 87 DEGREES 58 MINUTES 33 SECONDS WEST A DISTANCE OF 85.34 FEET TO A POINT OF CURVATURE;

COURSE No. 2 - THENCE NORTHWESTERLY ALONG THE ARC OF SAID CURVE, TO THE RIGHT HAVING A RADIUS OF 30.00 FEET AND A CENTRAL ANGLE OF 37 DEGREES 23 MINUTES 24 SECONDS FOR AN ARC DISTANCE OF 19.58 FEET AND A CHORD THAT BEARS NORTH 73 DEGREES 19 MINUTES 45 SECONDS WEST A DISTANCE OF 19.23 FEET TO A POINT OF REVERSE CURVATURE;

COURSE No. 3 - THENCE SOUTHWESTERLY ALONG THE ARC OF SAID CURVE, TO THE LEFT HAVING A RADIUS OF 43.00 FEET AND A CENTRAL ANGLE OF 126 DEGREES 38 MINUTES 23 SECONDS FOR AN ARC DISTANCE OF 95.04 FEET AND A CHORD THAT BEARS SOUTH 62 DEGREES 02 MINUTES 46 SECONDS WEST A DISTANCE OF 76.84 FEET TO A POINT;

COURSE No. 4 - THENCE SOUTH 77 DEGREES 56 MINUTES 31 SECONDS WEST A DISTANCE OF 139.50 FEET TO A POINT;

COURSE No. 5 - THENCE NORTH 02 DEGREES 12 MINUTES 20 SECONDS EAST A DISTANCE OF 190.53 FEET TO A POINT;

COURSE No. 6 - THENCE NORTH 87 DEGREES 58 MINUTES 33 SECONDS EAST A DISTANCE OF 295.98 FEET TO A POINT;

COURSE No. 7 - THENCE SOUTH 02 DEGREES 01 MINUTES 27 SECONDS EAST A DISTANCE OF 138.27 FEET TO THE POINT OF BEGINNING AND CONTAINING 1.0645 ACRES OF LAND BE THE SAME MORE OR LESS. BUT SUBJECT TO ALL LEGAL HIGHWAYS AND EASEMENTS OF RECORD.

APRIL 10, 1998
FILE No. 95466/466LEGL4

Federal Emergency Management Agency

Washington, D.C. 20472

MAY 2 9 1998

The Honorable Margaret Duncan
Mayor of the City of Aurora
130 South Chillicothe Road
Aurora, Ohio 44202

IN REPLY REFER TO:
Case No.: 98-05-036A
Community: City of Aurora,
Portage County, Ohio
Community No.: 390454
Map Panel Affected: 0001 B
Map Effective Date: May 17, 1990

218-65-R

Dear Mayor Duncan:

We reviewed a request dated September 18, 1997, from Mr. Mark A. Constantino of Colonial Forest Estates, Inc., for a Letter of Map Revision (LOMR). All required information for this request was received on May 21, 1998. Using the information submitted and the effective National Flood Insurance Program (NFIP) map, we determined that Units 7-18 described below are not located in the Special Flood Hazard Area (SFHA), the area that would be inundated by the flood having a 1-percent chance of being equaled or exceeded in any given year (base flood). Units 7-18 were elevated by the placement of fill.

Property Description:	Units 7-18, Blair Place Condominiums, Hawthorn of Aurora Cluster Site No. 2 Condominiums, Phase III, as recorded in Document No. 9621259, filed for record in the Portage County Recorder's Office on October 1, 1996
Street Address:	Blair Circle
Flooding Source:	Unnamed Tributary to Aurora Lake

This letter revises the above-referenced NFIP map to remove Units 7-18 from the SFHA. Units 7-18 are now located in Zone X (unshaded). Flood insurance coverage for the structures may be available under a low-cost policy (see enclosed document).

An additional enclosed document provides information about LOMRs. If you have any questions about this letter, please contact Ms. Helen Cohn of our staff in Washington, D.C., either by telephone at (202) 646-3457 or by facsimile at (202) 646-4596.

Sincerely,

Matthew B. Miller

Matthew B. Miller, P.E., Chief
Hazards Study Branch
Mitigation Directorate

Enclosures

cc: State Coordinator (w/o enclosures)
Community Map Repository
Mr. Mark A. Constantino
Mr. Norman R. Cox, P.E., Hejduk-Cox and Associates, Inc.

BONNIE M. HOWE
PORTAGE CO. RECORDER

200509960

05 APR 25

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AT 11:15:24
FEE 56.00

AMENDMENT ~~TO THE~~

DECLARATION OF CONDOMINIUM OWNERSHIP

FOR

BLAIR PLACE CREEK CONDOMINIUM

PLEASE CROSS MARGINAL REFERENCE WITH THE DECLARATION OF CONDOMINIUM OWNERSHIP FOR BLAIR PLACE CREEK CONDOMINIUM RECORDED AT INSTRUMENT NO. 009514012 OF THE PORTAGE COUNTY RECORDS.

AMENDMENT TO THE DECLARATION OF CONDOMINIUM OWNERSHIP FOR BLAIR PLACE CREEK CONDOMINIUM

WHEREAS, the Declaration of Condominium Ownership for Blair Place Creek Condominium (the "Declaration") and the By-Laws of Blair Place Condominium Association (the "Bylaws"), Exhibit "A" to the Declaration, was recorded at Portage County Records Instrument No. 009514012, and

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

WHEREAS, Section 25 of said Declaration authorizes amendments to the Declaration and Bylaws Article XII authorizes amendments to the Bylaws, and

WHEREAS, a meeting of the Association's Unit Owners was held on or about October 21, 2004, and, at such meeting and any adjournment thereof, Unit Owners representing not less than 75% of the voting power of the Association executed, in person or by proxy, an instrument in writing setting forth specifically the matters to be added (the "Amendment"), and

WHEREAS, the Association has in its records the signed, written consents to the Amendment signed by Unit Owners representing 75.0% of the Association's voting power, and

WHEREAS, the Association has in its records the power of attorney signed by Unit Owners representing 75.0% of the Association's voting power authorizing the Association's officers to execute the Amendment on their behalf, and

WHEREAS, the proceedings necessary to amend the Declaration as required by Chapter 5311 of the Ohio Revised Code and the Declaration of Condominium Ownership for The Blair Place Creek Condominium have in all respects been complied with.

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

INSERT a new BYLAWS ARTICLE III, SECTION 4 entitled, "Indemnification of Board Members and Officers." Said new addition, to be added on Page 8 of the Bylaws, Exhibit "A" of the Declaration, as recorded at Portage County Records, Instrument No. 009514012, is as follows:

Section 4. Indemnification of Board Members and Officers. The ASSOCIATION shall indemnify any member of the BOARD OF DIRECTORS (f.k.a "BOARD OF MANAGERS") or officer of the ASSOCIATION or any former BOARD member or officer of the ASSOCIATION and/or its or their respective heirs, executors and administrators, against reasonable expenses, including attorneys' fees, judgments, decrees, fines, penalties or amounts paid in settlement, actually and necessarily incurred by him/her in connection with the defense of any pending or threatened action, suit, or proceeding, criminal or civil, to which he/she is or may be made a party by reason of being or having been such BOARD member or officer of the ASSOCIATION, provided it is determined in the manner hereinafter set forth that (A) such BOARD member or officer of the ASSOCIATION was not and is not adjudicated to have been grossly negligent or guilty of misconduct in the performance of his/her duty to the ASSOCIATION; and (B) such BOARD member or officer acted in good faith in what he/she reasonably believed to be in, or not opposed to, the best interest of the ASSOCIATION; and (C) in any criminal action, suit or proceeding, such BOARD member or officer had no reasonable cause to believe that his/her conduct was unlawful; and (D) in case of settlement, the amount paid in the settlement was reasonable.

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

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

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

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

(d) Cost of Indemnification. Any sum paid or advanced by the ASSOCIATION under this Article shall constitute a Common Expense. The BOARD shall have the power and the responsibility to raise, by special assessment or otherwise, any sums required to discharge the ASSOCIATION's obligations under this Article; provided, however, that the liability of any Unit Owner arising out of the contract made by any BOARD member or officer of the ASSOCIATION, or out of the aforesaid indemnity in favor of such BOARD member or officer of the ASSOCIATION, shall be limited to such proportion of the total liability hereunder as said Unit Owner's pro rata share bears to the total percentage interest of all the Unit Owners as members of the ASSOCIATION.

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

IN WITNESS WHEREOF, the said The Blair Place Condominium Association has caused the execution of this instrument this 18th day of April, 2005.

THE BLAIR PLACE CONDOMINIUM ASSOCIATION

By: Kenneth Brooks
KENNETH BROOKS, its President

By: Sharon Vogelsberger
SHARON VOGELSBERGER, its Secretary

STATE OF OHIO)
) SS
COUNTY OF Portage)

BEFORE ME, a Notary Public, in and for said County, personally appeared the above named The Blair Place Condominium Association, by its President and its Secretary, who acknowledged that they did sign the foregoing instrument, on this Page 5 of 5, and that the same is the free act and deed of said corporation and the free act and deed of each of them personally and as such officers.

IN WITNESS WHEREOF, I have hereunto set my hand and official seal in Aurora, Ohio, this 18 day of April, 2005.

Robin Kirk Kurtzner
NOTARY PUBLIC

ROBIN KIRK KURTZNER
Notary Public, State of Ohio, Gea. Cty.
My commission expires Apr. 22, 2009

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

Env. X

BONNIE M. HOWE
PORTAGE CO. RECORDER

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FEE 64.00

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AMENDMENTS TO THE

DECLARATION OF CONDOMINIUM OWNERSHIP

FOR

BLAIR PLACE CREEK CONDOMINIUM ✓

PLEASE CROSS MARGINAL REFERENCE WITH THE DECLARATION OF CONDOMINIUM OWNERSHIP FOR BLAIR PLACE CREEK CONDOMINIUM RECORDED AT VOLUME 43, PAGE 610 ET SEQ., INSTRUMENT NO. 9514012, OF THE PORTAGE COUNTY RECORDS.

AMENDMENTS TO THE
DECLARATION OF CONDOMINIUM OWNERSHIP FOR
BLAIR PLACE CREEK CONDOMINIUM

WHEREAS, the Declaration of Condominium Ownership for Blair Place Creek Condominium (the "Declaration") and the Bylaws of Blair Place Condominium Association (the "Bylaws"), Exhibit "A" to the Declaration, were recorded at Portage County Records Volume 43, Page 610 et seq., Instrument No. 9514012, and

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

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

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

NOW THEREFORE, the Declaration of Condominium Ownership for Blair Place Condominium is hereby amended by the Board of Directors as follows:

(1) All references in the Declaration and Bylaws to the term "Common Areas" or "Common Areas and Facilities" shall be replaced with the term "Common Elements."

(2) All references in the Declaration and Bylaws to the term "Limited Common Areas" or "Limited Common Areas and Facilities" shall be replaced with the term "Limited Common Elements."

(3) All references in the Declaration and Bylaws to the term "Board of Managers" shall be replaced with the term "Board of Directors."

(4) **DELETE DECLARATION SECTION 23, entitled "Receipt of Service of Process,"** in its entirety. Said deletion is to be made on Page 17 of the Declaration, as recorded at Portage County Records Volume 43, Page 610 et seq., Instrument No. 9514012,

INSERT a new DECLARATION SECTION 23, entitled "Receipt of Service of Process." Said addition, to be made on Page 17 of the Declaration, as recorded at Portage County Records Volume 43, Page 610 et seq., Instrument No. 9514012,, is as follows:

23. Receipt of Service of Process.

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

(5) INSERT a new 2nd PARAGRAPH to the end of DECLARATION SECTION 20, entitled "Arbitration of Disputes Between Unit Owners." Said new addition, to be added on Page 16 of the Declaration, as recorded at Portage County Records Volume 43, Page 610 et seq., Instrument No. 9514012,, is as follows:

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

(6) INSERT a new 4th PARAGRAPH to the end of DECLARATION SECTION 14, entitled "Assessment Liens; Costs of Enforcement." Said new addition, to be added on Page 11 of the Declaration, as recorded at Portage County Records Volume 43, Page 610 et seq., Instrument No. 9514012,, 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 2nd PARAGRAPH to the end of DECLARATION SECTION 11(D). Said new addition, to be added on Page 8 of the Declaration, as recorded at Portage County Records Volume 43, Page 610 et seq., Instrument No. 9514012,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 2nd PARAGRAPH to the end of BYLAWS ARTICLE V, SECTION 3, entitled "Special Services." Said new addition, to be added on Page 11 of the Bylaws, Exhibit "A" of the Declaration, as recorded at Portage County Records Volume 43, Page 610 et seq., Instrument No. 9514012,, is as follows:

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

(9) MODIFY BYLAWS ARTICLE II, SECTION 1, entitled "Number and Qualifications." Said modification, to be made on Page 5 of the Bylaws, Exhibit "A" of the Declaration, as recorded at Portage County Records Volume 43, Page 610 et seq., Instrument No. 9514012,, is as follows: (deleted language is crossed out; new language is underlined)

Section 1. Number and Qualifications.

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

(10) INSERT a new 3rd SENTENCE to the end of BYLAWS ARTICLE II, SECTION 7, entitled "Regular Meetings." Said new addition, to be added on Page 6 of the Bylaws, Exhibit "A" of the Declaration, as recorded at Portage County Records Volume 43, Page 610 et seq., Instrument No. 9514012,, is as follows:

In accordance with Ohio Revised Code Section 5311.08(A)(4)(a), any Board meeting may be held in person or by any method of communication, including electronic or telephonic communication, provided that each Board member can hear, participate and respond to every other Board member.

(11) INSERT a new SENTENCE to the end of the 3rd PARAGRAPH of BYLAWS ARTICLE VIII, SECTION 2, entitled "Preparation of Estimated Budget." Said new addition, to be added on Page 16 of the Bylaws, Exhibit "A" of the Declaration, as

recorded at Portage County Records Volume 43, Page 610 et seq., Instrument No. 9514012,, 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 2nd PARAGRAPH to BYLAWS ARTICLE II, SECTION 5, entitled "Powers and Duties," and INSERT new SUBPARAGRAPHS (a), (b), (c), (d), (e), (f) and (g), thereafter. Said new additions to be added on Page 6 of the Bylaws, Exhibit "A" of the Declaration, as recorded at Portage County Records Volume 43, Page 610 et seq., Instrument No. 9514012,, is as follows:

> In accordance with Ohio Revised Code Section 5311.081(B), in addition to all other powers enumerated herein, the Board may exercise all powers of the Association, including the power to do the following:
>
> (a) Hire and fire managing agents, attorneys, accountants, and other independent contractors and employees that the Board determines are necessary or desirable in the management and/or operation of the Condominium Property and the Association;
>
> (b) Commence, defend, intervene in, settle, or compromise any civil, criminal, or administrative action or proceeding that is in the name of, or threatened against, the Association, the Board, or the Condominium Property, or that involves two or more Unit Owners and relates to matters affecting the Condominium Property;
>
> (c) Enter into contracts and incur liabilities relating to the operation of the Condominium Property;
>
> (d) Grant easements, leases, licenses, and concessions through or over the Common Elements;
>
> (e) Impose and collect fees or other charges for the use, rental, or operation of the Common Elements or for services provided to Unit Owners;
>
> (f) Purchase insurance and fidelity bonds the Board considers appropriate or necessary; and
>
> (g) Invest excess funds in investments that meet standards for fiduciary investments under Ohio law.

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

IN WITNESS WHEREOF, the said The Blair Place Condominium Association has caused the execution of this instrument this 25th day of May, 2005.

THE BLAIR PLACE CONDOMINIUM ASSOCIATION

By: Kenneth Brooks
KENNETH BROOKS, its President

STATE OF OHIO)
) SS
COUNTY OF PORTAGE)

BEFORE ME, a Notary Public, in and for said County, personally appeared the above named The Blair Place Condominium Association, by Kenneth Brooks, its President, who acknowledged that he did sign the foregoing instrument, on Page 6 of 6, and that the same is the free act and deed of said corporation and the free act and deed of him personally and as such officer.

IN WITNESS WHEREOF, I have hereunto set my hand and official seal in Aurora, Ohio, this 25th day of May, 2005.

Robin Kirk Kurtzner
NOTARY PUBLIC

NOTARIAL SEAL STATE OF OHIO
ROBIN KIRK KURTZNER
Notary Public, State of Ohio, Geo. Cty.
My commission expires Apr. 22, 2009

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