DEVELOPER'S CONSENT

In accordance with Section 15.3 of The Declaration of Easements, Conditions, Covenants, and Restrictions for the Lakes of Franklin Mills, the undersigned, Forest Lakes Development Ltd., the developer, hereby consents to the attached Amendment.

Forest Lakes Development Ltd.

By: Robert Heimann, managing member

STATE OF OHIO
SS
PORTAGE COUNTY

Before me, a Notary Public in and for said County and State, personally appeared Forest Lakes Development Ltd. by Robert Heimann its managing member who acknowledged that he did sign the foregoing instrument, and that the same is the free act and deed of said Forest Lakes Development and his free act and deed personally and as such Member.

In Testimony Whereof, I have hereunto set my hand and official seal, at Kent, Ohio, this 22 day of Feb., 2005.

Notary Public
David E. Williams
Notary Public for State of Ohio
My commission has no expiration date
R.C. 147.03

Heimann, Robert\Developer Consent

CONSENT TO SECOND AMENDMENT OF THE DECLARATION OF EASEMENTS, COVENANTS, CONDITIONS AND RESTRICTIONS FOR THE LAKES OF FRANKLIN MILLS

The undersigned hereby approve the Second Amendment to the Declaration of the Easements, Covenants, Conditions, and Restrictions for The Lakes of Franklin Mills.

Address: 957 Edgewater Circle
Kent OH 44240

Linda J Lemak
Signature Linda J. Lemak

Susan M LeSueur
Signature Susan M. LeSueur

STATE OF OHIO
SS
PORTAGE COUNTY

Before me a Notary Public in and for said County and State, personally appeared the above named OWNERS who acknowledged that they did sign the foregoing instrument and that the same is their free act and deed.

In Testimony Whereof, I have hereunto set my hand and official seal at Kent, Ohio, this 8TH day of FEB, 2005.

Notary Public

Bruce E. Doski
Notary Public, State of Ohio
My Commission Expires 3/12/05

Bruce E. Doski
Notary Public, State of Ohio
My Commission Expires 3/12/05

CONSENT TO SECOND AMENDMENT OF THE DECLARATION OF EASEMENTS, COVENANTS, CONDITIONS AND RESTRICTIONS FOR THE LAKES OF FRANKLIN MILLS

The undersigned hereby approve the Second Amendment to the Declaration of the Easements, Covenants, Conditions, and Restrictions for The Lakes of Franklin Mills.

Address: 986 Edgewater Circle
Kent, Ohio 44240

Stella A. Lemak
Signature Stella A. Lemak

Signature

STATE OF OHIO
SS
PORTAGE COUNTY

Before me a Notary Public in and for said County and State, personally appeared the above named STELLA A. LEMAK who acknowledged that they did sign the foregoing instrument and that the same is their free act and deed.

In Testimony Whereof, I have hereunto set my hand and official seal at KENT, Ohio, this 8TH day of FEB, 2005.

Notary Public

Bruce E. Doski
Notary Public, State of Ohio
My Commission Expires 3/12/05

CONSENT TO SECOND AMENDMENT OF THE DECLARATION OF EASEMENTS, COVENANTS, CONDITIONS AND RESTRICTIONS FOR THE LAKES OF FRANKLIN MILLS

The undersigned hereby approve the Second Amendment to the Declaration of the Easements, Covenants, Conditions, and Restrictions for The Lakes of Franklin Mills.

Address:

*863 STONEWATER DRIVE

KENT, OH 44240

Albert E. Grimes
Signature Albert E. Grimes ✓

Patricia A. Grimes
Signature Patricia A. Grimes ✓

STATE OF OHIO
SS
PORTAGE COUNTY

Before me a Notary Public in and for said County and State, personally appeared the above named Patricia A. Grimes/Albert E. Grimes who acknowledged that they did sign the foregoing instrument and that the same is their free act and deed.

In Testimony Whereof, I have hereunto set my hand and official seal at Ravenna, Ohio, this 7th day of February, 2005.

Marcia L Ramos
Notary Public
Marcia L. Ramos
2-6-08

CONSENT TO SECOND AMENDMENT OF THE DECLARATION OF EASEMENTS, COVENANTS, CONDITIONS AND RESTRICTIONS FOR THE LAKES OF FRANKLIN MILLS

The undersigned hereby approve the Second Amendment to the Declaration of the Easements, Covenants, Conditions, and Restrictions for The Lakes of Franklin Mills.

Address: 891 Stonewater Dr
KENT, OH 44240

Signature DENNIS K. BROWN

Signature

STATE OF OHIO
Summit SS
~~PORTAGE~~ COUNTY

Before me a Notary Public in and for said County and State, personally appeared the above named Dennis K. Brown who acknowledged that they did sign the foregoing instrument and that the same is their free act and deed.

In Testimony Whereof, I have hereunto set my hand and official seal at N. Canton, Ohio, this 4th day of February, 2005.

Shelley R. Taray
Notary Public

Shelley R. Taray
Notary Public
In And For The State Of Ohio
My Commission Expires July 16 2008

CONSENT TO SECOND AMENDMENT OF THE DECLARATION OF EASEMENTS, COVENANTS, CONDITIONS AND RESTRICTIONS FOR THE LAKES OF FRANKLIN MILLS

The undersigned hereby approve the Second Amendment to the Declaration of the Easements, Covenants, Conditions, and Restrictions for The Lakes of Franklin Mills.

Address: #865 Stonewater Drive
Kent, OH 44240

Mary L Stewart, trustee
Signature
Mary L. Stewart, Trustee

Signature

STATE OF OHIO
SS
PORTAGE COUNTY

Before me a Notary Public in and for said County and State, personally appeared the above named Mary L Stewart who acknowledged that they did sign the foregoing instrument and that the same is their free act and deed.

In Testimony Whereof, I have hereunto set my hand and official seal at Kent, Ohio, this 7 day of February, 2005.

Notary Public
Johanna Gonzalez
Johanna Gonzalez
My commission expires August 3 2009

NOTARIAL SEAL
STATE OF OHIO

CONSENT TO SECOND AMENDMENT OF THE DECLARATION OF EASEMENTS, COVENANTS, CONDITIONS AND RESTRICTIONS FOR THE LAKES OF FRANKLIN MILLS

The undersigned hereby approve the Second Amendment to the Declaration of the Easements, Covenants, Conditions, and Restrictions for The Lakes of Franklin Mills.

Address: 963 Edgewater Circle

Thomas J. Holan
Signature Thomas J. Holan

Patricia S. Holan
Signature
Patricia S. Holan

STATE OF OHIO
SS
PORTAGE COUNTY

Before me a Notary Public in and for said County and State, personally appeared the above named Thomas and Pat Holan who acknowledged that they did sign the foregoing instrument and that the same is their free act and deed.

In Testimony Whereof, I have hereunto set my hand and official seal at Kent, Ohio, this 9th day of February, 2005.

Notary Public
Attorney for SINN
my commission does not expire.

CONSENT TO SECOND AMENDMENT OF THE DECLARATION OF EASEMENTS, COVENANTS, CONDITIONS AND RESTRICTIONS FOR THE LAKES OF FRANKLIN MILLS

The undersigned hereby approve the Second Amendment to the Declaration of the Easements, Covenants, Conditions, and Restrictions for The Lakes of Franklin Mills.

Address: 893 STONEWATER DR.
KENT, OHIO
44240

Harry A. George
Signature Harry A. George

Bettye Sue George
Signature
Bettye Sue George

STATE OF OHIO
SS
PORTAGE COUNTY

Before me a Notary Public in and for said County and State, personally appeared the above named Harry + Bettye George who acknowledged that they did sign the foregoing instrument and that the same is their free act and deed.

In Testimony Whereof, I have hereunto set my hand and official seal at Kent, Ohio, this 9th day of February, 2005.

Notary Public
Jon Sinn
my commission does not expire.

CONSENT TO SECOND AMENDMENT OF THE DECLARATION OF EASEMENTS, COVENANTS, CONDITIONS AND RESTRICTIONS FOR THE LAKES OF FRANKLIN MILLS

The undersigned hereby approve the Second Amendment to the Declaration of the Easements, Covenants, Conditions, and Restrictions for The Lakes of Franklin Mills.

Address: 895 Stonewater Dr.
Kent OH 44240

Signature Eunsook Hyun ✓

Signature

STATE OF OHIO
SS
PORTAGE COUNTY

Before me a Notary Public in and for said County and State, personally appeared the above named Eunsook Hyun who acknowledged that they did sign the foregoing instrument and that the same is their free act and deed.

In Testimony Whereof, I have hereunto set my hand and official seal at Kent, Ohio, this 9 day of February, 2005.

Notary Public
Jon Sinn
my commission does not expire.

CONSENT TO SECOND AMENDMENT OF THE DECLARATION OF EASEMENTS, COVENANTS, CONDITIONS AND RESTRICTIONS FOR THE LAKES OF FRANKLIN MILLS

The undersigned hereby approve the Second Amendment to the Declaration of the Easements, Covenants, Conditions, and Restrictions for The Lakes of Franklin Mills.

Address: 943 Edgewater Cr
Kent, Ohio 44240

Signature
John W. Ackerman ✓

Theresa G. Ackerman
Signature
Theresa G. Ackerman ✓

STATE OF OHIO
SS
PORTAGE COUNTY

Before me a Notary Public in and for said County and State, personally appeared the above named John and Theresa Ackerman who acknowledged that they did sign the foregoing instrument and that the same is their free act and deed.

In Testimony Whereof, I have hereunto set my hand and official seal at Kent, Ohio, this 9th day of February, 2005.

Notary Public
Jon Sinn
My commission does not expire.

CONSENT TO SECOND AMENDMENT OF THE DECLARATION OF EASEMENTS, COVENANTS, CONDITIONS AND RESTRICTIONS FOR THE LAKES OF FRANKLIN MILLS

The undersigned hereby approve the Second Amendment to the Declaration of the Easements, Covenants, Conditions, and Restrictions for The Lakes of Franklin Mills.

Address: 996 Edgewater
Kent
OH 44240

Karl Stevens
Signature Karl Stevens

Dale L. Stevens
Signature Dale L. Stevens

STATE OF OHIO
SS
PORTAGE COUNTY

Before me a Notary Public in and for said County and State, personally appeared the above named Karl and Dale Stevens who acknowledged that they did sign the foregoing instrument and that the same is their free act and deed.

In Testimony Whereof, I have hereunto set my hand and official seal at Kent, Ohio, this 9th day of February, 2005.

Notary Public
Jon Sinn
my Commission does not expire

CONSENT TO SECOND AMENDMENT OF THE DECLARATION OF EASEMENTS, COVENANTS, CONDITIONS AND RESTRICTIONS FOR THE LAKES OF FRANKLIN MILLS

The undersigned hereby approve the Second Amendment to the Declaration of the Easements, Covenants, Conditions, and Restrictions for The Lakes of Franklin Mills.

Address: 992 Edgewater Dr
Kent OH 44240

Janet Volle
Signature Janet Volle ✓

Richard Volle
Signature
Richard Volle ✓

STATE OF OHIO
SS
PORTAGE COUNTY

Before me a Notary Public in and for said County and State, personally appeared the above named Janet + Richard Volle who acknowledged that they did sign the foregoing instrument and that the same is their free act and deed.

In Testimony Whereof, I have hereunto set my hand and official seal at Kent, Ohio, this 9 day of February, 2005.

Jonathan J. Sinn
Notary Public
Attorney Jon Sinn
my commission does not expire.

CONSENT TO SECOND AMENDMENT OF THE DECLARATION OF EASEMENTS, COVENANTS, CONDITIONS AND RESTRICTIONS FOR THE LAKES OF FRANKLIN MILLS

The undersigned hereby approve the Second Amendment to the Declaration of the Easements, Covenants, Conditions, and Restrictions for The Lakes of Franklin Mills.

Address:
971 Edgewater Circle
Kent, OH 44240

Anthony A. Rossi
Signature
Anthony A. Rossi

Signature

STATE OF OHIO
SS
PORTAGE COUNTY

Before me a Notary Public in and for said County and State, personally appeared the above named Tony Rossi who acknowledged that they did sign the foregoing instrument and that the same is their free act and deed.

In Testimony Whereof, I have hereunto set my hand and official seal at Kent, Ohio, this 9th day of February, 2005.

Notary Public
Attorney at Law
My commission does not expire.

CONSENT TO SECOND AMENDMENT OF THE DECLARATION OF EASEMENTS, COVENANTS, CONDITIONS AND RESTRICTIONS FOR THE LAKES OF FRANKLIN MILLS

The undersigned hereby approve the Second Amendment to the Declaration of the Easements, Covenants, Conditions, and Restrictions for The Lakes of Franklin Mills.

Address: 959 Edgewater Circle
Kent, OH 44240

Ramona Ortega-Liston
Signature

Signature

STATE OF OHIO
SS
PORTAGE COUNTY

Before me a Notary Public in and for said County and State, personally appeared the above named W. Ramona Ortega Liston who acknowledged that they did sign the foregoing instrument and that the same is their free act and deed.

In Testimony Whereof, I have hereunto set my hand and official seal at Kent, Ohio, this 9th day of February, 2005.

Notary Public
Attorney at Law
my commission does not expire

CONSENT TO SECOND AMENDMENT OF THE DECLARATION OF EASEMENTS, COVENANTS, CONDITIONS AND RESTRICTIONS FOR THE LAKES OF FRANKLIN MILLS

The undersigned hereby approve the Second Amendment to the Declaration of the Easements, Covenants, Conditions, and Restrictions for The Lakes of Franklin Mills.

Address: 889 STONEWATER DR
KENT OHIO 44240

William E. King
Signature William E. King

Diane M. King
Signature Diane M. King

STATE OF OHIO
SS
PORTAGE COUNTY

Before me a Notary Public in and for said County and State, personally appeared the above named William and Diane King who acknowledged that they did sign the foregoing instrument and that the same is their free act and deed.

In Testimony Whereof, I have hereunto set my hand and official seal at Kent, Ohio, this 9th day of February, 2005.

Notary Public
Attorney Jon Sinn
my commission does not expire

CONSENT TO SECOND AMENDMENT OF THE DECLARATION OF EASEMENTS, COVENANTS, CONDITIONS AND RESTRICTIONS FOR THE LAKES OF FRANKLIN MILLS

The undersigned hereby approve the Second Amendment to the Declaration of the Easements, Covenants, Conditions, and Restrictions for The Lakes of Franklin Mills.

Address: 897 Stonewater Dr
Kent, Ohio 44240

Signature Brian J. Wolf

Signature Rachel R. Wolf

STATE OF OHIO
SS
PORTAGE COUNTY

Before me a Notary Public in and for said County and State, personally appeared the above named Rachel and Brian Wolf who acknowledged that they did sign the foregoing instrument and that the same is their free act and deed.

In Testimony Whereof, I have hereunto set my hand and official seal at Kent, Ohio, this 9th day of February, 2005.

Notary Public
for Attorney Sun
my commission does not expire.

CONSENT TO SECOND AMENDMENT OF THE DECLARATION OF EASEMENTS, COVENANTS, CONDITIONS AND RESTRICTIONS FOR THE LAKES OF FRANKLIN MILLS

The undersigned hereby approve the Second Amendment to the Declaration of the Easements, Covenants, Conditions, and Restrictions for The Lakes of Franklin Mills.

Address: 1010 ROY MARSH DR
KENT, OH

Lydia G. Sally
Signature Lydia G. Sally

Signature Jon H. Sally

STATE OF OHIO
SS
PORTAGE COUNTY

Before me a Notary Public in and for said County and State, personally appeared the above named Jon and Lydia Sally who acknowledged that they did sign the foregoing instrument and that the same is their free act and deed.

In Testimony Whereof, I have hereunto set my hand and official seal at Kent, Ohio, this 9th day of February, 2005.

Notary Public
Attorney Jon Sinn
my commission does not expire

CONSENT TO SECOND AMENDMENT OF THE DECLARATION OF EASEMENTS, COVENANTS, CONDITIONS AND RESTRICTIONS FOR THE LAKES OF FRANKLIN MILLS

The undersigned hereby approve the Second Amendment to the Declaration of the Easements, Covenants, Conditions, and Restrictions for The Lakes of Franklin Mills.

Address: 994 Edgewater Circle
Kent, OH 44240

Rachel E Oley
Signature
Rachel E. Oley

Signature

STATE OF OHIO
SS
PORTAGE COUNTY

Before me a Notary Public in and for said County and State, personally appeared the above named Rachel Oley who acknowledged that they did sign the foregoing instrument and that the same is their free act and deed.

In Testimony Whereof, I have hereunto set my hand and official seal at Kent, Ohio, this 9th day of February, 2005.

Notary Public
Attorney Sinn
my commission does not expire.

CONSENT TO SECOND AMENDMENT OF THE DECLARATION OF EASEMENTS, COVENANTS, CONDITIONS AND RESTRICTIONS FOR THE LAKES OF FRANKLIN MILLS

The undersigned hereby approve the Second Amendment to the Declaration of the Easements, Covenants, Conditions, and Restrictions for The Lakes of Franklin Mills.

Address: 875 Stonewater Dr
Kent OH 44240

Susan L Lustrite
Signature Susan L. Lustrite

Signature

STATE OF OHIO
SS
PORTAGE COUNTY

Before me a Notary Public in and for said County and State, personally appeared the above named Susan Lustrite who acknowledged that they did sign the foregoing instrument and that the same is their free act and deed.

In Testimony Whereof, I have hereunto set my hand and official seal at Kent, Ohio, this 9th day of February, 2005.

Notary Public
My Commision does not expire

CONSENT TO SECOND AMENDMENT OF THE DECLARATION OF EASEMENTS, COVENANTS, CONDITIONS AND RESTRICTIONS FOR THE LAKES OF FRANKLIN MILLS

The undersigned hereby approve the Second Amendment to the Declaration of the Easements, Covenants, Conditions, and Restrictions for The Lakes of Franklin Mills.

Address: 988 Edgewater Cr.
Kent, OH 44240

Signature
Kathleen K. Petrovic

Signature

STATE OF OHIO
SS
PORTAGE COUNTY

Before me a Notary Public in and for said County and State, personally appeared the above named Kathleen Petrovic who acknowledged that they did sign the foregoing instrument and that the same is their free act and deed.

In Testimony Whereof, I have hereunto set my hand and official seal at Kent, Ohio, this 9th day of February, 2005.

Notary Public
Attorney at Law
My commission does not expire.

CONSENT TO SECOND AMENDMENT OF THE DECLARATION OF EASEMENTS, COVENANTS, CONDITIONS AND RESTRICTIONS FOR THE LAKES OF FRANKLIN MILLS

The undersigned hereby approve the Second Amendment to the Declaration of the Easements, Covenants, Conditions, and Restrictions for The Lakes of Franklin Mills.

Address: 287 Stonewater Dr. Nadine H Sullivan
Kent, Oh.
Signature Nadine H. Sullivan

Signature

STATE OF OHIO
SS
PORTAGE COUNTY

Before me a Notary Public in and for said County and State, personally appeared the above named Nadine Sullivan who acknowledged that they did sign the foregoing instrument and that the same is their free act and deed.

In Testimony Whereof, I have hereunto set my hand and official seal at Kent, Ohio, this 9th day of February, 2005.

Notary Public
Attorney at Law
my commission does not expire

CONSENT TO SECOND AMENDMENT OF THE DECLARATION OF EASEMENTS, COVENANTS, CONDITIONS AND RESTRICTIONS FOR THE LAKES OF FRANKLIN MILLS

The undersigned hereby approve the Second Amendment to the Declaration of the Easements, Covenants, Conditions, and Restrictions for The Lakes of Franklin Mills.

Jessie Truitt ✓
Signature 990 Edgewater Circle
Kent, OH 44240

Jessie Truitt
Signature

mailing
Address:
2572 Wild Olive Ct.
Vienna, VA 22181

STATE OF ~~OHIO~~ Virginia
fairfax SS
~~PORTAGE~~ COUNTY

Before me a Notary Public in and for said County and State, personally appeared the above named Jessie Truitt who acknowledged that they did sign the foregoing instrument and that the same is their free act and deed.

In Testimony Whereof, I have hereunto set my hand and official seal at VIENNA, ~~Ohio~~ VA, this 9th day of February, 2005.

Karen L Hummer
Notary Public
7-31-07

CONSENT TO SECOND AMENDMENT OF THE DECLARATION OF EASEMENTS, COVENANTS, CONDITIONS AND RESTRICTIONS FOR THE LAKES OF FRANKLIN MILLS

The undersigned hereby approve the Second Amendment to the Declaration of the Easements, Covenants, Conditions, and Restrictions for The Lakes of Franklin Mills.

Address: _____

939 Edgewater Circle Kure Bch

Joseph P. Galizio ✓
Signature
Joseph P. Galizio

Audrienne M. Galizio ✓
Signature
Audrienne M. Galizio

STATE OF ~~[redacted]~~ North Carolina
SS
New Hanover ~~[redacted]~~ COUNTY

Before me a Notary Public in and for said County and State, personally appeared the above named Joseph P. Galizio and Audrienne M. Galizio who acknowledged that they did sign the foregoing instrument and that the same is their free act and deed.

In Testimony Whereof, I have hereunto set my hand and official ~~seal~~ stamp at New Hanover County, ~~[redacted]~~, North Carolina, this 9th day of February, 2005.

Helen M. Bowen
Notary Public

Notary Public's Address:
505 North 4th Street
Carolina Beach, NC 28428-4807
Telephone: (910) 458-3383

My Commission Expires:
November 22, 2005

HELEN M. BOWEN NOTARY PUBLIC NEW HANOVER CO., NC

CONSENT TO SECOND AMENDMENT OF THE DECLARATION OF EASEMENTS, COVENANTS, CONDITIONS AND RESTRICTIONS FOR THE LAKES OF FRANKLIN MILLS

The undersigned hereby approve the Second Amendment to the Declaration of the Easements, Covenants, Conditions, and Restrictions for The Lakes of Franklin Mills.

Address: 877 Stonewater Dr.
Kent OH.
44240-2052

Ilona J. Urban
Signature Ilona J. Urban

Carolyn A. Ruston ✓
Signature
Carolyn A. Ruston ✓

STATE OF OHIO
SS
PORTAGE COUNTY

Before me a Notary Public in and for said County and State, personally appeared the above named Ilona J. Urban & Carolyn A. Ruston who acknowledged that they did sign the foregoing instrument and that the same is their free act and deed.

In Testimony Whereof, I have hereunto set my hand and official seal at Kent, Ohio, this 15 day of February, 2005.

Notary Public

JOHN J. FLYNN, Attorney At Law
Notary Public-State of Ohio
My commission has no expiration date.
Section 147.03 R. C.

CONSENT TO SECOND AMENDMENT OF THE DECLARATION OF EASEMENTS, COVENANTS, CONDITIONS AND RESTRICTIONS FOR THE LAKES OF FRANKLIN MILLS

The undersigned hereby approve the Second Amendment to the Declaration of the Easements, Covenants, Conditions, and Restrictions for The Lakes of Franklin Mills.

Van Niels Kent Address

Address: 1002 Roy MARSH DR
KENT, OHIO
44240

Lauri M. Van Niel
Signature Lauri M. Van Niel

South Carolina

Donald R. Van Niel
Signature
Donald R. Van Niel

14 Glenmoor Pl.
Hilton Head Is, SC
(Residence) 29926

STATE OF ~~OHIO~~

PORTAGE ~~COUNTY~~ SS Beaufort

Before me a Notary Public in and for said County and State, personally appeared the above named Lauri & Donald Van Niel who acknowledged that they did sign the foregoing instrument and that the same is their free act and deed.

In Testimony Whereof, I have hereunto set my hand and official seal at Zoo Merchants, ~~Ohio~~ S.C., this 11 day of February, 2005.

Notary Public

THOMAS R. PETRY
COMM. EXP. 3-28-2013
BEAUFORT COUNTY, SC

CONSENT TO SECOND AMENDMENT OF THE DECLARATION OF EASEMENTS, COVENANTS, CONDITIONS AND RESTRICTIONS FOR THE LAKES OF FRANKLIN MILLS

The undersigned hereby approve the Second Amendment to the Declaration of the Easements, Covenants, Conditions, and Restrictions for The Lakes of Franklin Mills.

Address: 998 Edgewater Cir
Kent, OH 44240

Stephen J. Molnar
Signature Stephen J. Molnar, Jr.

Lenora B. Molnar
Signature
Lenora B. Molnar

STATE OF OHIO
SS
PORTAGE COUNTY

Before me a Notary Public in and for said County and State, personally appeared the above named Stephen J Molnar & Lenora B Molnar who acknowledged that they did sign the foregoing instrument and that the same is their free act and deed.

In Testimony Whereof, I have hereunto set my hand and official seal at Summit, Ohio, this 15th day of Feb, 2005.

Nancy Kay Vyner
Notary Public
NANCY KAY VYNER
Notary Public - State of Ohio
My Commission Expires Nov. 7, 2009

CONSENT TO SECOND AMENDMENT OF THE DECLARATION OF EASEMENTS, COVENANTS, CONDITIONS AND RESTRICTIONS FOR THE LAKES OF FRANKLIN MILLS

The undersigned hereby approve the Second Amendment to the Declaration of the Easements, Covenants, Conditions, and Restrictions for The Lakes of Franklin Mills.

Address: 935 Edgewater Circle
Kent, O. 44240

Mary B. Beutel
Signature
Mary B. Beutel

Signature

STATE OF OHIO
SS
PORTAGE COUNTY

Before me a Notary Public in and for said County and State, personally appeared the above named Mary B. Beutel who acknowledged that they did sign the foregoing instrument and that the same is their free act and deed.

In Testimony Whereof, I have hereunto set my hand and official seal at Ravenna, Ohio, this 15th day of February, 2005.

Janet F. Ludick
Notary Public

JANET F. LUDICK-NOTARY PUBLIC
STATE OF OHIO
MY COMMISSION EXPIRES JULY 25, 2006

CONSENT TO SECOND AMENDMENT OF THE DECLARATION OF EASEMENTS, COVENANTS, CONDITIONS AND RESTRICTIONS FOR THE LAKES OF FRANKLIN MILLS

The undersigned hereby approve the Second Amendment to the Declaration of the Easements, Covenants, Conditions, and Restrictions for The Lakes of Franklin Mills.

Address: 933 Edgewater Cir
Kent, OH 44240

Hildred Jean Meadows
Signature
Hildred Jean Meadows

Signature

STATE OF OHIO
SS
PORTAGE COUNTY

Before me a Notary Public in and for said County and State, personally appeared the above named HILDRED JEAN MEADOWS who acknowledged that they did sign the foregoing instrument and that the same is their free act and deed.

In Testimony Whereof, I have hereunto set my hand and official seal at KENT, Ohio, this 15TH day of FEB, 2005.

Mary F Yeagler
Notary Public

NOTARIAL SEAL STATE OF OHIO

MARY F. YEAGLER
NOTARY PUBLIC, STATE OF OHIO
My Commission expires July 19, 2009

CONSENT TO SECOND AMENDMENT OF THE DECLARATION OF EASEMENTS, COVENANTS, CONDITIONS AND RESTRICTIONS FOR THE LAKES OF FRANKLIN MILLS

The undersigned hereby approve the Second Amendment to the Declaration of the Easements, Covenants, Conditions, and Restrictions for The Lakes of Franklin Mills.

Brian Holden
Address: 885 Stonewater Dr.
Kent, OH 44240

Signature
Brian D. Holden

Signature

STATE OF OHIO
SS
PORTAGE COUNTY

Before me a Notary Public in and for said County and State, personally appeared the above named BRIAN HOLDEN who acknowledged that they did sign the foregoing instrument and that the same is their free act and deed.

In Testimony Whereof, I have hereunto set my hand and official seal at Akron, Ohio, this 14TH day of FEBRUARY, 2005.

Adreina A. Murphy
Notary Public

ADREINA A. MURPHY, Notary Public
STATE OF OHIO
My Commission Expires June 13, 2006

CONSENT TO SECOND AMENDMENT OF THE DECLARATION OF EASEMENTS, COVENANTS, CONDITIONS AND RESTRICTIONS FOR THE LAKES OF FRANKLIN MILLS

The undersigned hereby approve the Second Amendment to the Declaration of the Easements, Covenants, Conditions, and Restrictions for The Lakes of Franklin Mills.

Address:
869 Stonewater Dr.
Kent, Ohio 44240

William D White
Signature

Eddye R. White
Signature

STATE OF OHIO
SS
PORTAGE COUNTY

Before me a Notary Public in and for said County and State, personally appeared the above named William D White & Eddye R. White who acknowledged that they did sign the foregoing instrument and that the same is their free act and deed.

In Testimony Whereof, I have hereunto set my hand and official seal at Ravenna, Ohio, this 15th day of February, 2005.

Kristy A. Huhn
Notary Public

NOTARY PUBLIC STATE OF OHIO

KRISTY HUHN
Notary Public, State of Ohio
My Commission Expires 1-15-2006

CONSENT TO SECOND AMENDMENT OF THE DECLARATION OF EASEMENTS, COVENANTS, CONDITIONS AND RESTRICTIONS FOR THE LAKES OF FRANKLIN MILLS

The undersigned hereby approve the Second Amendment to the Declaration of the Easements, Covenants, Conditions, and Restrictions for The Lakes of Franklin Mills.

Address: 955 Edgewater Ct
Kent, OH 44240

Signature Deanna Sinn

Signature Jon Sinn

STATE OF OHIO
SS
PORTAGE COUNTY

Before me a Notary Public in and for said County and State, personally appeared the above named _____ who acknowledged that they did sign the foregoing instrument and that the same is their free act and deed.

In Testimony Whereof, I have hereunto set my hand and official seal at Kent, Ohio, this 15 day of February, 2005.

Notary Public

witness to Deanna Sinn
Attorney Jon Sinn
my comission does not expire

Notary Public
witness to Jon Sinn
Atty Deanna Sinn
my commission does not expire

CONSENT TO SECOND AMENDMENT OF THE DECLARATION OF EASEMENTS, COVENANTS, CONDITIONS AND RESTRICTIONS FOR THE LAKES OF FRANKLIN MILLS

The undersigned hereby approve the Second Amendment to the Declaration of the Easements, Covenants, Conditions, and Restrictions for The Lakes of Franklin Mills.

Address:

871 STONEWATER DR

KENT, OH 44240-2052

Jeffrey R. Oviatt
Signature Jeffrey R. Oviatt

Pamela J. Oviatt
Signature Pamela J. Oviatt

STATE OF OHIO
SS
PORTAGE COUNTY

Before me a Notary Public in and for said County and State, personally appeared the above named Jeff & Pamela Oviatt who acknowledged that they did sign the foregoing instrument and that the same is their free act and deed.

In Testimony Whereof, I have hereunto set my hand and official seal at Summit County, Ohio, this 17th day of Feb., 2005.

William F. Blank
Notary Public

William F. Blank, Notary
State of Ohio
My Commission Expires: 5/05/08

CONSENT TO SECOND AMENDMENT OF THE DECLARATION OF EASEMENTS, COVENANTS, CONDITIONS AND RESTRICTIONS FOR THE LAKES OF FRANKLIN MILLS

The undersigned hereby approve the Second Amendment to the Declaration of the Easements, Covenants, Conditions, and Restrictions for The Lakes of Franklin Mills.

Address: 1006 ROY MARSH DR
KENT OHIO 44240-2072

Etta mae Hannon
Signature

Clarence W Hannon
Signature

STATE OF ~~OHIO~~ CALIFORNIA
SS
SAN DIEGO ~~PORTAGE~~ COUNTY

Before me a Notary Public in and for said County and State, personally appeared the above named ~~JEFFREY S AGUILAR~~ CNV who acknowledged that they did sign the foregoing instrument and that the same is their free act and deed. ETTA H HANNON AND CLARENCE W HANNON

In Testimony Whereof, I have hereunto set my hand and official seal at ~~Ohio~~ CNV, this 15 day of FEBRUARY, 2005.

DEPARTMENT OF THE NAVY
COMMANDING OFFICER
NAVAL LEGAL SERVICE OFFICE SW CALIFORNIA
3395 STURTEVANT STREET, SUITE 2
SAN DIEGO CA 92136-5138
OFFICIAL BUSINESS

L. Vazquez LN3/SW USN
~~Notary Public~~

LN3(SW) C. VAZQUEZ
UNITED STATES NAVY
NOTARY PUBLIC BY AUTHORITY OF
TITLE 10 U.S.C. § 936 & 1044A
NO SEAL IS REQUIRED BY STATUTE

CONSENT TO SECOND AMENDMENT OF THE DECLARATION OF EASEMENTS, COVENANTS, CONDITIONS AND RESTRICTIONS FOR THE LAKES OF FRANKLIN MILLS

The undersigned, as the owner of 693 Stonewater Drive, 818 Stonewater Drive, 822 Stonewater Drive, 826 Stonewater Drive, 830 Stonewater Drive, 834 Stonewater Drive, 838 Stonewater Drive, 842 Stonewater Drive, 846 Stonewater Drive, 850 Stonewater Drive, 854 Stonewater Drive, 858 Stonewater Drive, 862 Stonewater Drive, 1003 Naturewood Circle, 1007 Naturewood Circle, 1011 Naturewood Circle, 1015 Naturewood Circle, 1019 Naturewood Circle, 1014 Naturewood Circle, 1010 Naturewood Circle, 1006 Naturewood Circle, 997 Red Fern Circle, 986 Red Fern Circle, 992 Red Fern Circle, 974 Red Fern Circle, 980 Red Fern Circle, 979 Red Fern Circle, 973 Red Fern Circle, 991 Red Fern Circle, 985 Red Fern Circle, 998 Red Fern Circle, 980 Admore Drive, 972 Admore Drive, 976 Admore Drive, 960 Admore Drive, 964 Admore Drive, 968 Admore Drive, 959 Admore Drive, 955 Admore Drive, 951 Admore Drive, 947 Admore Drive, 992 Admore Drive, 984 Admore Drive, 988 Admore Drive, 956 Admore Drive, 952 Admore Drive, 944 Admore Drive, 948 Admore Drive hereby approves the Second Amendment to the Declaration of the Easements, Covenants, Conditions, and Restrictions for The Lakes of Franklin Mills.

Stonewater Development Corporation

By: Robert Heimann, President

STATE OF OHIO

SS

PORTAGE COUNTY

Before me, a Notary Public in and for said County and State, personally appeared Stonewater Development Corporation by Robert Heimann its President who acknowledged that he did sign the foregoing instrument, and that the same is the free act and deed of said Stonewater Development Corporation and his free act and deed personally and as such Officer.

In Testimony Whereof, I have hereunto set my hand and official seal, at Kent, Ohio, this 23rd day of Feb., 2005.

Notary Public

Heimann,Robert\Heimann Consent1

Carol Weger
Notary Public, State of Ohio
My Commission Expires May 8, 2007

CONSENT TO SECOND AMENDMENT OF THE DECLARATION OF EASEMENTS, COVENANTS, CONDITIONS AND RESTRICTIONS FOR THE LAKES OF FRANKLIN MILLS

The undersigned, as the owner of 867 Stonewater Drive, 873 Stonewater Drive, 899 Stonewater Drive, 973 Edgewater Circle, 965 Edgewater Circle, 949 Edgewater Circle, 947 Edgewater Circle, 945 Edgewater Circle, 1018 Roy Marsh Drive, 1022 Roy Marsh Drive, 1026 Roy Marsh Drive, S.L. #104R 1027 Roy Marsh Drive, S.L. #105R 1031 Roy Marsh Drive, S.L.106 1033 Roy Marsh Drive, hereby approves the Second Amendment to the Declaration of the Easements, Covenants, Conditions, and Restrictions for The Lakes of Franklin Mills.

Forest Lakes Development Co., LTD

By: Robert Heimann, Managing Member

STATE OF OHIO

SS

PORTAGE COUNTY

Before me, a Notary Public in and for said County and State, personally appeared Stonewater Development Corporation by Robert Heimann its President who acknowledged that he did sign the foregoing instrument, and that the same is the free act and deed of said Stonewater Development Corporation and his free act and deed personally and as such Member.

In Testimony Whereof, I have hereunto set my hand and official seal, at Kent, Ohio, this 23rd day of Feb, 2005.

Carol Wager
Notary Public

Heimann,Robert\Heimann Consent2

Carol Wager
Notary Public, State of Ohio
My Commission Expires May 8, 2007

3

QUIT CLAIM DEED

Forest Lakes Development Co. Ltd., an Ohio Corporation, the Grantor, for no consideration from the City of Kent, Ohio, an Ohio Municipal Corporation, the Grantee, whose tax-mailing address is 221 East Summit Street, Kent, Ohio 44240 do by these presents absolutely give, grant, remise, release, and forever quit-claim unto the said Grantee its successors and assigns forever, all such right and title as the said Grantor has or ought to have in and to the following described piece or parcel of land:

See Attached Exhibit

To Have and to Hold the premises aforesaid, with the appurtenances thereunto belonging to the said Grantee its successors and assigns, so that neither the said Grantor, nor its successors, nor any other persons claiming title through or under it shall or will hereafter claim or demand any right or title to the premises, or any part thereof; but they and every one of them shall by these presents be excluded and forever barred.

This transfer is a gift and is and made subject to the following conditions and restrictions.

The lands described herein include wetlands and a lake. There is a kiosk and walking trails on the property; otherwise the property is in a natural state. It is the intent of the Grantor and Grantee that the property be conserved and maintained in its current condition so as to retain its natural and scenic character. To that end, the property conveyed is subject to the following specific restrictions:

1. No boats or flotation devices of any kind are permitted in the wetlands or lake. No swimming is permitted in the wetlands or lake. No docks, walkways or other structures are to be constructed or protrude into or over the wetlands or the lake.
2. No structures of any kind are to be constructed on or placed on the property, except the existing kiosk which may be repaired, maintained and re-placed with a similar type structure so long as it is not enlarged.
3. No lighting of any kind is to be placed on the property.
4. The existing paths and walkways may be maintained and replaced but may not be enlarged and new walkways or paths may not be installed.
5. There shall be no removal, destruction or cutting of trees, shrubs or other vegetation except as necessary to maintain the existing footpaths, trails and walkways; to

to restore natural habitat areas or promote native vegetation.

6. No new ponds or dykes of any sort shall be placed on the property. Existing lakes and wetlands shall not be filled, dredged or excavated. There shall be no excavation, mining or drilling and no removal of top soil, sand gravel, rock, peat, mineral or other materials from the property.
7. There shall be no dumping of any material on the property of any nature whatsoever.
8. No farming activities shall take place on the property.
9. No signs of any sort are to be placed on the property except signs for identification of the property, directional signs for the trails and informational signs concerning the use of the property.
10. There shall be no hunting or trapping on the property, except animals that pose a nuisance of the property or to the adjoining property may be controlled by hunting or trapping.

The restrictions contained herein shall be binding upon and shall inure to the benefit of the Grantor and Grantee, their respective successors and assigns, and shall run with the title to said property and be binding upon said property.

Executed and acknowledged this 15 day of March, 2005.

FOREST LAKES DEVELOPMENT CO. LTD.

Robert Heimann

By: Robert Heimann, President

BONNIE M. HOWE
PORTAGE CO. RECORDER

20 0515785 23 05

RECEIVED FOR RECORD
AT 3:22:35
FEE 44.00

INDEXED

TRANSFERRED
Sec.319.54(F-2) 50
Sec.319.202

JUN 23 2005

Janet Esposito
PORTAGE COUNTY AUDITOR

STATE OF OHIO
SS
PORTAGE COUNTY

Before me, a Notary Public in and for said County and State, personally appeared Forest Lakes Development Co. Ltd., by Robert Heimann, its President, who acknowledged that he did sign the foregoing instrument, and that the same is the free act and deed of said Corporation and his free act and deed personally and as such Officer.

In Testimony Whereof, I have hereunto set my hand and official seal, at Kent, Ohio, this 15 day of March, 2005.

Notary Public

David E. Williams
Notary Public for State of Ohio
My commission has no expiration date
R.C. 147.03

This instrument prepared by:
David E. Williams, Attorney
Williams, Welser & Kratcoski
Eleven South River Street
P.O. Box 396
Kent, Ohio 44240
Heimann, Robert/019 City Gift/City of Kent QCD Block 1

LEGAL DESCRIPTION

Block # 1
Of
The Lakes of Franklin Mills Subdivision

Situated in the City of Kent, County of Portage, State of Ohio and known as being part of Franklin Township Original Lot Numbers 28 and 29, and all of ***Block #1*** of the ***The Lakes of Franklin Mills – Phase 1 Subdivision Plat*** as recorded in ***Plat Volume 2001, Page 117*** of the Portage County Map Records.

RS TAX MAP DEPT. 6-23-05
LEGAL DESCRIPTION
☑ SUFFICIENT ☐ DEFICIENT
☑ NO DIVISION OF LAND
17-029-20-00-007

A-3821

QUIT CLAIM DEED

Forest Lakes Development Co., LTD, the Grantor, for ONE DOLLAR ($1.00) and other valuable consideration, received to its full satisfaction of Forest Lakes Development Co., LTD, the Grantee, whose tax mailing address is 873 Stonewater Drive, Kent, Ohio 44240, do by these presents absolutely give, grant, remise, release, and forever quit-claim unto the said Grantee, their heirs and assigns forever, all such right and title as the said Grantor has or ought to have in and to the following described piece or parcel of land:

Legal Description is on Exhibit A Attached hereto and incorporated herein by reference as if fully rewritten herein.

To Have and to Hold the premises aforesaid, with the appurtenances thereunto belonging to the said Grantees heirs and assigns, so that neither the said Grantor, nor any other persons claiming title through or under it shall or will hereafter claim or demand any right or title to the premises, or any part thereof; but they and every one of them shall by these presents be excluded and forever barred.

Grantor and Grantee is the original developer of The Lakes of Franklin Mills, a subdivision located in the City of Kent, Ohio, which is subject to a master declaration of easements, covenants, conditions, and restrictions of The Lakes of Franklin Mills, originally recorded January 8, 2002, as instrument number 200200801 and as subsequently amended on February 23, 2005 as instrument number 2005041265 which was recorded with the Recorder of Portage County, Ohio (collectively the "Master Declaration").

Pursuant to the Master Declaration, The Lakes of Franklin Mills Association, Inc., an Ohio not for profit corporation was formed to administer, operate, control and regulate the Association pursuant to the Master Declaration (the "Association").

All of the lands described on Exhibit A hereto are subject to the Master Declaration and are part of the Association.

At the time of the closing of the purchase any of the property described on Exhibit A hereto from Grantee herein, the purchaser shall pay, in addition to the purchase price for said property, the sum of $300.00 to the Master Association. This provision shall only apply to property purchased from the Grantee herein, pursuant to a contracted on or after January 1, 2006. This provision shall not apply to the subsequent sale of any of the property by the purchaser or any subsequent owner. The terms and conditions of this deed shall be binding upon and inure to the benefit of the Grantor and Grantee herein and to their respective successors and assigns and shall also be binding upon and inure to the benefit of the real property described in this deed and each and every owner thereof and all persons having any interest therein and shall run with the title to said property.

INDEXED

BONNIE M. HOWE
PORTAGE CO. RECORDER
0524804 8 198
RECEIVED FOR RECORD
AT 14:50:43
FEE 36.00

Exhibit A

Situated in the City of Kent, County of Portage and State of Ohio and being known as Lots 5R, 6R and 7R of The Lakes of Franklin Mills Subdivision as recorded in Plat 2003-91 of the Portage County Records.

Situated in the City of Kent, County of Portage and State of Ohio and being known as Unit 54 of The Lakes at Franklin Mills Condominium filed for record at Plat 2002-101 as set forth in The Declaration of Condominium Ownership for The Lakes at Franklin Mills recorded at Instrument No. 200218268 of Portage County Records and as amended.

9-19-05 TAX MAP DEPT.
LEGAL DESCRIPTION
☑ SUFFICIENT ☐ DEFICIENT
☑ NO DIVISION OF LAND

17-029-20-00-005.001
" -006.001
" -007.001

17-029-20-00-010.026

NO TRANSFER
REQUIRED
SEP 19 2005
JANET ESPOSITO, EKL
AUDITOR

Forest Lakes Development Co. LTD

By: Robert Heimann, Manager

STATE OF OHIO
SS
PORTAGE COUNTY

Before me, a Notary Public in and for said County and State, personally appeared the above named the Forest Lakes Development Co., LTD, by Robert Heimann its Manager who acknowledged that he did sign the foregoing instrument, and that the same is the free act and deed of said Corporation, and free act and deed of him personally and as such officer.

In Testimony Whereof, I have hereunto set my hand and official seal, at Kent, Ohio, this 12 day of August, 2005.

Notary Public

David E. Williams
Notary Public for State of Ohio
My commission has no expiration date
R.C. 147.03

This instrument prepared by:
David E. Williams, Attorney
Williams, Welser & Kratcoski
Eleven South River Street
P.O. Box 396
Kent, Ohio 44240
Heimann\910057016\agreements\QCD

FIRST AMENDMENT TO THE DECLARATION OF THE EASEMENTS, COVENANTS, CONDITIONS AND RESTRICTIONS FOR THE LAKES OF FRANKLIN MILLS

Forest Lakes Development Company, Ltd, as owner and Developer, filed the Declaration of Easements, Covenants, Conditions and Restrictions for the Lakes Of Franklin Mills filed for Record as Instrument Number 200200801 the Portage County Recorders Office on January 18, 2002 (the "Declaration"), and thereby submitted the lands described therein to the terms and conditions, covenants and restrictions of the Declaration.

Pursuant to Section 15.3 of the Declaration, the Declaration may be amended by an instrument signed by not less than 80% of the owners. As of the date of this First Amendment the Developer, Forest Lakes Development Company, Ltd., owns 100% of the lands subject to the Declaration and as such, has the right to amend the Declaration.

The Declaration is hereby amended in the following respects:

In Article II, the definition of "Common Facilities" is deleted in its entirety and replaced with the following language:

> Common Facilities specifically includes the lawns, landscaping, and any signage, fountains, lighting (excluding street curbing and public street lighting) and other similar types of improvements, placed within any street islands or boulevard centers by the Developer or the Owners, notwithstanding the fact that such areas may be within a publicly dedicated right of way.

The preceding language shall be and become part of the Declaration as if such language were included in the original Declaration. In all other respects the Declaration is hereby reaffirmed.

Signed and acknowledged this 5 day of June, 2002.

FOREST LAKES DEVELOPMENT COMPANY, LTD.

By: Robert Heimann, Managing Member

NO TRANSFER REQUIRED
JUN 12 2002
JANET ESPOSITO
AUDITOR

LINDA FANKHAUSER
PORTAGE CO. RECORDER

200218267 3 12 PG

RECEIVED FOR RECORD
AT 11:54:28
FEE 16.00

INDEXED

STATE OF OHIO

SS

Portage COUNTY

Before me, a Notary Public in and for said County and State, personally appeared the above named the Forest Lakes Development Company, Ltd., by Robert Heimann its Managing Member who acknowledged that he did sign the foregoing instrument, and that the same is the free act and deed of said Corporation, and his free act and deed personally and as such officer.

In Testimony Whereof, I have hereunto set my hand and official seal, at Kent, Ohio, this 5 day of June, 2002.

Notary Public

Prepared by
David E. Williams
Notary Public for State of Ohio
My commission has no expiration date.
R.C. 147.03

Heimann\10057012\agreements\First Amendment to the Declaration

H-3041

EXPANSION OF THE MASTER DECLARATION FOR THE LAKES OF FRANKLIN MILLS AND THE DECLARATION OF THE SINGLE FAMILY HOMES OF THE LAKES of FRANKLIN MILLS TO ADDITIONAL LANDS AND IMPOSITION OF ADDITIONAL PROVISIONS WITH RESPECT TO SAID LANDS

WHEREAS, Forest Lakes Development Company Ltd., as the original developer of The Lakes of Franklin Mills, pursuant to a general development plan as approved by the City of Kent Planning Commission on July 17, 2001 caused a Declaration of Easements, Covenants, Conditions and Restrictions for the Lakes of Franklin Mills to be recorded on January 8, 2002 as instrument number 200200801 with the Recorder of Portage County, Ohio which was subsequently amended on February 23, 2005 as instrument number 200504265 (collectively the "Master Declaration"); and

Transfer of Common Areas

WHEREAS, Forest Lakes Development Company Ltd., is also the original developer of the Single Family Homes of The Lakes of Franklin Mills at The Lakes of Franklin Mills and as developer filed a Declaration of Easements, Covenants, Conditions, and Restrictions for the Single Family Homes of the Lakes of Franklin Mills which was filed on April 14, 2004 as instrument number 200410126 as amended February 23, 2005 as instrument number 200504266; and subsequently restated on April 22, 2005 as instrument number 200509865; and a second restatement on June 10, 2005 as instrument number 200514664, all filed with the Recorder of Portage County, Ohio (collectively the "Single Family Homes Declaration); and

WHEREAS, Forest Lake Development Company Ltd. assigned its right as developer under the Master Declaration and Single Family Homes Declaration to the undersigned;

NOW THEREFORE, the undersigned as the owner of the real property described on Exhibit A attached hereto and as the successor developer with respect to said property under both the Master Declaration and the Single Family Homes Declaration, and in accordance with its authority under the Master Declaration and to the Single Family Declaration hereby subjects the real property described on Exhibit A hereto to the Master Declaration and to the Single Family Home Declaration as if said real property were originally described in the original Master Declaration and the original Single Family Declaration.

The undersigned also subjects the real property described on Exhibit A hereto to the following additional conditions and restrictions. At the time of the closing of the purchase of each of the sublots described on Exhibit A hereto from the undersigned, the purchaser shall pay, in addition to the purchase price, the sum of $300.00 to the Master Association. This provision shall only apply to sublots purchased from the undersigned pursuant to a contract dated on or after

January 1, 2006. This provision shall not apply to the subsequent sale of the sublot by the purchaser, or any subsequent owner.

The terms and conditions of, and all easements, covenants, conditions, and restrictions contained in, the Master Declaration and the Single Family Declaration are incorporated herein by reference as is fully rewritten herein. The terms and conditions of, and all easements, covenants, restrictions, and conditions contained in the Master Declaration and the Single Family Declaration, as well as the terms and conditions of this instrument shall be binding upon the real property described in Exhibit A hereto and each and every owner thereof and all persons having any interest therein and shall run with the title to said lands.

RED FERN, LLC and
LAKEVIEW INVESTMENT CO., LLC

Robert K Heimann
By: Robert Heimann, Managing Member

STATE OF OHIO

SS

COUNTY OF Portage

*and Red Fern, LLC

Before me, a Notary Public, in and for said County and State, personally appeared the above named , Lakeview Investment Co, LLC, by Robert Heimann, its Managing Member, who acknowledged that he did sign the foregoing instrument and that the same is the free act and deed of said Corporation, and free act and deed of Robert Heimann personally and as such officer.

In testimony whereof, I have hereunto set my hand and official seal at Kent, Ohio, this 12 day of August, 2005.

David E. Williams
Notary Public

David E. Williams
Notary Public for State of Ohio
My commission has no expiration date
R.C. 147.03

QUIT CLAIM DEED

Forest Lakes Development Co. Ltd., an Ohio Corporation, the Grantor, for no consideration from the City of Kent, Ohio, an Ohio Municipal Corporation, the Grantee, whose tax-mailing address is 221 East Summit Street, Kent, Ohio 44240 do by these presents absolutely give, grant, remise, release, and forever quit-claim unto the said Grantee its successors and assigns forever, all such right and title as the said Grantor has or ought to have in and to the following described piece or parcel of land:

See Attached Exhibit

To Have and to Hold the premises aforesaid, with the appurtenances thereunto belonging to the said Grantee its successors and assigns, so that neither the said Grantor, nor its successors, nor any other persons claiming title through or under it shall or will hereafter claim or demand any right or title to the premises, or any part thereof; but they and every one of them shall by these presents be excluded and forever barred.

This transfer is a gift.

Executed and acknowledged this 15 day of March, 2005.

FOREST LAKES DEVELOPMENT CO. LTD.

Robert G Heimann

By: Robert Heimann, President

Asta

BONNIE M. HOWE
PORTAGE CO. RECORDER

200515783 MAR 23 05

RECEIVED FOR RECORD
AT 02:53
FEE 36.00

INDEXED

STATE OF OHIO

SS

PORTAGE COUNTY

Before me, a Notary Public in and for said County and State, personally appeared Forest Lakes Development Co. Ltd., by Robert Heimann, its President, who acknowledged that he did sign the foregoing instrument, and that the same is the free act and deed of said Corporation and his free act and deed personally and as such Officer.

In Testimony Whereof, I have hereunto set my hand and official seal, at Kent, Ohio, this 15 day of March, 2005.

Notary Public

David E. Williams
Notary Public for State of Ohio
My commission has no expiration date.
R.C. 147.03

This instrument prepared by:
David E. Williams, Attorney
Williams, Welser & Kratcoski
Eleven South River Street
P.O. Box 396
Kent, Ohio 44240
Heimann, Robert/019 City Gift/City of Kent QCD Block 2

LEGAL DESCRIPTION

Block # 2
Of
The Lakes of Franklin Mills Subdivision

Situated in the City of Kent, County of Portage, State of Ohio and known as being part of Franklin Township Original Lot Numbers 28 and 29, and all of ***Block #2*** of the ***The Lakes of Franklin Mills – Phase 1 Subdivision Plat*** as recorded in ***Plat Volume 2001, Page 117*** of the Portage County Map Records.

AND NOW KNOWN AS BEING BLOCK 2R OF THE LAKES OF FRANKLIN MILLS PHASE 1 AS REPLATTED IN PLAT 2004-46 OF THE PORTAGE COUNTY RECORDS. *

RS * TAX MAP DEPT. 6-23-05
LEGAL DESCRIPTION
☑ SUFFICIENT ☐ DEFICIENT
☑ NO DIVISION OF LAND
17-029-20-00-008.001

TRANSFERRED
Sec. 319.54(F-2) .50
Sec. 319.202
CUP
JUN 23 2005
Janet Esposito
PORTAGE COUNTY AUDITOR

PORTAGE COUNTY COURTHOUSE
RAVENNA, OHIO
"1830"

Invoice

APPROVED STATEWIDE TITLE AGENCY, CORP.

Heritage BRANCH OFFICE

320 E. MAIN, PLAZA EAST, P.O. BOX 826, RAVENNA, OHIO 44266 • (330) 297-5754/678-3190 FAX: (330) 297-6528

RECEIVED
JUL 5 2005
LAW DEPARTMENT
CITY OF KENT

ORDER NO. ACCOMMODATION
LAKES OF FRANKLINS MILLS

CITY OF KENT DEPT OF LAW
215 E. SUMMIT ST
KENT, OHIO 44240
ATT: LILLIAN HARRIS

Terms: Net Cash on Receipt of Invoice

Date		Dr.	Cr.	Balance
6/30/05	RECORD 4 QUIT CLAIM DEEDS (FOREST LAKES) ACCOMMODATION FEE	$170.00 40.00		
	TOTAL DUE			$210.00
	ENCL: QCD #200515783-200515786			

Approved for payment PO# 118675

James R. Silver, Law Director 7-6-05 Date

QUIT CLAIM DEED

Red Fern LLC, an Ohio Limited Liability Company, the Grantor, for no consideration from The Lakes of Franklin Mills Association, Inc., an Ohio Not-for-Profit Corporation, the Grantee, whose tax-mailing address is 873 Stonewater Drive, Kent, Ohio 44240 do by these presents absolutely give, grant, remise, release, and forever quit-claim unto the said Grantee its heirs and assigns forever, all such right and title as the said Grantor has or ought to have in and to the following described piece or parcel of land:

See Attached Exhibit

To Have and to Hold the premises aforesaid, with the appurtenances thereunto belonging to the said Grantee its heirs and assigns, so that neither the said Grantor, nor its heirs, nor any other persons claiming title through or under it shall or will hereafter claim or demand any right or title to the premises, or any part thereof; but they and every one of them shall by these presents be excluded and forever barred.

This transfer is to convey some of the open space for the Lakes of Franklin Mills subdivision from the Developer to the Association.

The property described herein include wetlands and a lake. There is a kiosk and walking trails on the property; otherwise the property is in a natural state. It is the intent of the Grantor that the property be conserved and maintained in its current condition so as to retain its natural and scenic character. To that end, the property is subject to the following specific restrictions:

1. No boats or flotation devices of any kind are permitted in the wetlands or lake. No fishing or swimming is permitted in the wetlands or lake. No docks, walkways or other structures are to be constructed or protrude into or over the wetlands or the lake.
2. No structures of any kind are to be constructed on or placed on the property, except the existing kiosk which may be repaired, maintained and re-placed with a similar type structure so long as it is not enlarged.
3. No lighting of any kind is to be placed on the property.

4. The existing paths and walkways may be maintained and replaced but may not be enlarged and new walkways or paths may not be installed.
5. There shall be no removal, destruction or cutting of trees, shrubs or other vegetation except as necessary to maintain the existing footpaths, trails and walkways; to control or prevent imminent hazard, disease or fire; or to restore natural habitat areas or promote native vegetation.
6. No new ponds or dykes of any sort shall be placed on the property. Existing lakes and wetlands shall not be filled, dredged or excavated. There shall be no excavation, mining or drilling and no removal of top soil, sand gravel, rock, peat, minerals or other materials from the property.
7. There shall be no dumping of any material on the property of any nature whatsoever.
8. No farming activities shall take place on the property.
9. No signs of any sort are to be placed on the property except signs for identification of the property, directional signs for the trails and informational signs concerning the use of the property.
10. There shall be no hunting or trapping on the property, except animals that pose a nuisance may be controlled by hunting or trapping.

The property conveyed herein is part of the open space of the Lakes of Franklin Mills Subdivision, Kent, Ohio, to be administered by the Lakes of Franklin Mills Association Inc. in accordance with the restrictions contained herein and the Declaration of Easements, Covenants, Conditions and Restrictions for the Lakes of Franklin Mills filed with the recorder of Portage County, Ohio January 8, 2002 and recorded as Instrument Number 200200801. The restrictions contained herein shall be binding upon and shall inure to the benefit of the Grantor and the Grantee, and their respective successors and assigns and shall run with the title to said property and be binding upon said property.

Executed and acknowledged this 26 day of MAY, 2005.

RED FERN LLC

By: Robert Heimann, managing member

STATE OF OHIO

SS

PORTAGE COUNTY

Before me, a Notary Public in and for said County and State, personally appeared RED FERN LLC, by Robert Heimann, its managing member, who acknowledged that he did sign the foregoing instrument, and that the same is the free act and deed of said Company and his free act and deed personally and as such Officer.

In Testimony Whereof, I have hereunto set my hand and official seal, at Kent, Ohio, this 26 day of MAY, 2005.

Notary Public

David E. Williams
Notary Public for State of Ohio
My commission has no expiration date.
R.C. 147.03

This instrument prepared by:
David E. Williams, Attorney
Williams, Welser & Kratcoski
Eleven South River Street
P.O. Box 396
Kent, Ohio 44240
Heimann, Robert/019 City Gift/QCD to Master Association

BONNIE M. HOWE
PORTAGE CO. RECORDER

200515784 M 23 05

RECEIVED FOR RECORD
AT 13:22:27
FEE 44.00

INDEXED

LEGAL DESCRIPTION

Parcel Number 1R-D3
Of
Plat of The Lakes of Franklin Mills Subdivision Phase 2

Situated in the City of Kent, County of Portage, State of Ohio and known as being part of Franklin Township Original Lot Numbers 26 & 27, and all of ***Parcel Number 1R-D3*** of the ***Plat of The Lakes of Franklin Mills Subdivision Phase 2 and Dedication of Part of Stone Water Drive, Admore Drive and All of Nature Wood Circle and Red Fern Circle*** as recorded in ***Plat Volume 2004, Page 93*** of the Portage County Map Records.

RS TAX MAP DEPT. 6.23.05
LEGAL DESCRIPTION
☑ SUFFICIENT ☐ DEFICIENT
☐ NO DIVISION OF LAND
17-029-20-00-011.025

TRANSFERRED
Sec. 319.54(F-2) 30
Sec. 319.202
JUN 23 2005
Janet Esposito
PORTAGE COUNTY AUDITOR

QUIT CLAIM DEED

Forest Lakes Development Company Limited, an Ohio Limited Liability Company, the Grantor, for no consideration from The Lakes of Franklin Mills Association, Inc., an Ohio Not-for-Profit Corporation, the Grantee, whose tax-mailing address is 873 Stonewater Drive, Kent, Ohio 44240 do by these presents absolutely give, grant, remise, release, and forever quit-claim unto the said Grantee its heirs and assigns forever, all such right and title as the said Grantor has or ought to have in and to the following described piece or parcel of land:

See Attached Exhibit

To Have and to Hold the premises aforesaid, with the appurtenances thereunto belonging to the said Grantee its heirs and assigns, so that neither the said Grantor, nor its heirs, nor any other persons claiming title through or under it shall or will hereafter claim or demand any right or title to the premises, or any part thereof; but they and every one of them shall by these presents be excluded and forever barred.

This transfer is to convey some of the open space for the Lakes of Franklin Mills subdivision from the Developer to the Association.

The property described herein include wetlands and a lake. There is a kiosk and walking trails on the property; otherwise the property is in a natural state. It is the intent of the Grantor that the property be conserved and maintained in its current condition so as to retain its natural and scenic character. To that end, the property is subject to the following specific restrictions:

1. No boats or flotation devices of any kind are permitted in the wetlands or lake. No fishing or swimming is permitted in the wetlands or lake. No docks, walkways or other structures are to be constructed or protrude into or over the wetlands or the lake.
2. No structures of any kind are to be constructed on or placed on the property, except the existing kiosk which may be repaired, maintained and re-placed with a similar type structure so long as it is not enlarged.
3. No lighting of any kind is to be placed on the property.

4. The existing paths and walkways may be maintained and replaced but may not be enlarged and new walkways or paths may not be installed.
5. There shall be no removal, destruction or cutting of trees, shrubs or other vegetation except as necessary to maintain the existing footpaths, trails and walkways; to control or prevent imminent hazard, disease or fire; or to restore natural habitat areas or promote native vegetation.
6. No new ponds or dykes of any sort shall be placed on the property. Existing lakes and wetlands shall not be filled, dredged or excavated. There shall be no excavation, mining or drilling and no removal of top soil, sand gravel, rock, peat, minerals or other materials from the property.
7. There shall be no dumping of any material on the property of any nature whatsoever.
8. No farming activities shall take place on the property.
9. No signs of any sort are to be placed on the property except signs for identification of the property, directional signs for the trails and informational signs concerning the use of the property.
10. There shall be no hunting or trapping on the property, except animals that pose a nuisance may be controlled by hunting or trapping.

The property conveyed herein is part of the open space of the Lakes of Franklin Mills Subdivision, Kent, Ohio, to be administered by the Lakes of Franklin Mills Association Inc. in accordance with the restrictions contained herein and the Declaration of Easements, Covenants, Conditions and Restrictions for the Lakes of Franklin Mills filed with the recorder of Portage County, Ohio January 8, 2002 and recorded as Instrument Number 200200801. The restrictions contained herein shall be binding upon and shall inure to the benefit of the Grantor and the Grantee, and their respective successors and assigns and shall run with the title to said property and be binding upon said property.

Executed and acknowledged this 26 day of MAY, 2005.

FOREST LAKES DEVELOPMENT CO. LTD.

By: Robert Heimann, managing member

STATE OF OHIO

SS

PORTAGE COUNTY

Before me, a Notary Public in and for said County and State, personally appeared Forest Lakes Development Co. Ltd., by Robert Heimann, its managing member, who acknowledged that he did sign the foregoing instrument, and that the same is the free act and deed of said Company and his free act and deed personally and as such Officer.

In Testimony Whereof, I have hereunto set my hand and official seal, at Kent, Ohio, this 26 day of May, 2005.

Notary Public

David E. Williams
Notary Public for State of Ohio
My commission has no expiration date.
R.C. 147.03

This instrument prepared by:
David E. Williams, Attorney
Williams, Welser & Kratcoski
Eleven South River Street
P.O. Box 396
Kent, Ohio 44240
Heimann, Robert/019 City Gift/QCD to Master Association

BONNIE M. HOWE
PORTAGE CO. RECORDER

200515786 23 pg

RECEIVED FOR RECORD
AT 13:23:17
FEE 44.00

INDEXED

LEGAL DESCRIPTION

Parcel Number "E-1"
Of
The Lakes of Franklin Mills – Phase 1 Condominium Plat Number 1R-5

Situated in the City of Kent, County of Portage, State of Ohio and known as being part of Franklin Township Original Lot Number 26, and all of ***Parcel Number "E-1"*** of ***The Lakes of Franklin Mills – Phase 1 Condominium Plat Number 1R-5*** as recorded in ***Plat Volume 2004, Page 64*** of the Portage County Map Records.

RS TAX MAP DEPT. 6-23-05
LEGAL DESCRIPTION
☑ SUFFICIENT ☐ DEFICIENT
☑ NO DIVISION OF LAND
17-029-20-00-010.011

TRANSFERRED
Sec. 319.54(F-2) .....
Sec. 319.202 .....
CLP
JUN 23 2005
Janet Esposito
PORTAGE COUNTY AUDITOR

A-3821

QUIT CLAIM DEED

Forest Lakes Development Co., LTD, the Grantor, for ONE DOLLAR ($1.00) and other valuable consideration, received to its full satisfaction of Forest Lakes Development Co., LTD, the Grantee, whose tax mailing address is 873 Stonewater Drive, Kent, Ohio 44240, do by these presents absolutely give, grant, remise, release, and forever quit-claim unto the said Grantee, their heirs and assigns forever, all such right and title as the said Grantor has or ought to have in and to the following described piece or parcel of land:

Legal Description is on Exhibit A Attached hereto and Incorporated herein by reference as if fully rewritten herein.

To Have and to Hold the premises aforesaid, with the appurtenances thereunto belonging to the said Grantees heirs and assigns, so that neither the said Grantor, nor any other persons claiming title through or under it shall or will hereafter claim or demand any right or title to the premises, or any part thereof; but they and every one of them shall by these presents be excluded and forever barred.

Grantor and Grantee is the original developer of The Lakes of Franklin Mills, a subdivision located in the City of Kent, Ohio, which is subject to a master declaration of easements, covenants, conditions, and restrictions of The Lakes of Franklin Mills, originally recorded January 8, 2002, as instrument number 200200801 and as subsequently amended on February 23, 2005 as instrument number 2005041265 which was recorded with the Recorder of Portage County, Ohio (collectively the "Master Declaration").

Pursuant to the Master Declaration, The Lakes of Franklin Mills Association, Inc., an Ohio not for profit corporation was formed to administer, operate, control and regulate the Association pursuant to the Master Declaration (the "Association").

All of the lands described on Exhibit A hereto are subject to the Master Declaration and are part of the Association.

At the time of the closing of the purchase any of the property described on Exhibit A hereto from Grantee herein, the purchaser shall pay, in addition to the purchase price for said property, the sum of $300.00 to the Master Association. This provision shall only apply to property purchased from the Grantee herein, pursuant to a contracted on or after January 1, 2006. This provision shall not apply to the subsequent sale of any of the property by the purchaser or any subsequent owner. The terms and conditions of this deed shall be binding upon and inure to the benefit of the Grantor and Grantee herein and to their respective successors and assigns and shall also be binding upon and inure to the benefit of the real property described in this deed and each and every owner thereof and all persons having any interest therein and shall run with the title to said property.

Forest Lakes Development Co. LTD

By: Robert Heimann, Manager

STATE OF OHIO
SS
PORTAGE COUNTY

Before me, a Notary Public in and for said County and State, personally appeared the above named the Forest Lakes Development Co., LTD, by Robert Heimann its Manager who acknowledged that he did sign the foregoing instrument, and that the same is the free act and deed of said Corporation, and free act and deed of him personally and as such officer.

In Testimony Whereof, I have hereunto set my hand and official seal, at Kent, Ohio, this 12 day of August, 2005.

Notary Public

David E. Williams
Notary Public for State of Ohio
My commission has no expiration date.
R.C. 147.03

This instrument prepared by:
David E. Williams, Attorney
Williams, Weiser & Kratcoski
Eleven South River Street
P.O. Box 398
Kent, Ohio 44240
Heimann\910057016\agreements\QCD

INDEXED

BONNIE M. MOWE
PORTAGE CO. RECORDER
KT
200524804 @ 19.00
RECEIVED FOR RECORD
AT 14:50:43
FEE 36.00

Exhibit A

Situated in the City of Kent, County of Portage and State of Ohio and being known as Lots 5R, 6R and 7R of The Lakes of Franklin Mills Subdivision as recorded in Plat 2003-91 of the Portage County Records.

Situated in the City of Kent, County of Portage and State of Ohio and being known as Unit 54 of The Lakes at Franklin Mills Condominium filed for record at Plat 2002-101 as set forth in The Declaration of Condominium Ownership for The Lakes at Franklin Mills recorded at Instrument No. 200218268 of Portage County Records and as amended.

9-19-05 TAX MAP DEPT.
LEGAL DESCRIPTION
☑ SUFFICIENT ☐ DEFICIENT
☑ NO DIVISION OF LAND

17-029-20-00-005.001
" -006.001
" -007.001

17-029-20-00-010.026

NO TRANSFER
REQUIRED
SEP 19 2005
JANET ESPOSITO, EKL
AUDITOR

QUIT CLAIM DEED

Lakeview Investment , LLC, the Grantor, for ONE DOLLAR ($1.00) and other valuable consideration, received to its full satisfaction of Lakeview Investment, LLC, the Grantee, whose tax mailing address is 873 Stonewater Drive, Kent, Ohio 44240, do by these presents absolutely give, grant, remise, release, and forever quit-claim unto the said Grantee, their heirs and assigns forever, all such right and title as the said Grantor has or ought to have in and to the following described piece or parcel of land:

Legal Description is on Exhibit A Attached hereto and incorporated herein by reference as if fully rewritten herein.

To Have and to Hold the premises aforesaid, with the appurtenances thereunto belonging to the said Grantees heirs and assigns, so that neither the said Grantor, nor any other persons claiming title through or under it shall or will hereafter claim or demand any right or title to the premises, or any part thereof; but they and every one of them shall by these presents be excluded and forever barred.

Grantor and Grantee is the original developer of The Lakes of Franklin Mills, a subdivision located in the City of Kent, Ohio, which is subject to a master declaration of easements, covenants, conditions, and restrictions of The Lakes of Franklin Mills, originally recorded January 8, 2002, as instrument number 200200801 and as subsequently amended on February 23, 2005 as instrument number 2005041265 which was recorded with the Recorder of Portage County, Ohio (collectively the "Master Declaration").

Pursuant to the Master Declaration, The Lakes of Franklin Mills Association, Inc., an Ohio not for profit corporation was formed to administer, operate, control and regulate the Association pursuant to the Master Declaration (the "Association").

All of the lands described on Exhibit A hereto are subject to the Master Declaration and are part of the Association.

At the time of the closing of the purchase any of the property described on Exhibit A hereto from Grantee herein, the purchaser shall pay, in addition to the purchase price for said property, the sum of $300.00 to the Master Association. This provision shall only apply to property purchased from the Grantee herein, pursuant to a contracted on or after January 1, 2006. This provision shall not apply to the subsequent sale of any of the property by the purchaser or any subsequent owner. The terms and conditions of this deed shall be binding upon and inure to the benefit of the Grantor and Grantee herein and to their respective successors and assigns and shall also be binding upon and inure to the benefit of the real property described in this deed and each and every owner thereof and all persons having any interest therein and shall run with the title to said property.

LAKEVIEW INVESTMENT , LLC

By: Robert Heimann, Manager

STATE OF OHIO
SS
PORTAGE COUNTY

Before me, a Notary Public in and for said County and State, personally appeared the above named the Lakeview Investment, LLC, by Robert Heimann its Manager who acknowledged that he did sign the foregoing instrument, and that the same is the free act and deed of said Corporation, and free act and deed of him personally and as such officer.

In Testimony Whereof, I have hereunto set my hand and official seal, at Kent, Ohio, this 12 day of August, 2005.

Notary Public

David E. Williams
Notary Public for State of Ohio
My commission has no expiration dat
R.C. 147.03

This instrument prepared by:
David E. Williams, Attorney
Williams, Weiser & Kratcoski
Eleven South River Street
P.O. Box 396
Kent, Ohio 44240
Heimann\910057016\agreements\QCD-Lakeview Investments

KT BONNIE M. HOWE
PORTAGE CO. RECORDER

INDEXED

200524805 & 198

RECEIVED FOR RECORD
AT 14:50:47
FEE 36.00

Exhibit A

Situated in the City of Kent, County of Portage and State of Ohio and being known as Units 57, 58, 59, 60, 61, 62, 63, 64, 65, 66, 67, 68, 69, 73, 74 and 75 The Lakes at Franklin Mills Condominium Phase 2 filed for record at Plat 2005-47 as set forth in The Declaration of Condominium Ownership for The Lakes at Franklin Mills recorded at Instrument No. 200218268 of Portage County Records and as amended.

9-19-2005 JJ
TAX MAP DEPT.
LEGAL DESCRIPTION
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☒ NO DIVISION OF LAND
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NO TRANSFER
REQUIRED
SEP 19 2005
JANET ESPOSITO
AUDITOR

#1-3821 ←

QUIT CLAIM DEED

Lakeview Investment , LLC, the Grantor, for ONE DOLLAR ($1.00) and other valuable consideration, received to its full satisfaction of Lakeview Investment, LLC, the Grantee, whose tax mailing address is 873 Stonewater Drive, Kent, Ohio 44240, do by these presents absolutely give, grant, remise, release, and forever quit-claim unto the said Grantee, their heirs and assigns forever, all such right and title as the said Grantor has or ought to have in and to the following described piece or parcel of land:

Legal Description is on Exhibit A Attached hereto and incorporated herein by reference as if fully rewritten herein.

To Have and to Hold the premises aforesaid, with the appurtenances thereunto belonging to the said Grantees heirs and assigns, so that neither the said Grantor, nor any other persons claiming title through or under it shall or will hereafter claim or demand any right or title to the premises, or any part thereof; but they and every one of them shall by these presents be excluded and forever barred.

Grantor and Grantee is the original developer of The Lakes of Franklin Mills, a subdivision located in the City of Kent, Ohio, which is subject to a master declaration of easements, covenants, conditions, and restrictions of The Lakes of Franklin Mills, originally recorded January 8, 2002, as instrument number 200200801 and as subsequently amended on February 23, 2005 as instrument number 2005041265 which was recorded with the Recorder of Portage County, Ohio (collectively the "Master Declaration").

Pursuant to the Master Declaration, The Lakes of Franklin Mills Association, Inc., an Ohio not for profit corporation was formed to administer, operate, control and regulate the Association pursuant to the Master Declaration (the "Association").

All of the lands described on Exhibit A hereto are subject to the Master Declaration and are part of the Association.

At the time of the closing of the purchase any of the property described on Exhibit A hereto from Grantee herein, the purchaser shall pay, in addition to the purchase price for said property, the sum of $300.00 to the Master Association. This provision shall only apply to property purchased from the Grantee herein, pursuant to a contracted on or after January 1, 2006. This provision shall not apply to the subsequent sale of any of the property by the purchaser or any subsequent owner. The terms and conditions of this deed shall be binding upon and inure to the benefit of the Grantor and Grantee herein and to their respective successors and assigns and shall also be binding upon and inure to the benefit of the real property described in this deed and each and every owner thereof and all persons having any interest therein and shall run with the title to said property.

LAKEVIEW INVESTMENT , LLC

By: Robert Heimann, Manager

STATE OF OHIO
SS
PORTAGE COUNTY

Before me, a Notary Public in and for said County and State, personally appeared the above named the Lakeview Investment, LLC, by Robert Heimann its Manager who acknowledged that he did sign the foregoing instrument, and that the same is the free act and deed of said Corporation, and free act and deed of him personally and as such officer.

In Testimony Whereof, I have hereunto set my hand and official seal, at Kent, Ohio, this 12 day of August, 2005.

Notary Public

David E. Williams
Notary Public for State of Ohio
My commission has no expiration date
R.C. 147.03

This instrument prepared by:
David E. Williams, Attorney
Williams, Welser & Kratcoski
Eleven South River Street
P.O. Box 396
Kent, Ohio 44240
Heimann\910057016\agreements\QCD-Lakeview Investments

KT BONNIE M. HOWE
PORTAGE CO. RECORDER

INDEXED

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Exhibit A

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9-19-2005 JJ
TAX MAP DEPT.
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NO TRANSFER
REQUIRED
SEP 19 2005
JANET ESPOSITO, EKP
AUDITOR

Doc ID: 005039850011 Type: EASEAM
Recorded: 02/16/2018 at 11:24:57 AM
Fee Amt: $104.00 Page 1 of 11
Portage County Ohio
Lori Calcei County Recorder
File 201802557

AMENDMENTS TO

THE DECLARATION OF EASEMENTS, COVENANTS,

CONDITIONS AND RESTRICTIONS

FOR

THE LAKES OF FRANKLIN MILLS

PLEASE CROSS MARGINAL REFERENCE WITH THE DECLARATION OF EASEMENTS, COVENANTS, CONDITIONS AND RESTRICTIONS FOR THE LAKES OF FRANKLIN MILLS RECORDED AT INSTRUMENT NO. 200504265 OF THE PORTAGE COUNTY RECORDS.

AMENDMENTS TO
THE DECLARATION OF EASEMENTS, COVENANTS, CONDITIONS AND RESTRICTIONS FOR THE LAKES OF FRANKLIN MILLS

WHEREAS, The Declaration of Easements, Covenants, Conditions and Restrictions for The Lakes of Franklin Mills (the "Declaration") and the Bylaws of The Lakes of Franklin Mills Association, Inc. (the "Bylaws"), attached to and made a part of the Declaration, were recorded at Portage County Records, Instrument No. 200504265, and

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

WHEREAS, Declaration Article XV, Section 15.3 authorizes amendments to the Declaration and Bylaws Article V, Section 5.6 authorizes amendments to the Bylaws, and

WHEREAS, Owners representing at least 80% of the Association's current voting power have executed instruments in writing setting forth specifically the matter to be modified in the Declaration and Owners representing at least 50% of the Association's current voting power have executed instruments in writing setting forth specifically the matter to be modified in the Bylaws (the "Amendments"), and

WHEREAS, the Association has in its records the signed, written consents to Amendment G signed by Owners representing 61.97% of the Association's voting power as of October 5, 2017, and

WHEREAS, the Association has in its records the power of attorney signed by Owners representing 61.97% of the Association's voting power authorizing the Association's officers to execute Amendment G on their behalf, and

WHEREAS, the Association has in its records the signed, written consents to Amendment I signed by Owners representing 61.03% of the Association's voting power as of October 5, 2017, and

WHEREAS, the Association has in its records the power of attorney signed by Owners representing 61.03% of the Association's voting power authorizing the Association's officers to execute Amendment I on their behalf, and

WHEREAS, the Association has in its records the signed, written consents to Amendment J signed by Owners representing 57.27% of the Association's voting power as of October 5, 2017, and

WHEREAS, the Association has in its records the power of attorney signed by Owners representing 57.27% of the Association's voting power authorizing the Association's officers to execute Amendment J on their behalf, and

WHEREAS, the Association has in its records the signed, written consents to Amendment K signed by Owners representing 53.99% of the Association's voting power as of October 5, 2017, and

WHEREAS, the Association has in its records the power of attorney signed by Owners representing 53.99% of the Association's voting power authorizing the Association's officers to execute Amendment K on their behalf, and

WHEREAS, as 5312.06(D)(18)(d) permits the Board to exercise powers that are necessary and proper for the government and operation of the association, the Board of Directors (the "Board") approved the following matter to be modified (the "Correction Amendment") to correct an obvious typographical error in the quorum requirement in Bylaws Article II, Section 2.6, entitled "Quorum," and

WHEREAS, Bylaws Article II, Section 2.6 states in part: "To constitute a quorum at the annual or any special meeting, at least fifty percent (25%) of the voting power of all Owners must be present at such meeting in person or by proxy."

WHEREAS, Bylaws Article II, Section 2.6 should state in part: "To constitute a quorum at the annual or any special meeting, at least fifty percent (50%) of the voting power of all Owners must be present at such meeting in person or by proxy."

WHEREAS, the proceedings necessary to amend the Declaration and Bylaws as required by the Declaration and Bylaws and by Chapter 5312 of the Ohio Revised Code have in all respects been complied with.

NOW THEREFORE, the Declaration of Easements, Covenants, Conditions and Restrictions for The Lakes of Franklin Mills and Bylaws of Lakes at Franklin Mills Association, Inc. are amended by the following:

AMENDMENT A

Intentionally Left Blank - Amendment Proposal Still Pending

AMENDMENT B

Intentionally Left Blank - Amendment Proposal Still Pending

AMENDMENT C

Intentionally Left Blank - Amendment Proposal Failed

AMENDMENT D

Intentionally Left Blank - Amendment Proposal Failed

AMENDMENT E

Intentionally Left Blank - Amendment Proposal Still Pending

AMENDMENT F

Intentionally Left Blank - Amendment Proposal Still Pending

AMENDMENT G

INSERT a new PARAGRAPH to BYLAWS ARTICLE II, SECTION 2.3 entitled, "Voting Power." Said new addition, to be added on Page 2 of the Bylaws, attached

to and made a part of the Declaration, as recorded at Portage County Records, Instrument No. 200504265, is as follows:

> In the case of a Living Unit or Sublot owned or held in the name of a corporation, partnership, fiduciary, or nominee, a Certificate signed by the Owner(s) will be filed with the Secretary naming the person authorized to cast votes for such Living Unit or Sublot, which Certificate will be conclusive until a subsequent substitute Certificate is filed with the Secretary. If such Certificate is not on file, the vote of such corporation, partnership, fiduciary, or nominee will not be considered nor will the presence of such Owner at a meeting be considered in determining whether the quorum requirements for such meeting have been met. If a Living Unit or Sublot is owned as tenants in common, joint tenants or tenants by the entireties, no Certificate need be filed with the Secretary naming the Person authorized to cast votes for such Living Unit, and either Person, but not both, may vote in person or by proxy and be considered in determining whether the quorum requirement has been met at any Association meeting, unless prior to such meeting either Person has notified the Secretary in writing that there is a disagreement as to who will represent their Living Unit or Sublot at the meeting, in which case the Certificate requirement set forth above will apply and, if no Certificate is filed with respect to such Living Unit or Sublot and they are unable to agree upon their ballot on any subject at any meeting, they will lose their right to vote on such subject.

Any conflict between the above modification and any other provisions of the Declaration and Bylaws will be interpreted in favor of the above amendment addressing ownership of a Sublot or Living Unit by a corporation or partnership and how these entities vote at an owners' meeting. The invalidity of any part of the above provision does not impair or affect in any manner the validity or enforceability of the remainder of the provision. Upon the recording of this amendment, only Owners of record at the time of such filing have standing to contest the validity of the amendment, whether on procedural, substantive, or any other grounds, provided further that any such challenge must be brought in the court of common pleas within one year of the recording of the amendment.

AMENDMENT H

Intentionally Left Blank - Amendment Proposal Still Pending

AMENDMENT I

MODIFY the THIRD SENTENCE in BYLAWS ARTICLE III, SECTION 3.3 entitled, "Election of Board Members; Vacancies." Said modification, to be made on Page 6 of the Bylaws, attached to and made a part of the Declaration, as recorded at Portage County Records, Instrument No. 200504265, is as follows (deleted language is crossed-out; new language is underlined):

> Election of Board members will ~~shall~~ be by secret written ballot whenever requested by any member; but unless such request is made, the election may be conducted in any manner approved at such meeting.

Any conflict between the above modification and any other provisions of the Declaration and Bylaws will be interpreted in favor of the above amendment establishing a procedure for voting, including the election of Board members, as approved at the meeting. The invalidity of any part of the above provision does not impair or affect in any manner the validity or enforceability of the remainder of the provision. Upon the recording of this amendment, only Owners of record at the time of such filing have standing to contest the validity of the amendment, whether on procedural, substantive, or any other grounds, provided further that any such challenge must be brought in the court of common pleas within one year of the recording of the amendment.

AMENDMENT J

MODIFY BYLAWS ARTICLE IV, SECTION 4.1 entitled, "Election of Designation of Officers; Committees." Said modification, to be made on Page 9 of the Bylaws, attached to and made a part of the Declaration, as recorded at Portage County Records, Instrument No. 200504265, is as follows (deleted language is crossed-out; new language is underlined):

Section 4.1 Election and Designation of Officers: Committees.

At the first meeting of the Board in each year held after the annual meeting of the Owners, the Board will ~~shall~~ erect officers and designate such employees as it ~~shall~~ determines. The Board may also appoint an executive committee or special committees. The Board ~~officers~~ of the Association will ~~shall be~~ elect a President, Vice President, Secretary, and Treasurer, and such other officers as the Board ~~shall~~ determines, each of whom will be a member of the Board. ~~Board members may be officers but officers need not be members of the Board~~. An officer must be an Owner, or the spouse of an Owner. ~~One person may hold more than one office.~~ Any two officers, other than that of the President, may be held by the same person, but no officer will execute, acknowledge, or verify any instrument in more than one capacity.

Any conflict between this provision and any other provisions of the Declaration and Bylaws are to be interpreted in favor of this amendment requiring officers to be Board members. The invalidity of any part of the above provision does not impair or affect in any manner the validity or enforceability of the remainder of the provision. Upon the recording of this amendment, only Owners of record at the time of such filing have standing to contest the validity of the amendment, whether on procedural, substantive, or any other grounds, provided further that any such challenge must be brought in the court of common pleas within one year of the recording of the amendment.

AMENDMENT K

DELETE BYLAWS ARTICLE V, SECTION 5.1 entitled, "Books and Records of Association," in its entirety. Said deletion to be taken from Pages 10-11 of the Bylaws, attached to and made a part of the Declaration, as recorded at Portage County Records, Instrument No. 200504265.

INSERT a new BYLAWS ARTICLE V, SECTION 5.1 entitled, "Books and Records." Said new addition, to be added on Page 10 of the Bylaws, attached to and made a part of the Declaration, as recorded at Portage County Records, Instrument No. 200504265, is as follows:

Section 5.1 Books and Records.

a. The Association will maintain correct and complete books and records of account that specify the receipts and expenditures relating to the Common Elements and other common receipts and expenses, records showing the allocation, distribution and collection of the profits, losses, and expenses among and from the Owners, minutes of the Association and Board meetings, and records of names and addresses of the Owners (the "Association's Records").

b. The Board may adopt rules and regulations establishing reasonable standards for the examination and copying of the Association's Records, which may include, without limitation, standards and limitations governing the type of documents that are subject to examination and/or copying, limitations on the use and distribution of such records, the times and locations at which the documents may be examined or copied, and a reasonable fee for the examination and/or copying of the documents. In the absence of any rules and regulations , any Owner or their mortgagee, or by any representative of an Owner duly authorized, in writing, may, for reasonable purposes, during normal business hours and following a reasonable, prior written request to the Board, examine or copy the Association's Records, subject to a reasonable fee and the provisions of Chapter 5312. Within 10 days of a written request to the Board and upon payment of a reasonable fee, any Owner will be furnished a statement of their account setting forth the amount of any unpaid Assessments or other charges due and owing from such Owner.

c. The Association will not permit examining and/or copying of any of the following from books, records, or minutes unless expressly approved by the Board:

   1. information that pertains to property-related personnel matters;

   2. communications with legal counsel or attorney work product pertaining to potential, threatened or pending

litigation or other property-related matters or other matters protected under attorney-client privilege;

3. 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;

4. information that relates to the enforcement of the Declaration, these Bylaws or rules and regulations against an Owner(s); or

5. information the disclosure of which is prohibited by state or federal law.

Any conflict between this provision and any other provisions of the Declaration and Bylaws are to be interpreted in favor of this amendment clarifying documents available and not available for inspection. The invalidity of any part of the above provision does not impair or affect in any manner the validity or enforceability of the remainder of the provision. Upon the recording of this amendment, only Owners of record at the time of such filing have standing to contest the validity of the amendment, whether on procedural, substantive, or any other grounds, provided further that any such challenge must be brought in the court of common pleas within one year of the recording of the amendment.

AMENDMENT L

Intentionally Left Blank - Amendment Proposal Still Pending

CORRECTION AMENDMENT

MODIFY BYLAWS ARTICLE II, SECTION 2.6 entitled, "Quorum." Said modification, to be made on Page 3 of the Bylaws, attached to and made a part of the Declaration, as recorded at Portage County Records, Instrument No. 200504265, is as follows (deleted language is crossed-out; new language is underlined):

2.6 Quorum.

To constitute, a quorum at the annual or any special meeting, at least fifty percent ~~(25%)~~ (50%) of the voting power of all Owners must be present at such meeting in person or by proxy. At any meeting at which a quorum is present, all questions and business shall be determined by a majority vote of those present, in person or by proxy, except as may be otherwise expressly provided in the Articles, Declaration, these Bylaws, or required by law.

The Lakes of Franklin Mills Association, Inc. has caused the execution of this instrument this 8th day of February, 2017.

THE LAKES OF FRANKLIN MILLS ASSOCIATION, INC.

By: _____
GEORGE WARGO, its President

By: _____
SUSAN VALETTA, its Vice President

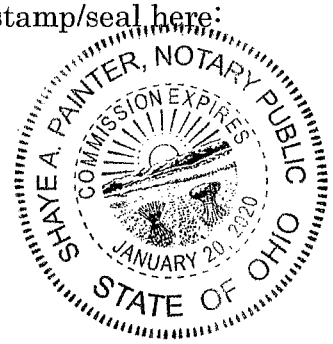
STATE OF OHIO)
) SS
COUNTY OF Summit)

BEFORE ME, a Notary Public, in and for said County, personally appeared the above named The Lakes of Franklin Mills Association, Inc., by its President and its Vice President, who acknowledged that they did sign the foregoing instrument, on Page 10 of 11, 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.

I have set my hand and official seal in Hudson, Ohio, this 8th day of February, 2017.

NOTARY PUBLIC

Place notary stamp/seal here:



This instrument prepared by:
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