

184.706 1st Amend to Greenwood Vill. Ironwood Trail Condo. See Vol 6994 Pg 111  
28a033 PLAT in Cab. A Slide 571-572 1-5-84  
r - (4/3/84)

GREENWOOD VILLAGE IRONWOOD TRAIL CONDOMINIUMS

SAGAMORE HILLS TOWNSHIP, OHIO

DECLARATION OF CONDOMINIUM OWNERSHIP

156664

This will certify that copies of this Declaration, together with Bylaws and Drawings attached hereto as Exhibits A and B, respectively, have been filed in the Office of the County Auditor, Summit County, Ohio

Date: April 16, 1984.

TIM DAVIS

County Auditor

By: Jim Davis SR

60 For Plat see A - slide 327

This instrument prepared by:

Ulmer, Berne, Laronge,  
Glickman & Curtis  
900 Bond Court Building  
Cleveland, Ohio 44114

4/1/84 E. Schell  
Assistant Prob. Sec. for the Summit County, Ohio

257580 2nd Amend to Greenwood Vill. Ironwood Trail Condo. (to include Phase III)  
Plat in 11487-1488k B, Greenwood Vill. Sub #5 Amending Declar. & Drawings Add. Units 944, 946 & 948  
See Vol. 7157 Pg. 719 10-28-85 Plat in Cab. B Slide 236-239 del in record

GREENWOOD VILLAGE  
IRONWOOD TRAIL CONDOMINIUMS  
Sagamore Hills Township, Ohio

DECLARATION OF  
CONDOMINIUM OWNERSHIP

334468 3rd Amend. to Greenwood Village Ironwood Trail Condos  
to include Phase IV in Parcel 1 See Record  
Pl. Lot 87 Pl. BLK "B" Greenwood Village Sub. #5  
Adding Units 914 & 915 Amending Declar. & Drawings  
See Vol. 7425 Pg. 005 3-25-87  
Plat Rec. in Cabinet "C" Slide 205 - 209 incl.

10/15/77 ... 1000 ... toward trail (ends 11/10/77)  
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28a033

TABLE OF CONTENTS

<u>Heading</u>	<u>Page No.</u>
1. Legal Descriptions and Definitions . . . . .	1
A. Legal Descriptions . . . . .	1
B. Definitions . . . . .	5
2. Establishment of Condominium and Division of Condominium Property . . . . .	8
3. Name . . . . .	8
4. General Description of Condominium Property . . . . .	8
5. Description of Units . . . . .	8
6. Common Areas . . . . .	8
A. Description . . . . .	8
B. Ownership of Common Areas . . . . .	8
C. Use of Common Areas . . . . .	9
D. Use of Limited Common Areas . . . . .	9
7. Unit Owners Association . . . . .	10
A. Membership . . . . .	10
B. Board of Trustees and Officers . . . . .	10
C. Administration of Condominium Property . . . . .	11
D. Service of Process . . . . .	11
8. Management, Maintenance, Repairs, Alterations and Improvements . . . . .	11
A. Responsibility of the Association . . . . .	11
B. Responsibility of Unit Owner . . . . .	12
C. Construction Defects . . . . .	13
D. Effect of Insurance or Construction Guarantees . . . . .	13
9. Common Expenses and Assessments . . . . .	13
A. Division of Common Profits and Common Expenses . . . . .	13
B. Lien of Association . . . . .	14
C. Priority of Association's Lien . . . . .	14
D. Dispute as to Common Expenses . . . . .	15
E. Non-Liability of Foreclosure Sale Purchaser for Past Due Common Expenses . . . . .	15
F. Liability for Assessments Upon Voluntary Conveyance . . . . .	15
10. Easements . . . . .	15
A. Encroachments . . . . .	15
B. Maintenance Easements . . . . .	16
C. Utility Easements . . . . .	16
D. Construction Easements . . . . .	16
E. Ingress and Egress Easements . . . . .	16
F. Future Easements to Others . . . . .	17
G. Power of Attorney . . . . .	17



<u>Heading</u>	<u>Page No.</u>
11. Purpose of Property and Covenants and Restrictions	
as to Use and Occupancy . . . . .	17
A. Purpose of Property . . . . .	17
B. Obstruction of Common Areas . . . . .	18
C. Hazardous Uses and Waste . . . . .	18
D. Exterior Surfaces and Visible Areas . . . . .	18
E. Animals and Pets . . . . .	18
F. Nuisances . . . . .	18
G. Impairment of Structural Integrity	
of Building . . . . .	19
H. Laundry or Rubbish in Common Areas . . . . .	19
I. Lounging or Storage in Common	
Areas . . . . .	19
J. Prohibited Activities . . . . .	19
K. Alteration of Common Areas . . . . .	19
L. Parking . . . . .	19
M. Open Fires . . . . .	20
N. Cross-Country Vehicles Prohibited . . . . .	20
O. Ice Melting Compounds . . . . .	20
12. Insurance and Reconstruction . . . . .	20
A. Insurance . . . . .	20
B. Responsibility for Reconstruction or Repair . . . . .	24
C. Procedure for Reconstruction or Repair . . . . .	25
13. Rehabilitation of Existing Buildings, Structures	
and Other Improvements . . . . .	27
14. Removal from Condominium Ownership . . . . .	27
15. Additions to Condominium Property . . . . .	28
A. General Right to Expand Condominium	
and Amend Declaration . . . . .	28
B. Statements and Reservations of Grantor . . . . .	29
16. Amendment of Declaration . . . . .	30
17. Remedies for Breach of Covenants and Rules . . . . .	30
A. Abatement and Enjoinment . . . . .	30
B. Involuntary Sale . . . . .	31
18. Sale, Leasing or Other Alienation . . . . .	32
A. Sale or Lease . . . . .	32
B. Involuntary Sale . . . . .	33
C. Consummation of Purchase . . . . .	34
D. Consent of Voting Members . . . . .	34
E. Release, Waiver and Exceptions to Option . . . . .	34
F. Evidence of Termination of Option . . . . .	35
G. Financing of Purchaser under Option . . . . .	35
H. Title to Acquired Interests . . . . .	35
19. Miscellaneous Provisions . . . . .	36
A. Grantor's Rights Pending Sale of Units . . . . .	36
B. Notices of Mortgages . . . . .	36
C. Copies of Notices to Mortgage Lender . . . . .	36
D. Covenants Running with the Land . . . . .	36
E. Termination . . . . .	36
F. Waiver . . . . .	37

28a033

<u>Heading</u>	<u>Page No.</u>
G. Severability. . . . .	37
H. Time Limits . . . . .	37
I. Liability . . . . .	37
J. Service of Notices on the Board . . . . .	37
K. Headings. . . . .	37
L. Interpretation. . . . .	37
M. Gender and Grammar. . . . .	38
Exhibit A: Bylaws	
Exhibit B: Drawings	

VOL 6875 PAGE 386

DECLARATION OF CONDOMINIUM OWNERSHIP  
FOR  
GREENWOOD VILLAGE IRONWOOD TRAIL CONDOMINIUMS

WHEREAS, Greenwood Land Development, Inc., an Ohio Corporation, hereinafter referred to as "Grantor", is the owner in fee simple of Parcel No. 1 (hereinafter described); and

WHEREAS, it is the desire of Grantor to submit said Parcel No. 1, together with the improvements constructed or to be constructed thereon and hereinafter described, to the provisions of Chapter 5311 of the Ohio Revised Code, for condominium ownership; and

WHEREAS, Grantor is also the owner of Parcel No. 2 (hereinafter described) which is adjacent to, contiguous with and lies southeast of Parcel No. 1, upon which parcel Grantor proposes to construct improvements for residential use; and

WHEREAS, Grantor desires to provide for the future submission of Parcel No. 2, or portions thereof, together with the improvements to be constructed thereon, to the provisions of said Chapter 5311 of the Ohio Revised Code;

NOW, THEREFORE, Grantor hereby declares:

1. Legal Descriptions and Definitions.

A. Legal Descriptions.

- (i) The legal description of Parcel No. 1 is as follows:

Situated in the Township of Sagamore Hills, County of Summit and State of Ohio, being known as part of original Northfield Township Lot No. 87, being in part of Block A as shown on the recorded plat of The Greenwood Land Development, Inc.'s Subdivision No. 5 of Greenwood of Sagamore Hills as recorded in Cabinet A, Slides 216 and 217, of Summit County Map Records, and being more fully described as follows:

Commencing at a point at the westerly terminus of the north line of Hemlock Lane, 50 feet wide, as shown by

28a033

Greenwood Village, Inc.'s Subdivision No. 1 of Greenwood of Sagamore Hills as shown by plat recorded in Plat Book 74, Page 69 of the Summit County Records;

Thence South 75° 30' 53" West, along said north line of Hemlock Lane extended in a westerly direction, a distance of 78.83 feet to a point, said point being the principal place of beginning for the parcel herein described;

Thence continuing South 75° 30' 53" West, along the westerly extension of the northerly line of Hemlock Lane, a distance of 175.69 feet to a point;

Thence North 14° 29' 07" West, along the easterly line of the Greenwood Village Condominium Number 4, Parcel 6, Part "A", as recorded in Plat Book 100, Pages 64 through 69 of the Summit County Records, a distance of 126.44 feet to a point;

Thence North 75° 30' 53" East, parallel to the north line of Hemlock Lane, a distance of 156.70 feet to a point in the westerly line of the Greenwood Village Condominium Number 4, Parcel 2, as recorded in Plat Book 78, Pages 83 through 93 of the Summit County Records;

Thence South 42° 23' 57" East, along said westerly line of the Greenwood Village Condominium Number 4, a distance of 40.56 feet to a point;

Thence South 14° 29' 07" East a distance of 90.60 feet to the principal place of beginning and containing 0.5022 acres of land, be the same, more or less, but subject to all legal highways and easements of record.

- (ii) The legal description of Parcel No. 2 is as follows:

Situated in the Township of Sagamore Hills, County of Summit and State of Ohio and known as being all of Block "B"

VOL 6875 PAGE 367

of the Greenwood Village Subdivision No. 5 as recorded in Cabinet A, Slides 216 and 217 of the Summit County Records. Said parcel is also a part of Original Northfield Township Lots 76, 77 and 87 and more fully described as follows:

Beginning at a point at the westerly terminus of the south line of Hemlock Lane, 50 feet wide, as shown by Greenwood Village, Inc.'s Subdivision No. 1 of Greenwood of Sagamore Hills as shown by plat recorded in Plat Book 74, Pages 64 through 69 of the Summit County Records;

Thence South  $14^{\circ} 29' 07''$  East, along the westerly line of the aforementioned Subdivision No. 1, a distance of 145.00 feet to a point;

Thence continuing South  $14^{\circ} 29' 07''$  East a distance of 145.00 feet to a point;

Thence South  $75^{\circ} 30' 53''$  West a distance of 250.00 feet to a point;

Thence South  $78^{\circ} 28' 42''$  West a distance of 81.50 feet to a point;

Thence North  $87^{\circ} 13' 21''$  West a distance of 127.30 feet to a point;

Thence North  $69^{\circ} 30' 00''$  West a distance of 226.47 feet to a point;

Thence North  $27^{\circ} 42' 30''$  West a distance of 70.00 feet to a point;

Thence North  $14^{\circ} 29' 07''$  West a distance of 100.00 feet to a point on the southerly line of the Greenwood Village Condominium Number 4, Parcel 5, as recorded in Plat Book 86, Pages 1 through 5 of the Summit County Records;

28a033

Thence North 75° 30' 53" East, along the southerly line of said Greenwood Village Condominium Number 4, Parcel 5, and the southerly line of the Greenwood Village Condominium Number 4, Parcel 6, Part "A", as recorded in Plat Book 100, Pages 64 through 69 of the Summit County Records, a distance of 301.00 feet to a point at the westerly terminus of Hemlock Lane as shown by the aforementioned Greenwood Village Subdivision No. 5;

Thence South 14° 29' 07" East along the westerly line of Hemlock Lane, a distance of 56.00 feet to a point;

Thence in a northeasterly direction along the arc of a circle curving to the left (central angle = 165° 19' 31", radius = 50.00 feet, tangent = 388.30 feet, chord = 99.18 feet, and whose chord bearing is North 82° 51' 07" East), 144.27 feet to a point;

Thence in a northeasterly direction along the arc of a circle curving to the right (central angle = 75° 19' 31", radius = 25.00 feet, tangent = 19.30 feet, chord = 30.55 feet, and whose chord bearing is North 37° 51' 07" East), 32.87 feet to a point;

Thence North 75° 30' 53" East, along the southerly line of Hemlock Lane, a distance of 230.97 feet to the principal place of beginning and containing 3.9972 acres of land, be the same, more or less but subject to all legal highways and easements of record.

B. Definitions. Except as herein otherwise expressly provided, or unless the context otherwise requires, the terms defined below, for all purposes of this Declaration and of any amendments hereto, shall have the respective meanings specified:

(i) "Association" means Ironwood Trail Condominium Association, Inc., an Ohio nonprofit corporation, which is a unit owners association as defined in Section 5311.01(L) of the Ohio Revised Code.

(ii) "Board" means the Board of Trustees of the Association as the same may be constituted from time to time.

(iii) "Bylaws" means the Bylaws of the Association attached hereto as Exhibit A and made a part hereof.

(iv) "Buildings" means Buildings constructed or to be constructed on Parcel No. 1; provided, however, that when Parcel No. 2 or any portion thereof has been added to the Condominium Property pursuant to the provisions of Paragraph 15 hereof, the term "Buildings" shall also include Buildings constructed or to be constructed on Parcel No. 2 or the portion thereof which has been added to the Condominium Property.

(v) "Chapter 5311" means Chapter 5311 of the Ohio Revised Code, as the same may be amended or supplemented from time to time.

(vi) "Common Areas" means all parts and facilities of the Condominium Property except the Units, including, without limitation, all foundations, exterior and supporting walls and roofs of the Buildings, all structural and component parts of all interior walls, doors, floors and ceilings of the Buildings, all patios, courtyards, walkways, driveways and parking spaces and all lawns, landscaping and gardens now or hereafter situated in the Condominium Property, including any repairs and replacements thereof.

(vii) "Common Expenses" means those expenses designated as Common Expenses in Chapter 5311, this Declaration and/or the Bylaws, including, without limitation, the following:

28a033

(a) all sums lawfully assessed against the Unit Owners by the Association;

(b) expenses of the Association incurred in the administration, maintenance, repair and replacement of the Common Areas; and

(c) expenses determined from time to time to be Common Expenses by the Association.

(viii) "Condominium Development" means the eighteen (18) Unit condominium development which Grantor ultimately intends to develop on Parcel 1 and Parcel 2 and which will be known as "Greenwood Village Ironwood Trail Condominiums".

(ix) "Condominium Property" means Parcel No. 1, Parcel No.1 Buildings and all other improvements thereon, all easements, rights, and appurtenances belonging thereto, and all articles of personal property existing thereon for the common use of the Unit Owners; provided, however, when Parcel No. 2 or any portion thereof has been added to the Condominium Property pursuant to the provisions of Paragraph 15 hereof, the term "Condominium Property" shall also include Parcel No. 2 or such portion thereof which has been added to the Condominium Property, Buildings constructed or to be constructed thereon and all other improvements thereon, all easements, rights and appurtenances belonging thereto, and all articles of personal property existing thereon for the common use of the Unit Owners.

(x) "Declaration" means this instrument and all of the Exhibits attached hereto, as originally executed, or, if amended as herein provided, as so amended.

(xi) "Drawings" means the drawings prepared and certified by Steven V. Ciuni, Registered Surveyor No. 5284, and by Steven V. Ciuni, Licensed Professional Engineer No. 28361, in accordance with Section 5311.07 of the Ohio Revised Code, relating to the Condominium Property, which Drawings are identified as Exhibit B and attached to this Declaration, or, when amended pursuant to the provisions of Paragraph 15 hereof, as so amended.



(xii) "Living Space" means, with respect to a Unit, the sum of 100% of the interior floor area (excluding basement and garage floor areas); 25% of the basement floor area, if any; and, if the garage floor area exceeds five hundred (500) square feet, such excess garage floor area.

(xiii) "Limited Common Areas" means those parts and facilities of the Common Areas reserved for the use of a certain Unit to the exclusion of all other Units and more specifically described in Paragraph 6, Section D hereof.

(xiv) "Occupant" means the person or persons, natural or artificial, in possession of a Unit.

(xv) "Ownership Interest" means the fee simple title interest in a Unit and the undivided percentage interest in the Common Areas appertaining thereto.

(xvi) "Parcel No. 1" means the land described in Paragraph 1, Section A(i) hereof.

(xvii) "Parcel No. 2" means the land described in Paragraph 1, Section A(ii) hereof.

(xviii) "Parcel No. 1 Buildings" means the structures and other facilities constructed or to be constructed on Parcel No. 1.

(xix) "Parcel No. 2 Buildings" means the structures and other facilities which the Grantor intends to construct on Parcel No. 2 or a portion or portions thereof pursuant to the provisions of Paragraph 15 hereof.

(xx) "Rules" means such rules and regulations governing the operation and use of the Condominium Property or any portion thereof as may be adopted by the Association or the Board from time to time.

(xxi) "Unit" means that part of the Condominium Property described in Paragraph 5 hereof.

(xxii) "Unit Owner" means any person or persons who is the owner of a fee simple interest in a Unit.

28a033

2. Establishment of Condominium and Division of Condominium Property. Grantor hereby submits the Condominium Property to the provisions of Chapter 5311.

3. Name. The Condominium Property shall be known as "Greenwood Village Ironwood Trail Condominiums".

4. General Description of Condominium Property. Until amended as provided in Paragraph 15 hereof, the Condominium Property consists of Parcel No. 1; the Parcel No. 1 Buildings and other improvements located thereon, including, without limitation, two (2) detached residential structures, each having a crawl space, attached two-car garage and patio; all easements, rights, and appurtenances belonging thereto; and all articles of personal property existing thereon for the common use of the Unit Owners. The first such residential structure is one story in height and designated "915" on the Drawings. The second such residential structure is two stories in height and designated "917" on the Drawings. The Parcel No. 1 Buildings are constructed principally of cement block, brick veneer and wood.

The location, layout and perimeter dimensions of the Units and the Common Areas are shown graphically on the Drawings.

5. Description of Units. Each Unit shall constitute a single freehold estate and shall consist of all of the space bounded by the undecorated interior surfaces (whether plaster, dry wall, wood, concrete or other materials) of the perimeter walls, windows and doors, the basement and garage floors and the roof of such Unit, projected, if necessary, by reason of structural divisions such as interior walls, floors, ceilings and other partitions, as may be necessary to form a complete enclosure of space with respect to such Unit (the exact layout and perimeter dimensions of each Unit being shown on the Drawings), together with the decorated surfaces, including paint, lacquer, varnish, wall paper, paneling, tile and any other finishing material applied to interior walls, doors, floors and ceilings and interior surfaces of perimeter walls, windows, doors, floors and ceilings (but excluding all Common Areas located within the bounds of a Unit).

6. Common Areas.

A. Description. The Common Areas shall consist of all parts and facilities of the Condominium Property except the Units.

B. Ownership of Common Areas. The Common Areas comprise, in the aggregate, a single freehold estate and shall be owned by the Unit Owners, as tenants in common, and ownership thereof shall remain undivided. No action for partition of any

VOL 6875 PAGE 374

part of the Common Areas shall be maintainable, except as specifically provided in Section 5311.14 of the Ohio Revised Code, nor may any Unit Owner otherwise waive or release any rights in the Common Areas; provided, however, that if any Unit is owned by two or more co-owners as tenants in common or as joint tenants nothing herein contained shall be deemed to prohibit a voluntary or judicial partition of such Unit ownership as between such co-owners.

Until amended as provided in Paragraph 15 hereof, the percentage of interest in the Common Areas appurtenant to each Unit, as determined by Grantor in accordance with the provisions of Chapter 5311, shall be as follows:

<u>Unit No.</u>	<u>Percentage of Interest</u>
915	45.65
917	54.35

The ownership percentages have been determined by dividing the total square feet of Living Space of each Unit by the total square feet of Living Space of all Units in the Condominium Property.

The undivided percentage of interest in the Common Areas appurtenant to a Unit and the fee title to such Unit shall not be separated or separately conveyed, encumbered, inherited or divided, and each undivided interest shall be deemed to be conveyed or encumbered with its respective Unit even though the description in the instrument of conveyance or encumbrance may refer only to the fee title to such Unit.

C. Use of Common Areas. Each Unit Owner shall have the right to use the Common Areas in accordance with the purposes for which they are intended and for all purposes incident to the use and occupancy of his Unit, and such rights shall be appurtenant to and run with his Unit; provided, however, that no person shall use the Common Areas or any part thereof in such manner as to interfere with or restrict or impede the use thereof by others entitled to the use thereof or in any manner contrary to or not in accordance with (i) this Declaration, (ii) the Bylaws, (iii) the Rules, or (iv) the Declaration of Covenants and Restrictions executed under date of March 6, 1970, by Greenwood Village, Inc. and Greenwood Village Community Association recorded in Volume 4993 at Page 413 to 452, inclusive of Summit County Records.

D. Use of Limited Common Areas. Each Unit Owner is hereby granted an exclusive and irrevocable license to use and occupy the Limited Common Areas located within the bounds of his

28a033

Unit or which serve only his Unit. The Limited Common Areas with respect to each Unit shall consist of:

- (i) all interior walls, doors, floors and ceilings located within the bounds of such Unit, excluding the structural and component parts thereof;
- (ii) all glass and screens within windows and doors within the perimeter walls of such Unit;
- (iii) all ducts and plumbing, electrical and other fixtures, equipment and appurtenances, including heating and air conditioning systems and control devices, located within the bounds of such Unit or which serve only such Unit;
- (iv) all gas, electric, water or other utility or service lines, pipes, wires and conduits located within the bounds of such Unit and which serve only such Unit;
- (v) patios, courtyards and appurtenant improvements, front and back stoops and balconies and decks which serve only such Unit; and
- (vi) all other Common Areas as may be located within the bounds of such Unit and which serve only such Unit.

7. Unit Owners Association.

A. Membership. Grantor shall forthwith cause to be formed a nonprofit Ohio corporation, to be called "Ironwood Trail Condominium Association, Inc.", which shall administer the Condominium Property, subject to the provisions of Section A of Paragraph 19 hereof. Each Unit Owner, upon acquisition of the Ownership Interest in a Unit within the Condominium Property as presently constituted, or hereafter enlarged in accordance with Paragraph 15 hereof, shall automatically become a member of the Association. Such membership shall terminate upon the sale or other disposition of his Ownership Interest, at which time the new owner of such Ownership Interest shall automatically become a member of the Association.

B. Board of Trustees and Officers. The Board and Officers of the Association, elected as provided in the Bylaws, shall exercise the powers, discharge the duties and be vested

VOL 6875 PAGE 375

with the rights conferred upon the Association by operation of law, by the Bylaws and by this Declaration.

C. Administration of Condominium Property. The administration of the Condominium Property shall be in accordance with the provisions of this Declaration and the Bylaws. Each Unit Owner and Occupant shall comply with the provisions of this Declaration, the Bylaws, the Rules and the decisions and resolutions of the Association or its representative, as lawfully amended from time to time, and failure to comply with any such provisions, decisions or resolutions shall be grounds for an action for damages or for injunctive relief.

D. Service of Process. Until such time as the President of the Association is elected, the person to receive service of process for the Association is Robert J. Vitt, 7515 Northfield Road, Cleveland, Ohio 44146. Thereafter, the President of the Association shall be the person designated to receive service of process for the Association, and such designation shall be further evidenced by the filing with the Secretary of State of Ohio of the appropriate form for the appointment of a Statutory Agent of an Ohio nonprofit corporation.

8. Management, Maintenance, Repairs, Alterations and Improvements.

A. Responsibility of the Association. Except as otherwise expressly provided in Paragraph 12, Section B hereof, the Association, at its expense, shall be responsible for the management, maintenance, repair, replacement, alteration and improvement of the Common Areas, excluding the Limited Common Areas. The Association may delegate all or any portion of its authority to discharge such responsibility to a managing agent. Such delegation to a managing agent may be evidenced by one or more management contracts, no one of which shall exceed ten (10) years in duration, which shall provide for the payment of reasonable compensation to said managing agent as a Common Expense. Upon the expiration of the initial term of any such management contract, the Association may renew such contract from time to time for successive periods, no one of which shall exceed ten (10) years in duration, or enter into a new management contract for an additional period not in excess of ten (10) years, or designate a different managing agent. Anything herein to the contrary notwithstanding, Grantor (or any other entity designated by Grantor to act in such capacity) may be employed as the managing agent at the Grantor's sole discretion for a period ending on or before ten (10) years after the date this Declaration is filed for record. The managing agent, or the Association, if there is no managing agent, shall have the authority to enter into agreements with Grantor or one or more other firms or corporations, affiliated with Grantor, for the

28a033

common management, maintenance and repair of the Condominium Property and such other duties as may be agreed upon. Without intending to limit the generality of the foregoing, such agreements may provide for the allocation of expenses, purchase of equipment and supplies and joint sharing of employees and management overhead.

The Association shall not be required to remove snow, ice or debris from any walkway serving any individual Unit nor from any stoop, entrance way, patio or deck.

B. Responsibility of Unit Owner. The responsibility of each Unit Owner shall be as follows:

- (i) except as otherwise expressly provided in Paragraph 12, Section B hereof, to maintain, repair and replace, at his expense, all portions of his Unit and all Limited Common Areas designated for his use;
- (ii) to perform his responsibilities in such manner so as not to unreasonably disturb other Unit Owners and Occupants;
- (iii) to pay all costs for utility services furnished to his Unit or to the Limited Common Areas designated for his use;
- (iv) not to paint or otherwise decorate or change the appearance of any portion of the Buildings not within the bounds of his Unit, unless the prior written consent of the Association is obtained;
- (v) to promptly report to the Board or managing agent employed by the Association the need for any maintenance or repair to any portion of the Condominium Property which the Association is obligated to maintain or repair pursuant to this Declaration or the Bylaws;
- (vi) not to make any alterations in the Common Areas or Limited Common Areas or remove any portion thereof or make any additions thereto or do anything which would or might jeopardize or impair the safety or soundness thereof, except as hereinafter provided in Paragraph 12,

without the prior written consent of the Association;

- (vii) not to impair the use and enjoyment of the easements hereinafter provided in Paragraph 10 without first obtaining the written consent of the Association and of any other person, firm or corporation for whose benefit such easements exist;
- (viii) to observe, fulfill and perform all other obligations of a Unit Owner as set forth in this Declaration or the Bylaws or the Rules; and
- (ix) maintain, repair and replace at his expense all portions of the Common Areas which may be damaged or destroyed by reason of his own or his Occupant's acts or neglects, or by the act or neglect of any tenant, guest, invitee or servant of such Unit Owner or Occupant.

C. Construction Defects. The obligation of the Association and of the Unit Owners to maintain, repair and replace the portions of the Condominium Property for which they are respectively responsible shall not be limited, discharged or postponed by reason of the fact that any maintenance, repair or replacement may be necessary to cure any latent or patent defects in material or workmanship in the construction of the Condominium Property. The undertaking of maintenance, repair or replacement by the Association or Unit Owners shall not constitute a waiver of any rights against any warrantor, but such rights shall be specifically reserved.

D. Effect of Insurance or Construction Guarantees. The fact that the Association and/or any Unit Owner may be entitled to the benefit of any guarantee or warranty of material or workmanship furnished by any contractor or construction trade responsible for any construction defects, or to benefits under any policies of insurance providing coverage for loss or damage for which they are respectively responsible, shall not excuse any delay by the Association or any Unit Owner in performing its or his respective obligations hereunder.

9. Common Expenses and Assessments.

A. Division of Common Profits and Common Expenses.

The Common Profits of the Condominium Property shall be distributed among, and the Common Expenses shall be assessed

28a033

against, the Unit Owners by the Association according to the percentages of interest in the Common Areas appurtenant to of their respective Units. Every Unit Owner shall pay his proportionate share of assessments for Common Expenses and any special assessments levied against him, and no Unit Owner shall exempt himself from liability for such assessments by waiver of the use or enjoyment of any of the Common Areas or by the abandonment of his Unit.

B. Lien of Association. The Association shall have a lien upon each Unit Owner's Ownership Interest for the payment of all assessments levied by the Association against such Unit which remain unpaid for ten (10) days after the same have become due and payable, from the time a certificate therefor is filed with the Recorder of Summit County, Ohio, pursuant to authorization given by the Board. Such certificate shall contain a description of the Unit, the name or names of the Unit Owner or Owners thereof and the amount of such unpaid portions of the assessments and shall be subscribed by the President of the Association. Such lien shall remain valid for a period of five (5) years from the time of filing thereof, unless sooner released or satisfied in the same manner provided by law for the release and satisfaction of mortgages on real property or discharged by the final judgment or order of a court in an action brought to discharge all or any portion of such lien as hereinafter provided in Section D of this Paragraph 9. In addition, each Unit Owner shall be personally liable for all assessments levied by the Association against his Unit during the period he has an Ownership Interest therein, and any assessment not paid within ten (10) days after the same shall become due and payable shall bear interest at the rate of eighteen percent (18%) per annum or the maximum rate allowed by law, whichever is less, until such time as the same has been paid in full.

C. Priority of Association's Lien. The lien provided for in Section B of this Paragraph 9 shall take priority over any lien or encumbrance subsequently arising or created, except liens for real estate taxes and assessments and liens of first mortgages which have been theretofore filed for record, and may be foreclosed in the same manner as a mortgage on real property in an action brought on behalf of the Association by the President thereof pursuant to authority given to him by the Board. In any such foreclosure action, the Unit Owner of the Unit affected shall be required to pay a reasonable rental for such Unit during the pendency of such action, and the plaintiff in such action shall be entitled to the appointment of a receiver to collect the same. In any such foreclosure action, the Association shall be entitled to become the purchaser at the foreclosure sale.

VOL 6875 PAGE 379



D. Dispute as to Common Expenses. Any Unit Owner who believes that the assessments levied by the Association against him or his Unit, for which a certificate of lien has been filed by the Association, have been improperly determined may bring an action in the Court of Common Pleas for Summit County, Ohio, for the discharge of all or any portion of such lien.

E. Non-Liability of Foreclosure Sale Purchaser for Past Due Common Expenses. Where the mortgagee of a first mortgage of record acquires an Ownership Interest in a Unit as a result of foreclosure of the first mortgage or of the acceptance of a deed in lieu of foreclosure, such mortgagee, its successors and assigns, shall not be liable for the assessments levied against such Unit which were levied after the filing for record of such first mortgage and prior to the acquisition of an Ownership Interest in such Unit by such mortgagee. Such assessments shall be deemed to be Common Expenses and shall be levied against all of the Unit Owners at the time of the first assessment next following the acquisition of title by such mortgagee.

F. Liability for Assessments Upon Voluntary Conveyance. In a voluntary conveyance of an Ownership Interest in a Unit, other than by deed in lieu of foreclosure, the grantee of the Ownership Interest shall be jointly and severally liable with the grantor for all unpaid assessments levied by the Association against such Unit prior to the time of the grant or conveyance, without prejudice to the grantee's right to recover from the grantor the amounts paid by the grantee therefor. However, any such prospective grantee shall upon written request be entitled to a statement from the Board setting forth the amount of all unpaid assessments due the Association with respect to the Ownership Interest to be conveyed, and such grantee shall not be liable for, nor shall the Unit conveyed be subject to a lien for, any unpaid assessments which became due prior to the date of the making of such request if the same are not set forth in such statement.

10. Easements. The Condominium Property is hereby made subject to the following easements, each of which shall be in perpetuity, shall run with the land, and shall inure to the benefit of and be binding upon the Grantor, each Unit Owner, each mortgagee in whose favor a mortgage shall be granted with respect to any Unit, and any other person having an interest in the Condominium Property, or any part thereof, and the respective heirs, devisees, administrators, executors, personal representatives, successors and assigns of any of the foregoing persons:

A. Encroachments. If by reason of the construction, repair, restoration, partial or total destruction and rebuilding, or settlement or shifting of any of the Buildings or improvements constituting a part of the Condominium Property, any

28a033

part of the Common Areas shall encroach upon any part of a Unit, or any part of a Unit shall encroach upon any part of the Common Areas, or any part of a Unit shall encroach upon any part of any other Unit, or if by reason of the design or construction or rebuilding of the utility systems comprised within the Condominium Property any pipes, ducts or conduits serving a Unit shall encroach upon any other Unit, easements in favor of the Unit Owner or Association, as the case may be, for the existence and maintenance of any such encroachment are hereby established; provided, however, in no event shall a valid easement for any encroachment be created in favor of a Unit Owner if such encroachment occurred due to his willful conduct.

**B. Maintenance Easements.** Easements in favor of the Association through and over the Units and Limited Common Areas for access as may be necessary for the purpose of maintaining the Common Areas and easements in favor of each Unit Owner over the Common Areas for access to his Unit. Easements in favor of each Unit Owner to and through the Common Areas as may be necessary for the use within his Unit of water, gas, sewer, power and other utilities now or hereafter existing within the walls of his Unit and for the use of television antennas which, subject to the provisions of Section D of Paragraph 11 hereof, may be installed on the roofs comprising the Common Areas. Easements in favor of each Unit Owner to hang pictures, mirrors and the like upon the walls of his Unit.

**C. Utility Easements.** Easements in favor of the Association through and over the Units and the Limited Common Areas for the purpose of installing, laying, maintaining, repairing and replacing any pipes, wires, ducts, conduits, public utility lines, cable television lines or structural components through the walls of the Units. Easements in favor of Grantor reserved over Parcel No. 1 for the benefit of Parcel No. 2 or any portions thereof to install, use, maintain, repair and replace pipes wires, conduits or other utility lines for the purpose of providing water, storm and sanitary sewer, gas, electric, telephone and television services.

**D. Construction Easements.** Easements in favor of Grantor reserved over Parcel No. 1 for the benefit of necessary access to construct the Parcel No. 2 Buildings and other improvements on Parcel No. 2 or any portion thereof.

**E. Ingress and Egress Easements.** Non exclusive easements in favor of all Unit Owners, future Unit Owners, their invitees, licensees and families, for ingress and egress from the Condominium Property to and from the public street known as Hemlock Lane, and across and upon all roadways now existing or hereafter built on Parcel No. 2 or any portion thereof. Grantor hereby reserves to itself, its successors and assigns, a

permanent easement across and upon all roadways now or hereafter existing on the Condominium Property in order that it may have ingress and egress from and to Parcel No. 2 or any portion thereof to and from Hemlock Lane.

F. Future Easements to Others. Such easements as Grantor, or the Association if the same has been formed, from time to time may hereafter grant to others on behalf of the Condominium Property for utility purposes, including, but not limited to, the right to install, lay, maintain, repair and replace water mains and pipes, sewer lines, gas mains, telephone wires and equipment and television and electrical conduits and wire over, under and along any portion of the Common Areas, provided that it shall be a condition precedent to the use and enjoyment of any such easements that the party or parties to whom such easement is granted and/or the owner or owners of land benefited thereby shall, at its or their expense, restore the Common Areas to the same condition as existed just prior to the installation of any such utility improvements.

G. Power of Attorney. Each Unit Owner and his respective mortgagees by acceptance of a deed conveying such Ownership Interest or a mortgage encumbering such Ownership Interest, as the case may be, hereby irrevocably appoints Grantor, or the Association if the same has been formed, his Attorney-in-Fact, coupled with an interest, and authorizes, directs and empowers such Attorney, at the option of the Attorney, to execute, acknowledge and record for and in the name of such Unit Owner and his mortgagees such easements or other instruments as may be necessary to effect the foregoing. Each grantee of a Unit and each mortgagee in whose favor a mortgage with respect to any Unit is granted shall be subject to and have the benefit of (as the case may be) each of the easements herein provided in the same manner and to the same extent as though such easements were expressly provided for and fully set forth in the deed of conveyance or mortgage (as the case may be), notwithstanding the omission from such deed of conveyance or mortgage (as the case may be) or reference to such easements.

11. Purpose of Property and Covenants and Restrictions as to Use and Occupancy. The following covenants and restrictions as to the use and occupancy of the Condominium Property shall run with the land and shall be binding upon each Unit Owner and Occupant:

A. Purpose of Property. The Condominium Property shall be used for single family residence purposes and common recreational purposes auxiliary thereto and for no other purposes. A Unit Owner or Occupant may use a portion of his Unit for his office or studio (other than a music studio) provided that the activities therein shall not interfere with the quiet

28a033

enjoyment or comfort of any other Unit Owner or Occupant and further provided that such activities shall not involve the personal services of any Unit Owner or Occupant to a customer or other person or client who comes to the Condominium Property. Grantor may use one or more vacant Units (including, without limitation, the Common Areas appurtenant thereto) for business and/or sales purposes, as a model Unit or for any other purpose which will facilitate further development of the Condominium Development and the sale of Units.

B. Obstruction of Common Areas. There shall be no obstruction of, nor shall anything be stored in, the Common Areas, excluding the Limited Common Areas located within the bounds of a Unit, without the prior written consent of the Association.

C. Hazardous Uses and Waste. Nothing shall be done or kept in any Unit or in the Common Areas which will increase the rate of insurance on the Common Areas, or contents thereof, without the prior written consent of the Association. No Unit Owner shall permit anything to be done or kept in his Unit or in the Common Areas which will result in the cancellation of insurance on the Common Areas, or contents thereof, or which would be in violation of any law. No waste shall be committed in the Common Areas.

D. Exterior Surfaces and Visible Areas. Nothing shall be hung or displayed on the exterior of any Unit nor on the interior of any glass nor on any patio or balcony nor shall any sign, awning, canopy, shutter, antenna of any type or other device or ornament be affixed to or placed upon any exterior surface of a Unit, nor shall the painting or stain of any exterior surface be changed unless authorized by the Association and in compliance with Rules of the Association. Further, no draperies or curtains may be placed over any glass without a solid, white color liner facing the exterior.

E. Animals and Pets. No animals, livestock or poultry of any kind may be kept in any Unit or in the Common Areas except one dog or cat per Unit. However, no dog shall be permitted outside of any Unit except on a leash not longer than six (6) feet in length. The keeping of any pet shall be subject to the Rules including, without limitation, restrictions on the size of pets and the right to levy fines against persons who fail to clean up after their pets. The Association may, in its sole discretion, terminate the right of any person to maintain a pet, upon three (3) days' written notice from the Board, if it determines the maintenance of such pet constitutes a nuisance.

F. Nuisances. No noxious or offensive activity shall be carried on in any Unit or in the Common Areas, nor shall

VOL 6875 PAGE 383

anything be done therein, either willfully or negligently, which may be or become an annoyance or nuisance to any of the Unit Owners or Occupants.

G. Impairment of Structural Integrity of Buildings. Nothing shall be done in any Unit or in, on or to the Common Areas which would impair the structural integrity or would structurally change any of the Buildings.

H. Laundry or Rubbish in Common Areas. No clothes, sheets, blankets, laundry of any kind or other articles shall be hung or exposed on any part of the Common Areas not within the bounds of a Unit. The parts of the Common Areas not within the bounds of a Unit shall be kept free and clear of rubbish, debris and other unsightly materials.

I. Lounging or Storage in Common Areas. There shall be no playing, lounging or parking of baby carriages, playpens, bicycles, wagons, toys, vehicles, benches or chairs of any kind in any part of the Common Areas not within the bounds of a Unit except in accordance with the Rules and except that balcony, deck and patio areas may be used for their intended purposes.

J. Prohibited Activities. No industry, business, trade, occupation or profession of any kind, commercial, religious, educational, or otherwise, shall be conducted, maintained, or permitted on any part of the Condominium Property except as provided in Section A of this Paragraph 11, nor shall any "For Sale" or "For Rent" signs or other displays or advertising be maintained or permitted on any part of the Condominium Property, except that (i) the right is reserved by Grantor to place signs in the Common Areas and on any unsold or unoccupied Units advertising sale or rent of Units by Grantor, and (ii) the right is hereby given the Association or its representatives to place "For Sale" or "For Rent" signs on any Unit or on the Condominium Property, for the purpose of facilitating the disposal of Units by any Unit Owner, mortgagee or the Association.

K. Alteration of Common Areas. Nothing shall be altered, constructed in, removed from or added to the Common Areas, except as hereinafter provided in Paragraph 12, without the prior written consent of the Association, nor shall anything be done which would or might jeopardize or impair the safety or soundness of the Common Areas.

L. Parking. All automobiles and other motorized vehicles and all trailers, boats and other property must be parked or stored (other than temporary parking or storage) in a garage. Vehicles such as recreational vehicles which are too large to park in a garage must be stored at some place other than

28a033

the Condominium Property. No vehicle which is required to have a truck license under the Ohio Motor Vehicle Laws may be kept on the Condominium Property overnight. The Association may issue such Rules as it determines relative to parking and storage (including temporary parking and storage) of vehicles, trailers, boats and other property and may enforce such regulations including, without limitation, the levying of fines and having such vehicles, trailers, boats or other property towed or removed.

M. Open Fires. No open fires shall be permitted on any part of the Condominium Property other than fires in charcoal grills or similar cooking devices the location of which may be restricted to areas designated by the Rules.

N. Cross-Country Vehicles Prohibited. The use of cross-country vehicles such as motor bikes, jeeps and/or snow mobiles is prohibited in the Condominium Property save and except wheeled vehicles may be used on the roads of the Condominium Property solely for purposes of ingress and egress. This provision shall not apply to vehicles performing snow clearing operations.

O. Ice Melting Compounds. Due to the possible damage to concrete roads no Unit Owner may use salt or other chemical compounds for the purpose of melting snow or ice without first obtaining the approval of the Association.

12. Insurance and Reconstruction.

A. Insurance. The insurance which shall be carried upon the Condominium Property shall be governed by the following provisions:

- (i) All insurable improvements comprising the Common Areas and all personal property as may be owned by the Association shall be insured by the Association in an amount equal to the full insurable replacement value thereof, exclusive of excavation and foundations. Such coverage shall afford protection against the following:
  - (a) loss or damage by fire and other hazards covered by standard extended coverage endorsement; and
  - (b) such other risks as from time to time customarily shall be covered with respect to buildings similar

to the Buildings in construction, location and use, including, but not limited to, vandalism, malicious mischief, windstorm and water damage, subject to such deductible amounts not in excess of \$1,000.00 as the Board shall determine. The policy or policies providing such coverage (hereinafter called "Casualty Insurance") shall provide that notwithstanding any provision thereof which gives the carrier an option to restore damage in lieu of making a cash settlement therefor, such option shall not be exercisable in the case of removal of the Condominium Property from the provisions of Chapter 5311 as provided for in this Declaration and shall further provide that the coverage thereof shall not be terminated for non-payment of premiums without at least thirty (30) days' written notice to each Unit mortgagee. All Casualty Insurance policies shall be purchased by the Association for the benefit of the Grantor, the Association, the Unit Owners and their respective mortgagees, as their interests may appear, and shall provide (a) for the issuance of certificates of insurance with mortgagee endorsements to the holders of mortgages on the Units, if any, and (b) that the insurer waives its rights of subrogation against Unit Owners, Occupants and the Association. Such Casualty Insurance policies and any endorsements thereto shall be deposited with the Insurance Trustee (as hereinafter defined) who must first acknowledge that the policies and any proceeds thereof will be held in accordance with the terms hereof. All Casualty Insurance policies shall provide that all proceeds payable as a result of casualty losses shall be paid to any bank, as trustee, which is

28a033

selected by the Association and located in Summit or Cuyahoga County, Ohio, with trust powers and total assets of more than Fifty Million Dollars (\$50,000,000) (herein referred to as the "Insurance Trustee"). The Insurance Trustee shall not be liable for payment of premiums nor for the renewal of the policies, nor for the sufficiency of coverage, nor for the form or contents of the policies, nor for the failure to collect any insurance proceeds. The sole duty of the Insurance Trustee shall be to receive such proceeds as are paid and to hold the same in trust for the purposes elsewhere stated herein, and for the benefit of the Grantor, the Association, the Unit Owners, and their respective mortgages.

- (ii) The Association shall insure itself, the members of the Board, the Unit Owners and the Occupants against liability for personal injury, disease, illness or death and for injury to or destruction of property occurring upon, in or about, or arising from or relating to the Common Areas, including without limitation, water damage, legal liability, hired automobile, non-owner automobile and off-premises employee coverage, such insurance to afford protection to a limit of not less than One Million Dollars (\$1,000,000) in respect to personal injury, disease, illness or death suffered by any one person, and to the limit of not less than One Million Dollars (\$1,000,000) in respect to any one occurrence, and to the limit of not less than Five Hundred Thousand Dollars (\$500,000) in respect to damage to or destruction of property arising out of any one accident. All liability insurance shall contain cross-liability



endorsements to cover liabilities of the Unit Owners as a group to a Unit Owner. In the event the insurance effected by the Association on behalf of the Unit Owners and Occupants against liability for personal injury or property damage arising from or relating to the Common Areas shall, for any reason, not fully cover any such liability, the amount of any deficit shall be a Common Expense to the Unit Owners, and any Unit Owner who shall have paid all or any portion of such deficiency in an amount exceeding his proportionate share thereof based on his percentage of interest in the Common Areas shall have a right of contribution from the other Unit Owners according to their respective percentages of interest in the Common Areas.

- (iii) Premiums upon insurance policies purchased by the Association shall be paid by the Association at least thirty (30) days prior to the expiration date of such policies and shall be assessed as Common Expenses..
- (iv) Any Unit Owner or Occupant may carry such insurance in addition to that provided by the Association pursuant hereto as that Unit Owner or Occupant may determine, subject to the provisions hereof, and provided that no Unit Owner or Occupant may at any time purchase individual policies of insurance against loss by fire or other casualty covered by the insurance carried pursuant hereto by the Association.

In the event any Unit Owner or Occupant violates this provision, any diminution in insurance proceeds resulting from the existence of such other insurance shall be

28a033

chargeable to the Unit Owner who acquired or whose Occupant acquired such other insurance, who shall be liable to the Association to the extent of any diminution and/or loss of proceeds. Without limiting the foregoing, a Unit Owner or Occupant may obtain insurance against liability for event occurring within a Unit, losses with respect to personal property and furnishings, and losses to improvements within a Unit owned by the Unit Owner or Occupant provided the latter is limited to the type and nature of coverage commonly referred to as "tenants' improvements and betterments." All such insurance separately carried shall contain a waiver of subrogation by the carrier as to Grantor, the Association, its Board and officers and all other Unit Owners and Occupants.

- (v) The Association may purchase and maintain contractual liability insurance, trustees' and officers' liability insurance, boiler insurance, and such other insurance as the Association may determine.

B. Responsibility for Reconstruction or Repair.

- (i) If any portion of the Common Areas shall be damaged by perils covered by the Casualty Insurance, the Association shall cause such damaged portion to be promptly reconstructed or repaired to the extent of the funds made available to the Insurance Trustee, as hereinafter provided, and any such reconstruction or repair shall be substantially in accordance with the Drawings; provided, however, if such damage renders one-half or more of the Units then comprised within the Condominium Property untenable, the Unit Owners may, by the vote of those entitled to exercise not less than 75% of the voting power, elect not to reconstruct or repair such

damaged part at a meeting which shall be called within ninety (90) days after the occurrence of the casualty, or, if by such date the insurance loss has not been finally adjusted, then within thirty (30) days after such final adjustment. Upon such election, all of the Condominium Property shall be subject to an action for sale as upon partition at the suit of any Unit Owner. In the event of any such sale or a sale of the Condominium Property after such election by agreement of all Unit Owners, the net proceeds of the sale together with the net proceeds of insurance, if any, and any other indemnity arising because of such damage or destruction, shall be considered as one fund and shall be distributed to all Unit Owners in proportion to their respective percentages of interest in the Common Areas. No Unit Owner, however, shall receive any portion of his share of such proceeds until all liens and encumbrances on his Unit have been paid, released or discharged.

- (ii) Each Unit Owner shall be responsible for reconstruction and repair of his Unit after casualty.

C. Procedure for Reconstruction or Repair.

- (i) Immediately after a casualty causing damage to any portion of the Common Areas, the Association shall obtain reliable and detailed estimates of the cost to place the damaged property in condition as good as that before the casualty. Such costs may include professional fees and premiums for such bonds as the Board deems necessary.
- (ii) If the proceeds of the Casualty Insurance are not sufficient to defray the estimated costs of reconstruction and repair by the Association (including the aforesaid fees and premiums, if any), one or more special assessments shall be made against all Unit Owners in sufficient amounts to provide funds for the

28a033

payment of such costs, and the proceeds of such special assessments shall be deposited with the Insurance Trustee.

- (iii) The proceeds of the Casualty Insurance referred to in Subsection (i) of Section A of this Paragraph 12 and the sums deposited with the Insurance Trustee by the Association from collections of special assessments against Unit Owners on account of such casualty, shall constitute a construction fund which shall be held by the Insurance Trustee and shall be applied by the Insurance Trustee to the payment of the cost of reconstruction and repair of the Common Areas from time to time in any calendar month. Said Trustee shall make such payments upon the written request of the Association, accompanied by a certificate, dated not more than fifteen (15) days prior to such request, signed by a responsible officer of the Association and by an architect in charge of the work, who shall be selected by the Association, setting forth (1) that the sum then requested either has been paid by the Association or is justly due to contractors, subcontractors, materialmen, architects, or other persons who have rendered services or furnished materials in connection with the work, giving a brief description of the services and materials, and that the sum requested does not exceed the value of the services and materials described in the certificate, (2) that except for the amount stated in such certificate to be due as aforesaid and for work subsequently performed, there is no outstanding indebtedness known to the person signing such certificate after due inquiry which might become the basis of a vendor's, mechanic's, materialmen's or similar lien arising from such work, and (3) that the cost as estimated by the person signing such certificate of the work remaining to be done subsequent to the date of such certificate does not exceed the amount of the construction fund remaining in the hands of the

Insurance Trustee after the payment of the sum so requested. It shall be presumed that the first monies disbursed in payment of such costs of reconstruction and repair shall be from insurance proceeds; and if there is a balance in any construction fund after payment of all costs of the reconstruction and repair for which the fund is established, such balance shall be disbursed to the Association.

- (iv) The Insurance Trustee may rely upon a certificate of the Association certifying as to whether or not the damaged property is to be reconstructed or repaired. The Association, upon request of the Insurance Trustee, shall deliver such certificate as soon as practical.
- (v) Each Unit Owner shall be deemed to have delegated to the Board his right to adjust with insurance companies all losses under the Casualty Insurance policies referred to in Subsection (i) of Section A of this Paragraph 12.

13. Rehabilitation of Existing Buildings, Structures and Other Improvements. The Association may, by the affirmative vote of Unit Owners entitled to exercise not less than seventy-five percent (75%) of the voting power, determine that the Condominium Property is obsolete in whole or in part, and elect to have the same renewed and rehabilitated. The Board shall thereupon proceed with such renewal and rehabilitation and the cost thereof shall be a Common Expense.

14. Removal from Condominium Ownership. The Unit Owners, by unanimous vote, may elect to remove the Condominium Property from the provisions of Chapter 5311. In the event of such election, all liens and encumbrances, except taxes and assessments not then due and payable, upon all or any part of the Condominium Property, shall be paid, released, or discharged and a certificate setting forth that such election was made shall be filed with the Recorder of Summit County, Ohio, and by him recorded. Such certificate shall be prepared in duplicate and shall be signed by the President of the Association, who shall certify therein under oath that all liens and encumbrances, except taxes and assessments not then due and payable, upon all or any part of the Common Areas have been paid, released or discharged, and shall also be signed by the Unit Owners, each of whom shall certify therein under oath that all such liens and

28a033

encumbrances on his Unit or Units have been paid, released or discharged.

15. Additions to Condominium Property.

A. General Right to Expand Condominium and Amend Declaration. Grantor contemplates constructing certain residential structures and other improvements (being hereinbefore defined as "Parcel No. 2 Buildings") on Parcel No. 2 or portions thereof presently owned by Grantor, said improvements to be similar to the residential structures and other improvements constructed on Parcel No. 1 (being hereinbefore defined as "Parcel No. 1 Buildings"), and submitting said Parcel No. 2 or portions thereof together with Parcel No. 2 Buildings and all easements, rights and appurtenances belonging thereto, and all articles of personal property existing for the common use of the Unit Owners, to the provisions of this Declaration and Chapter 5311, so that the same will become in all respects part of the Condominium Property. Grantor hereby reserves the right at any time and from time to time as Grantor determines, within a period of seven (7) years commencing on the date this Declaration is filed for record, (i) to submit Parcel No. 2 or portions thereof, together with Parcel No. 2 Buildings constructed or to be constructed thereon, all easements, rights and appurtenances belonging thereto, and all articles of personal property existing for the common use of the Unit Owners, to the provisions of this Declaration and Chapter 5311, and (ii) to amend this Declaration, in the manner provided in Paragraph 16 hereof, in such respects as Grantor may deem advisable in order to effectuate such submission or submissions, including, without limiting the generality of the foregoing, the right to amend this Declaration so as (a) to include Parcel No. 2 or portions thereof and the improvements constructed or to be constructed thereon as part of the Condominium Property, (b) to include descriptions of Parcel No. 2 or portions thereof in this Declaration, (c) to add Drawings to Exhibit B of Buildings which will have an interest in the Common Areas of the Condominium Property, and (d) to amend Paragraph 6, Section B hereof so as to establish the percentage of interest in the Common Areas which all Units Owners will have at the time of such amendment or amendments, which percentage shall be, with respect to each Unit, in the proportion which the square feet of Living Space of each Unit at the date said amendment is filed for record bears to the then aggregate square feet of the Living Space of all the Units within the Condominium Property, which determination shall be made by Grantor and shall be conclusive and binding upon all Unit Owners. Grantor, on its own behalf as the owner of all Units in the Condominium Property and on behalf of all subsequent Unit Owners, hereby consents and approves, and each Unit Owner and his mortgagees by acceptance of a deed conveying such Ownership Interest or a mortgage encumbering such Ownership Interest, as the case may be, thereby

consents to and approves, the provisions of this Paragraph 15, including, without limiting the generality of the foregoing, the amendment of this Declaration by Grantor in the manner provided in Paragraph 16 hereof, and all such Unit Owners and their mortgagees, upon request of Grantor, shall execute and deliver from time to time all such instruments and perform all such acts as may be deemed by Grantor to be necessary or proper to effectuate said provisions.

**B. Statements and Reservations of Grantor.**

Grantor makes the following statements and reserves the following rights with respect to expansion of the Condominium Property:

(i) There are no circumstances that will terminate the Grantor's right to expand the Condominium Development. Further, this right may be renewed for an additional seven (7) year period if renewed at least six months prior to the expiration of the original seven (7) year term, provided such renewal shall be with the consent of a majority of the Unit Owners other than Grantor.

(ii) There are no limitations as to the amount of Parcel No. 2 that may be added at any one time or from time to time. Such additions may be made of any portion of Parcel No. 2 at various times and from time to time.

(iii) There are no limitations as to the location of any improvements that may be made on Parcel No. 2. Improvements may include, but are not limited to sewers, utility lines, lakes, drives, roads and landscaping as may be necessary or desirable to serve any portion of Parcel No. 2, as well as Buildings. However, the Buildings constructed on Parcel No. 2 shall not contain in the aggregate more than sixteen (16) Units and no more than five (5) Units per acre shall be constructed on Parcel No. 2.

(iv) All Units constructed on Parcel No. 2 shall be used for private residential purposes as defined by this Declaration.

(v) All Buildings constructed on Parcel No. 2 will be compatible with the Buildings on the Condominium Property in terms of quality of construction. However, there are no limitations as to the principal materials used in or architectural style of or as to the types of Buildings that may be built on Parcel No. 2.

(vi) The Grantor reserves the right to create Limited Common Areas within the portions of Parcel No. 2 added to the Condominium Property. There is no limitation as to the type, size or maximum number of such Limited Common Areas.

28a033

16. Amendment of Declaration. Each Unit Owner and his respective mortgagees by acceptance of a deed conveying such Ownership Interest or a mortgage encumbering such Ownership Interest, as the case may be, hereby irrevocably appoints Grantor as his Attorney-in-Fact, coupled with an interest, with full power of substitution, and authorizes, directs and empowers such Attorney, at the option of the Attorney in the event that Grantor exercises the rights reserved in Paragraph 15 hereof to add to the Condominium Property as therein provided, to execute, acknowledge and record for and in the name of such Unit Owner an amendment or amendments of this Declaration for such purpose, and for and in the name of such respective mortgagees, a consent to such amendment or amendments. This Declaration shall be amended upon the filing for record with the Recorder of Summit County of an instrument in writing setting forth specifically the item or items to be amended and any new matter to be added, which instrument shall have been duly executed by the number of Unit Owners having such aggregate interest in the Common Areas as may be required by Chapter 5311 of the Ohio Revised Code, or in the case of an amendment for the purpose of adding to the Condominium Property pursuant to Paragraph 15 hereof, by the President and Secretary of Grantor acting as Attorney-in-Fact for the Unit Owners and their mortgagees as above provided. Such amendment must be executed with the same formalities as this instrument and must refer to the volume and page in which this instrument and its attached exhibits are recorded and must contain an affidavit by the President of the Association or the President of Grantor, as the case may be, that a copy of the amendment has been mailed by certified mail to all mortgagees having bona fide liens of record against any Ownership Interest. Except as hereinabove provided with respect to amendments for the purpose of making additions to the Condominium Property as provided in Paragraph 15 hereof, no amendment shall have any effect, however, upon Grantor, the rights of Grantor under this Declaration and upon the rights of bona fide mortgagees until the written consent of Grantor and/or such mortgagees to such amendment has been secured. Such consents shall be retained by the Secretary of the Association or the Grantor, as the case may be, and his certification in the instrument of amendment as to the consent or non-consent of Grantor and the names of the consenting and non-consenting mortgagees of the various Units may be relied upon by all persons for all purposes.

The Grantor reserves the right and power to amend this Declaration, the By-Laws and other attached Exhibits at any time prior to the sale of the first Unit.

17. Remedies for Breach of Covenants and Rules.

A. Abatement and Enjoinment. If any Unit Owner (either by his own conduct or by the conduct of any Occupant of



his Unit) shall violate any Rules or breach any covenant or provision contained in this Declaration or in the Bylaws, the Association shall have the right, in addition to the rights hereinafter set forth in this Paragraph 17 and those provided by law, (i) to enter any Unit in which or as to which such violation or breach exists and to summarily abate and remove, at the expense of the owner of such Unit, any structure, thing or condition that may exist therein contrary to the intent and meaning of the provisions of this Declaration or of the Bylaws or of the Rules, and the Association, or its agents, shall not thereby be deemed guilty in any manner of trespass or (ii) to enjoin, abate or remedy by appropriate legal proceedings, either at law or in equity, the continuance of any breach.

B. Involuntary Sale. If any Unit Owner (either by his own conduct or by the conduct of any Occupant of his Unit) shall violate any covenants or provisions contained in this Declaration or in the Bylaws or in the Rules, and such violation shall continue for thirty (30) days after notice in writing from the Association, or shall occur repeatedly during any thirty (30) day period after written notice or request to cure such violation from the Association, the Association shall have the right, upon the giving of at least ten (10) days' prior written notice, to terminate the rights of such Unit Owner or Occupant to continue as a Unit Owner or Occupant and to continue to occupy, use or control his Unit. Thereupon a legal action may be filed by the Association against such Unit Owner or Occupant for a decree of mandatory injunction against said Unit Owner or Occupant, or for a decree declaring the termination of the right of such Unit Owner or Occupant to occupy, use or control the Unit owned or occupied by him and ordering that all the right, title and interest of the Unit Owner or Occupant in his Ownership Interest or interest therein shall be sold (subject to any liens and encumbrances thereon) at a judicial sale upon such notice and terms as the court shall establish, except that the court may be requested to enjoin and restrain such Unit Owner or Occupant from reacquiring his Ownership Interest at such judicial sale. The Association, however, may acquire said Ownership Interest at such judicial sale. The proceeds of any such judicial sale shall first be paid to discharge court costs, receiver's fees, reasonable attorneys' fees and all other expenses of the proceedings, and all such items shall be taxed against such Unit Owner or Occupant in said decree. Any balance of proceeds, after satisfaction of such charges and any unpaid assessments owing to the Association or any liens required to be discharged, shall be paid to the Unit Owner or Occupant. Upon the confirmation of such sale, the purchaser thereof shall, subject to the rights and privileges of the Association provided in Paragraph 18 hereof, thereupon be entitled to a conveyance of the Ownership Interest or interest therein and to immediate possession of the Unit so conveyed, and may apply to the court for a writ for the purpose

28a033

of acquiring such possession, and it shall be a condition of any such sale, and the decree shall so provide, that the purchaser shall take the interest in such Ownership Interest or interest therein subject to this Declaration.

18. Sale, Leasing or Other Alienation.

A. Sale or Lease. Any Unit Owner, other than the Grantor, who wishes to sell or lease his Ownership Interest or any interest therein (or any lessee of any Ownership Interest wishing to assign or sublease such Ownership Interest) to any person shall give to the Board, not less than thirty (30) days prior to the date of the proposed sale or lease, written notice of the terms of any proposed sale or lease, together with his name and address, the Unit of which he is the owner and which is to be the subject matter of the proposed sale or lease, the name and address of the proposed purchaser or lessee, the amount deemed by him to constitute the fair market value of such Ownership interest, and the amount of any liens and encumbrances thereon. The members of the Board, acting on behalf of consenting Unit Owners as hereinafter provided, shall at all times have the first right and option to purchase or lease such Ownership interest or interest therein upon the same terms, which Option shall expire thirty (30) days after the date of receipt by it of such notice; provided, however, that if the proposed purchase or lease shall be for a consideration which the Board does not deem to reflect the fair market value of such Ownership Interest or interest therein, the Board may, within ten (10) days after the service of such written notice by the Unit Owner, so notify the Unit Owner in writing and specify a different amount as the fair market value of said Ownership Interest or interest therein. The fair market value of the Ownership Interest or interest therein involved shall be deemed to be the amount specified by the Unit Owner, or if the Board as aforesaid has specified a different amount, then the amount specified by the Board, unless either (a) the Board and the Unit Owner at any time within twenty (20) days after the service of such notice by the Unit Owner agree upon a different amount or (b) either the Unit Owner or the Board, within said twenty (20) day period (but not thereafter) serves a written notice on the other that he or it desires that the determination of such fair market value shall be made by a board of appraisers, in which case such determination shall be made by the majority vote of a board of three appraisers, one of whom shall be appointed by the Board and the second of whom shall be appointed by the Unit Owner (each such appointment to be made within five (5) days after the receipt by the other party of the aforesaid notice), and the third of whom shall be appointed by the first two appraisers within five (5) days after the last of their respective appointments. Upon such determination said appraisers shall promptly give written notice thereof to the Unit

VOL 6875 PAGE 397

Owner and the Board. The Board's option to purchase or otherwise acquire said Ownership Interest or interest therein shall never be predicated on sex, race, color, creed or national origin and shall expire fifteen (15) days after the date the fair market value thereof becomes fixed as aforesaid. If said option is not exercised by the Board within the aforesaid option period, the owner or lessee may, upon the expiration of said option, contract to sell or lease (or sublease or assign) such Ownership Interest or such interest therein to the proposed purchaser or lessee named in such notice upon the terms specified therein. Anything herein to the contrary notwithstanding, no Unit shall be leased to any transient tenant and no lease of any Unit shall be for less than four (4) or for more than ~~twenty-four (24)~~ months.

*no more than  
twelve*

**B. Involuntary Sale.**

(i) In the event any Ownership Interest or interest therein is sold at a judicial or execution sale (other than a mortgage foreclosure sale), the person acquiring title through such sale shall, before taking possession of the Unit so sold, give to the Board, not less than thirty (30) days prior to the date such person intends to take possession, written notice of such intention together with his name and address, the Unit purchased, and the purchase price, whereupon the members of the Board, acting on behalf of consenting Unit Owners as hereinafter provided, shall have the first right and option to purchase such Ownership Interest or interest therein at the same price for which it was sold at such sale; provided, however, that as to any mortgagee purchasing at such sale, the purchase price shall be the price for which it was sold at such sale or the fair market value thereof, whichever is higher. Any mortgagee purchasing at such sale, shall, if it deems said fair market value to be higher than the price for which it was sold at said sale, specify in the notice provided for hereinabove, the fair market value of such Ownership Interest or interest therein. If the Board does not deem the amount so specified in said notice to be the fair market value thereof, then the Board may elect to exercise such option in the manner, within the period, and on the terms set forth in Section A of this Paragraph 18. Except as otherwise provided herein, if said option is not exercised by the Board within said thirty (30) days after receipt of such notice it shall thereupon expire and said purchaser may thereafter take possession of said Unit. The Board shall be deemed to have exercised its option if it tenders to an escrow agent selected by it the required sum of money for the account of the purchaser within said thirty (30) day period.

(ii) In the event any Unit Owner shall default in the payment of any monies required to be paid under the provisions of any mortgage or deed of trust on or against his Ownership Interest or interest therein, the Board shall have the right to

28a033

cure such default by paying the amount so owing to the party entitled thereto and shall thereupon have in addition to any right of subrogation resulting from such payment, a lien therefor against such Ownership Interest or interest therein, which lien shall have the same force and effect and may be enforced in the same manner as a lien of the Association for unpaid Common Expenses.

C. Consummation of Purchase. Any option exercisable by the Board hereunder may be exercised within the respective option period by delivery by the Board of written notice of such exercise to the person or persons required to sell any Ownership Interest or interest therein to the Board in accordance with the provisions of this Paragraph 18. Any purchase effected pursuant to the provision of this Paragraph 18 shall be made by the payment of the purchase price by the Board, on behalf of the consenting Unit Owners, in return for a conveyance of the Ownership Interest or interest therein to the President or Secretary of the Association as trustee for all consenting Unit Owners. Such conveyance and payment shall be made within twenty (20) days after the exercise of any option by the Board as in this Paragraph 18 provided.

D. Consent of Voting Members. The Board shall not exercise any option hereinabove set forth to purchase any Ownership interest or interest therein unless it shall have been authorized to do so by the affirmative vote of Unit Owners entitled to exercise not less than seventy-five percent (75%) of the voting power in the Association (but if the Unit Owners other than the Unit Owner whose Unit is subject to an option are entitled to exercise in the aggregate less than 75% of the voting power in the Association, then the exercise of such option may be authorized by the affirmative vote of all of such other Unit Owners). The Board may bid and purchase at any sale of an Ownership Interest or interest therein which is held pursuant to an order or direction of a court upon the prior authorization of the Unit Owners as aforesaid which authorization shall set forth a maximum price which the Board is authorized to bid and pay for said Ownership Interest or interest therein.

E. Release, Waiver, and Exceptions to Option. The Grantor or any affiliate of Grantor may, so long as it is managing agent, or the Board may, or a majority of the members of the Board may, in writing, waive or release any of the options contained in this Paragraph 18 and in such event the Ownership Interest or interest therein which is subject to an option set forth in this Paragraph 18 may be sold, conveyed or leased as contemplated in that instance without the requirements of the other provisions of this Paragraph 18 having been met. In addition, none of the options contained in this Paragraph 18 shall be applicable to any sales, leases or subleases of any

Ownership Interest with respect to which the Grantor is the grantor, lessor or sublessor, respectively, or with respect to which the grantee, lessee or sublessee, respectively, is procured by or through the Grantor (or its designee) for its own account or in its capacity as managing agent of the Condominium Property.

F. Evidence of Termination of Option. A certificate executed and acknowledged by the President or Secretary of the Grantor, or its affiliate, if it is the managing agent, or of the Association stating that the provisions of this Paragraph 18 as hereinabove set forth have been met by a Unit Owner, or duly waived or released, and that the rights of the Board hereunder have terminated, shall be conclusive upon the Board and the Unit Owners in favor of all persons who rely thereon in good faith, and, upon request, such certificate shall be furnished by the Association to any person or persons who have in fact complied with the provisions of this Paragraph 18 or with respect to whom the provisions of this Paragraph 18 have been waived or released, upon payment of a reasonable charge, not to exceed ten dollars (\$10.00) in any instance.

G. Financing of Purchaser under Option.

(i) Acquisition of any Ownership Interest or interest therein under the provisions of this Paragraph 18 shall be made from the reserve for contingencies and replacements for the account of consenting Unit Owners. If said reserve is insufficient, the Association shall levy a special assessment against each consenting Unit Owner in the proportion which his percentage of interest in the Common Areas bears to the percentage of interest in the Common Areas of all consenting Unit Owners, which assessment shall become a lien and be enforceable as a lien for Common Expenses.

(ii) The Board in its discretion, may borrow money to finance the acquisition of any Ownership Interest or interest therein authorized by this Paragraph 18; provided, however, that no financing may be secured by an encumbrance on or hypothecation of any portion of the Condominium Property other than the Ownership Interest or interest therein to be acquired.

H. Title to Acquired Interests. Ownership Interests or interests therein acquired pursuant to the terms of this Paragraph 18 shall be held of record in the name of the consenting Unit Owners. Such holding shall be for the benefit of all the Unit Owners consenting to and participating in such acquisition. Said Ownership Interests or interests therein shall be sold or leased by the Board for the benefit of such Unit Owners. All net proceeds of any such sale or leasing shall be deposited in the reserve fund and may thereafter be disbursed or

28a033

credited at such time and in such manner as the Board may determine for the account of such consenting Unit Owners.

19. Miscellaneous Provisions.

A. Grantor's Rights Pending Sale of Units. Until such time as the earlier of five (5) years after the date of the establishment of the Association or thirty (30) days after Grantor shall have consummated the sale of Units representing, in the aggregate, 75% or more of the undivided Ownership Interests in the Common Areas of the Condominium Development (at which time the Unit Owners will be entitled to elect the entire Board), Grantor shall exercise the powers, rights, duties and functions of the Association and the Board, including, without limitation, the power to determine the amount of, and to levy special assessments and assessments for Common Expenses.

B. Notices of Mortgages. Any Unit Owner who mortgages his Ownership Interest or interest therein, shall notify the Association, in such manner as the Association may direct, of the name and address of his mortgagees and thereafter shall notify the Association of the payment, cancellation or other alteration in the status of such mortgages. The Association shall maintain such information in a book entitled "Mortgagees of Units".

C. Copies of Notices to Mortgage Lender. Upon written request to the Board, the holder of any duly recorded mortgage on any Ownership Interest or interest therein shall be given a copy of any and all notices permitted or required by this Declaration to be given to the Unit Owner or Owners whose Ownership Interest or interest therein is subject to such mortgage.

D. Covenants Running with the Land. Each grantee of the Grantor, by the acceptance of a deed of conveyance, accepts the same subject to all restrictions, conditions, covenants, reservations, liens and charges, and the jurisdiction, rights and powers created or reserved by this Declaration, and all rights, benefits and privileges of every character hereby granted, created, reserved, or declared, and all impositions and obligations hereby imposed shall be deemed and taken to be covenants running with the land, and shall bind any person having at any time any interest or estate in said land, and shall inure to the benefit of such person in like manner as though the provisions of this Declaration were recited and stipulated at length in each and every deed of conveyance.

E. Termination. Upon the removal of the Condominium Property from the provisions of Chapter 5311, all easements, covenants and other rights, benefits, privileges, impositions and obligations declared herein to run with the land or any

Ownership Interest or interest therein shall terminate and be of no further force or effect.

F. Waiver. No covenants, restrictions, conditions, obligations, or provisions contained in this Declaration shall be deemed to have been abrogated or waived by reason of any failure to enforce the same, irrespective of the number of violations or breaches which may occur.

G. Severability. The invalidity of any covenant, restriction, condition, limitation or any other provisions of this Declaration, or of any part of the same, shall not impair or affect in any manner the validity or enforceability of any other covenant, restriction, condition, limitation or provision of this Declaration.

H. Time Limits. If any of the privileges, covenants or rights created by this Declaration shall be unlawful or void for violation of (a) the rule against perpetuities or some analogous statutory provision, (b) the rule restricting restraints on alienation, or (c) any other statutory or common law rules imposing time limits, then such provision shall continue only until twenty-one (21) years after the death of the survivor of the now living descendants of Ronald Ragan, President of the United States of America, and Jimmy Carter, former President of the United States of America.

I. Liability. Neither Grantor, nor any subsidiary of Grantor, nor any employee, agent, successor or assign of Grantor or any such subsidiary, shall be liable for any claim or damage whatsoever arising out of or by reason of any actions performed pursuant to or in accordance with any authority granted or delegated to them or any of them by or pursuant to this Declaration.

J. Service of Notices on the Board. Notices required to be given to the Board or the Association may be delivered to any two (2) members of the Board or to the President of the Association, either personally or by certified mail, with postage prepaid, addressed to such members or officer at his Unit.

K. Headings. The heading to each Paragraph and each Section hereof is inserted only as a matter of convenience for reference and in no way defines, limits or describes the scope or intent of this Declaration nor in any way affects this Declaration.

L. Interpretation. The provisions of this Declaration shall be liberally construed to effectuate its

28a033

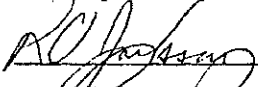
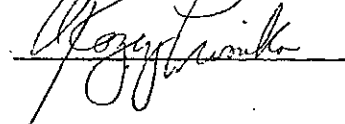
purpose of creating a uniform plan for the establishment and operation of a first class condominium development.

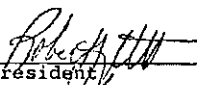
M. Gender and Grammar. The singular wherever used herein shall be construed to mean the plural when applicable, and the necessary grammatical changes required to make the provisions hereof apply either to corporations, partnerships, men or women, shall in all cases be assumed as though in such case fully expressed.

IN WITNESS WHEREOF, the said GREENWOOD LAND DEVELOPMENT, INC. has caused this instrument to be executed by its President and its Secretary this 12th day of April, 1984.

Signed and Acknowledged  
in the presence of:

GREENWOOD LAND DEVELOPMENT, INC.  
("Grantor")

By   
President

And   
Secretary

VOL 6875 PAGE 403





VOL 6875 PAGE 404

ACKNOWLEDGMENT

STATE OF OHIO       )  
                          ) SS:  
COUNTY OF CUYAHOGA )

Before me, a Notary Public in and for said State and County, personally appeared the above-named Greenwood Land Development, Inc., an Ohio corporation, by Robert J. Vitt, its President, and Stuart A. Laven, its Secretary, who acknowledged that they did sign the foregoing instrument and that the same is the free act and deed of said Corporation and the free act and deed of each of them personally and as such officers.

IN TESTIMONY WHEREOF, I have hereunto subscribed my name and affixed my official seal at Walton Hills this 12th day of April, 1984.

  
  
Notary Public  
ROGER J. PIVONKA  
NOTARY PUBLIC, STATE OF OHIO  
My Commission Expires April 1, 1988



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GREENWOOD VILLAGE IRONWOOD TRAIL CONDOMINIUMS  
SAGAMORE HILLS TOWNSHIP, OHIO

BYLAWS  
OF  
IRONWOOD TRAIL CONDOMINIUM ASSOCIATION, INC.

EXHIBIT A

This instrument prepared by:

Ulmer, Berne, Laronge, Glickman  
& Curtis  
900 Bond Court Building  
Cleveland, Ohio 44113

4/13/84  
APPROVED AS TO FORM

*William E. Schuch*  
Assistant Prosecuting Attorney Summit County, Ohio

TABLE OF CONTENTS

<u>HEADING</u>	<u>PAGE</u>
I. The Association	1
1. Name and Nature of Association	1
2. Definitions	1
3. Membership	1
4. Voting Rights	1
5. Proxies	1
6. Meetings of Members	2
A. Annual Meeting	2
B. Special Meeting	2
C. Notices of Meetings	2
D. Quorum; Adjournment	3
E. Order of Business	3
7. Actions Without a Meeting	3
II. Board of Trustees	4
1. Establishment of the Board	4
2. Number and Qualification	4
3. Election of Board; Vacancies	4
4. Term of Office; Resignations	5
5. Organization meeting	5
6. Regular Meetings	5
7. Special Meetings	5
8. Quorum; Adjournment	5
9. Powers and Duties	6
10. Removal of Members of Board	6
11. Fidelity Bonds	7
III. OFFICERS	7
1. Election and Designation of Officers	7
2. Term of Office; Vacancies	7
3. President	7
4. Vice President	7
5. Secretary	8
6. Treasurer	8
7. Other Officers	8
8. Delegation of Authority and Duties	8

28c014-b

r - (4/9/84)

<u>HEADING</u>	<u>PAGE</u>
IV. GENERAL POWERS OF THE ASSOCIATION	8
1. Common Expenses	8
A. Utility Service for Common Areas	8
B. Casualty Insurance	8
C. Liability Insurance	9
D. Workers' Compensation	9
E. Wages and Fees for Services	9
F. Care of Common Areas	9
G. Additional Expenses	9
H. Discharge of Mechanic's Liens	9
I. Certain Maintenance of Units	10
2. Association's Right to Enter Units	10
3. Capital Additions and Improvements	10
4. Rules and Regulations	10
5. Special Services	11
6. Delegation of Duties	11
V. FINANCES OF ASSOCIATION	11
1. Preparation of Estimated Budget	11
2. Reserve for Contingencies and Replacements	12
3. Budget for First Year	12
4. Failure to Prepare Annual Budget	12
5. Books and Records of Association	13
6. Status of Funds Collected by Association	13
7. Annual Audit	13
8. Security Deposits from Certain Unit Owners	13
VI. GENERAL PROVISIONS	14
1. Indemnification of Board Members and Officers	14
2. Amendments	15
3. Definition	15
4. Gender and Grammar	15
5. Captions	15

BYLAWS  
OF  
IRONWOOD TRAIL CONDOMINIUM  
ASSOCIATION, INC.

The purpose of these Bylaws is to provide for the establishment of a Unit Owners' Association for the government of the Condominium Property in the manner provided for in the Declaration and by these Bylaws. All present or future owners or any other person who may reside in or use the facilities of the Condominium Property, in any manner, shall be subject to all the provisions of the Declaration and these Bylaws now in existence or hereafter adopted. Any acquisition, rental, use or occupancy of any of the Units in the Condominium Property constitutes acceptance and ratification of the Declaration and these Bylaws and any rules or regulations adopted thereunder.

ARTICLE I

THE ASSOCIATION

Section 1. Name and Nature of Association. The Association shall be a non-profit Ohio corporation and shall be called "Ironwood Trail Condominium Association, Inc."

Section 2. Definitions. All terms used herein shall have the same meaning as used in the Declaration.

Section 3. Membership. Each Unit Owner, upon acquisition of an Ownership Interest in a Unit, shall automatically become a member of the Association. Such membership shall terminate upon the sale or other disposition by such Unit Owner of his Ownership Interest, at which time the new Unit Owner shall automatically become a member of the Association.

Section 4. Voting Rights. Each member owning the entire Ownership Interest in a Unit shall be entitled to exercise that percentage of the total voting power of the Association which is equivalent to the percentage of interest of such member's Unit in the Common Areas. If two or more persons, whether fiduciaries, tenants in common or otherwise, own undivided interests in the Ownership Interest in a Unit, each shall be entitled to exercise such proportion of the voting power for such Unit as shall be equivalent to such person's proportionate interest in the Ownership Interest of such Unit.

Section 5. Proxies. Members may vote or act in person or by proxy. The person appointed as proxy need not be a member of the Association. Designation by a member or members of a proxy to vote or act on his or their behalf shall be made in

28c014

writing to the Board and shall be revocable at any time by actual notice to the Board by the member or members making such designation. Notice to the Board in writing or in open meeting of the revocation of the designation of a proxy shall not affect any vote or act previously taken or authorized.

Section 6. Meetings of Members.

A. Annual Meeting. The annual meeting of members of the Association for the election of members of the Board, the consideration of reports to be laid before such meeting, and the transaction of such other business as may properly be brought before such meeting shall be held at the office of the Association (if any), or at such other place in the Condominium Property or Greenwood Village as may be designated by the Board and specified in the notice of such meeting, at 8:00 o'clock P.M., or at such other place and time as may be designated by the Board and specified in the notice of the meeting. The annual meeting of members of the Association shall be held during the first quarter of each calendar year, commencing in the year following the filing of the Articles of Incorporation of the Association.

B. Special Meeting. Special meetings of the members shall be called upon the written request of the President of the Association or, in case of the President's absence, death or disability, the Vice-President of the Association authorized to exercise the authority of the President; the Board by action at a meeting, or a majority of the members of the Board acting without a meeting; or members entitled to exercise at least twenty-five percent (25%) of the voting power of the Association. Calls for such meetings shall specify the time, place and purposes thereof. No business other than that specified in the call shall be considered at any special meeting.

C. Notices of Meetings. Not less than seven (7) nor more than sixty (60) days before the day fixed for a meeting of the members of the Association, written notice stating the time, place and purpose of such meeting shall be given by or at the direction of the Secretary of the Association or any other person or persons required or permitted by these Bylaws to give such notice. The notice shall be given by personal delivery or by mail to each member of the Association. If mailed, the notice shall be addressed to the members of the Association at their respective addresses as they appear on the records of the Association. Notice of the time, place and purposes of any meeting of members of the Association may be waived in writing, either before or after the holding of such meeting, by any member of the

VOL 6875 PAGE 409

Association, which writing shall be filed with or entered upon the records of the meeting. The attendance of any member of the Association at any such meeting without protesting, prior to or at the commencement of the meeting, shall be deemed to be a waiver by him of lack of proper notice of such meeting.

D. Quorum; Adjournment. At any meeting of the members of the Association, the members of the Association entitled to exercise a majority of the voting power of the Association present in person or by proxy shall constitute a quorum for such meeting; provided, however, that no action required by law, by the Declaration, or by these Bylaws to be authorized or taken by a designated percentage of the voting power of the Association may be authorized or taken by a lesser percentage; and provided further, that the members of the Association entitled to exercise a majority of the voting power represented at a meeting of members, whether or not a quorum is present, may adjourn such meeting from time to time. If any meeting is adjourned, notice of such adjournment need not be given if the time and place to which such meeting is adjourned are fixed and announced at such meeting.

E. Order of Business. The order of business at all meetings of members of the Association shall be as follows:

- (1) Calling of meeting to order
- (2) Proof of notice of meeting or waiver of notice
- (3) Reading of minutes of preceding meeting
- (4) Reports of officers
- (5) Reports of committees
- (6) Election of inspectors of election
- (7) Election of members of the Board
- (8) Unfinished and/or old business
- (9) New business
- (10) Adjournment

Section 7. Actions Without a Meeting. All actions, except the removal of a Board member, which may be authorized or taken at a meeting of the members may be authorized or taken without a meeting with the affirmative vote or approval of, and in a writing or writings signed by, all of the members who would be entitled to notice of a meeting for such purpose, or such other proportions or number of voting members, not less than a majority, as these Bylaws permit. Any such writing shall be filed with or entered upon the records of the Association.



ARTICLE IIBOARD OF TRUSTEES

Section 1. Establishment of the Board. The Board of Trustees ("Board") initially shall be those three persons named in the Articles of Incorporation of the Association or such other persons as Grantor may substitute from time to time. No later than the time that Units to which twenty-five percent (25%) of the undivided interests in the Common Areas appertain have been sold and conveyed by Grantor, the Unit Owners other than Grantor shall meet and elect one additional member of the Board, and no later than the time that Units to which fifty percent (50%) of the undivided interests in the Common Areas appertain have been sold and conveyed by Grantor, the Unit Owners other than Grantor shall meet and elect a further additional member of the Board. The Board shall then consist of five (5) members. The percentages mentioned in the preceding sentence shall be computed by comparing the Ownership Interests sold and conveyed to the maximum Ownership Interests which will be created when all of the Condominium Development is included in the Condominium Property.

Within thirty (30) days after the earlier of (a) five years from the date of the establishment of the Association or (b) the sale and conveyance of Units to which seventy-five percent (75%) of the undivided interests in the Common Areas appertain, or (c) such earlier time as Grantor may waive its right to appoint Board members, the Association shall meet and all Unit Owners (including Grantor, if Grantor shall own any Units) shall elect all members of the Board. The percentage mentioned in the preceding sentence shall be computed by comparing the Ownership Interests sold and conveyed to the maximum Ownership Interests which will be created when all of the Condominium Development is included in the Condominium Property.

Section 2. Number and Qualification. Subject to the provisions of Section 1 of this Article II, the Board shall consist of five persons. Anything herein or in the Declaration to the contrary notwithstanding, any person designated as a member of the Board by Grantor and any person nominated by Grantor for election to the Board need not be a Unit Owner or Occupant to serve on the Board. All other persons nominated or elected to the Board shall be a Unit Owner and Occupant of a Unit or the legal Occupant spouse of a Unit Owner.

Section 3. Election of Board; Vacancies. Subject to the provisions of Section 1 of this Article II, Board members shall be elected at the annual meeting of members of the Association or at a special meeting called for such purpose. At

a meeting of members of the Association at which Board members are to be elected, only persons nominated as candidates shall be eligible for election as Board members and the candidates receiving the greatest number of votes shall be elected. In the event of the occurrence of any vacancy or vacancies in the Board, however caused, the remaining Board members, though less than a majority of the whole authorized number of Board members, may, by vote of a majority of their number, fill any such vacancy for the unexpired term; provided, however, that a vacancy in the position filled by designation of Grantor shall be filled by a subsequent designation of Grantor.

Section 4. Term of Office; Resignations. Each Board member shall hold office until the next annual meeting of the members of the Association and until his successor is elected, or until his earlier resignation, removal from office or death. Any Board member may resign at any time by oral statement to that effect made at a meeting of the Board or in a writing to that effect delivered to the Secretary of the Association, such resignation to take effect immediately or at such other time as the Board member may specify. Members of the Board shall serve without compensation. Subject to the provisions of Section 1 of ~~this Article II~~, the term of office of the Board members shall be one (1) year.

Section 5. Organization Meeting. Immediately after each annual meeting of members of the Association, the newly elected Board members shall hold an organization meeting for the purpose of electing officers and transacting any other business. Notice of such meeting need not be given.

Section 6. Regular Meetings. Regular meetings of the Board may be held at such times and place as shall be determined by a majority of the Board, but at least four such meetings shall be held during each fiscal year.

Section 7. Special Meetings. Special meetings of the Board may be held at any time upon call by the President or any two Board Members. Written notice of the time and place of each such meeting shall be given to each Board member either by personal delivery or by mail, telegram or telephone at least two days before the meeting, which notice need not specify the purposes of the meeting; provided, however, that attendance of any Board member at any such meeting without protesting, prior to or at the commencement of the meeting, the lack of proper notice shall be deemed to be a waiver by him of notice of such meeting, and such notice may be waived in writing either before or after the holding of such meeting, by any Board member, which writing shall be filed with or entered upon the records of the meeting. Unless otherwise indicated in the notice thereof, any business

28c014

may be transacted at any organization, regular or special meeting.

Section 7. Quorum; Adjournment. A quorum of the Board shall consist of a majority of the Board members then in office; provided that a majority of the Board members present at a meeting duly held, whether or not a quorum is present, may adjourn such meeting from time to time. If any meeting is adjourned, notice of such adjournment need not be given if the time and place to which such meeting is adjourned are fixed and announced at such meeting. At each meeting of the Board at which a quorum is present; all questions and business shall be determined by a majority vote of those present, except as may be otherwise expressly provided in the Declaration or in these Bylaws.

Section 8. Powers and Duties. Except as otherwise provided by law, the Declaration or these Bylaws, all power and authority of the Association shall be exercised by the Board. In carrying out the purposes of the Condominium Property and subject to the limitations prescribed by law, the Declaration or these Bylaws, the Board, for and on behalf of the Association, may:

- A. purchase or otherwise acquire, lease as lessee, hold, use, lease as lessor, sell, exchange, transfer, and dispose of property of any description or any interest therein;
- B. make contracts;
- C. effect insurance;
- D. borrow money, and issue, sell, and pledge notes, bonds and other evidences of indebtedness of the Association;
- E. levy assessments against Unit Owners;
- F. employ a managing agent to perform such duties and services as the Board may authorize;
- G. employ lawyers and accountants to perform such legal and accounting services as the Board may authorize; and
- H. do all things permitted by law and exercise all power and authority within the purposes stated in these Bylaws or the Declaration or incidental thereto.

VOL 6875 PAGE 413

Section 9. Removal of Members of Board. At any regular or special meeting of members of the Association duly called, at which a quorum shall be present, any one or more of the Board members, except Board members, if any, designated by Grantor as provided in Section 1 of this Article II, may be removed with or without cause by the vote of the members of the Association entitled to exercise at least seventy-five percent (75%) of the voting power of the Association, and a successor or successors to such Board member or members so removed shall then and there be elected to fill the vacancy or vacancies thus created. Any Board member whose removal has been proposed by the members of the Association shall be given an opportunity to be heard at such meeting.

Section 10. Fidelity Bonds. The Board may require that all officers and employees of the Association handling or responsible for Association funds shall furnish adequate Fidelity Bonds. The premiums on such bonds shall be paid by the Association and shall be a Common Expense.

### ARTICLE III

#### OFFICERS

Section 1. Election and Designation of Officers. The Board shall elect a President, a Vice President, a Secretary and a Treasurer, each of whom shall be a member of the Board. The Board may also appoint an Assistant Treasurer and an Assistant Secretary and such other officers as in their judgment may be necessary who may or may not be members of the Board but who are members of the Association.

Section 2. Term of Office; Vacancies. The officers of the Association shall hold office until the next organization meeting of the Board and until their successors are elected, except in case of resignation, removal from office or death. The Board may remove any officer at any time with or without cause by a majority vote of the Board members then in office. Any vacancy in any office may be filled by the Board.

Section 3. President. The President shall be the chief executive officer of the Association. He shall preside at all meetings of members of the Association and shall preside at all meetings of the Board. Subject to directions of the Board, the President shall have general executive supervision over the business and affairs of the Association. He may execute all authorized deeds, contracts and other obligations of the Association and shall have such other authority and shall perform such other duties as may be determined by the Board or otherwise be provided for in the Declaration or in these Bylaws.

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Section 4. Vice President. The Vice President shall perform the duties of the President whenever the President is unable to act and shall have such other authority and perform such other duties as may be determined by the Board.

Section 5. Secretary. The Secretary shall keep the minutes of meetings of the members of the Association and the Board. He shall keep such books as may be required by the Board, shall give notices of meetings of members of the Association and of the Board required by law, the Declaration or by these Bylaws, and shall have such authority and shall perform such other duties as may be determined by the Board or otherwise be provided for in the Declaration or in these Bylaws.

Section 6. Treasurer. The Treasurer shall receive and have in charge all money, bills, notes and similar property belonging to the Association, and shall do with the same as may be directed by the Board. He shall keep accurate financial accounts and hold the same open for the inspection and examination of the Board and shall have such authority and shall perform such other duties as may be determined by the Board.

Section 7. Other Officers. The Assistant Secretaries and Assistant Treasurers, if any, and any other officers whom the Board may appoint shall, respectively, have such authority and perform such duties as may be determined by the Board.

Section 8. Delegation of Authority and Duties. The Board is authorized to delegate the authority and duties of any officer to any other officer and generally to control the action of the officers and to require the performance of duties in addition to those mentioned herein.

#### ARTICLE IV

##### GENERAL POWERS OF THE ASSOCIATION

Section 1. Common Expenses. The Association, for the benefit of all the Unit Owners, shall pay all Common Expenses arising with respect to, or in connection with, the Condominium Property, including, without limitation, the following:

A. Utility Service for Common Areas. The cost of water, waste removal, electricity, telephone, heat, power or any other utility service for the Common Areas excluding the Limited Common Areas. Upon determination by the Board that any Unit Owner is using excessive amounts of any utility services which are Common Expenses, the Association shall have the right to levy special assessments against

VOL 6875 PAGE 416

such Unit Owner to reimburse the Association for the expense incurred as a result of such excessive use;

B. Casualty Insurance. The premium upon a policy or policies of Casualty Insurance insuring the Common Areas, with extended coverage, vandalism and malicious mischief endorsements, as provided in the Declaration, the amount of which insurance shall be reviewed annually;

C. Liability Insurance. The premium upon policy or policies insuring the Association, the members of the Board, the Unit Owners and the Occupants against liability for personal injury, disease, illness or death or for injury to or destruction of property occurring upon, in or about, or arising from or relating to the Common Areas, as provided in the Declaration, the limits of which policy shall be reviewed annually;

D. Workers' Compensation. Workers' compensation insurance to the extent necessary to comply with any applicable laws;

E. Wages and Fees for Services. The wages and/or fees for services of any person or firm employed by the Association, including, without limitation, the services of any person or firm to act as a manager or managing agent for the Condominium Property, the services of any person or persons required for the maintenance or operation of the Condominium Property, and legal and/or accounting services necessary or proper in the operation of the Condominium Property or the enforcement of the Declaration and these Bylaws and for the organization, operation and enforcement of the rights of the Association.

F. Care of Common Areas. The cost of landscaping, gardening, snow removal, painting, cleaning, tuckpointing, maintaining, decorating, repairing and replacing of the Common Areas, excluding the Limited Common Areas;

G. Additional Expenses. The cost of any materials, supplies, furniture, labor, services, maintenance, repairs, replacements, structural alterations and insurance, which the Association is required to secure or pay for pursuant to the terms of the Declaration and these Bylaws or by law or which the Association deems necessary or proper for the maintenance and operation of the Condominium Property as a first class condominium or for the enforcement of the Declaration and these Bylaws;

H. Discharge of Mechanic's Liens. Any amount necessary to discharge any mechanic's lien or other encumbrance which may in the opinion of the Association constitute a lien against the Association or against the Common Areas, rather than merely against the interests therein of such Unit Owner responsible for the existence of such lien or encumbrances provided, however, that the Association shall levy a special assessment against such Unit Owner to recover the amount expended in discharging such lien or encumbrance.

I. Certain Maintenance of Units. The cost of the maintenance and repair of the Limited Common Areas and of any Unit, if such maintenance or repair is necessary, in the discretion of the Association, to prevent damage to or destruction of any part of the Common Areas, or any other Unit, and the Unit Owner having the exclusive right to use such Limited Common Areas or owning such Unit requiring such maintenance or repair shall have failed or refused to perform said maintenance or repair within a reasonable time after written notice of the necessity of said maintenance or repair delivered by the Association to said Unit Owner; provided, however, that the Association shall levy a special assessment against such Unit Owner to recover the amount expended for such maintenance or repair.

Section 2. Association's Right to Enter Units. The Association or its agents may enter any Unit or portion of the Limited Common Areas when necessary in connection with any maintenance, repair or construction for which the Association is responsible. Such entry shall be made with as little inconvenience to the Unit Owner as practicable, and any damage caused thereby shall be repaired by the Association. The Association reserves the right to retain a pass key to each Unit, and no locks or other devices shall be placed on the doors to the Units to obstruct entry through the use of such pass key. In the event of any emergency originating in or threatening any Unit at a time when required alterations or repairs are scheduled, the managing agent or his representative or any other person designated by the Board may enter the Unit immediately, whether or not the Unit Owner is present.

Section 3. Capital Additions and Improvements. Whenever in the judgment of the Board the Common Areas shall require additions, alterations, or improvements (as opposed to maintenance, repair and replacement) costing in excess of \$5,000.00 at one time or exceeding an aggregate of \$15,000.00 in any one year, the Board, before making such additions, alterations or improvements, shall have them approved by Unit Owners entitled to exercise not less than a majority of the voting power. Such additions, alterations or improvements

VOL 6875 PAGE 418

costing \$5,000.00 or less may be made by the Board without approval of the Unit Owners. The cost of all such additions, alterations, or improvements shall constitute a Common Expense.

Section 4. Rules and Regulations. The Association, by vote of the members entitled to exercise a majority of the voting power of the Association, ~~or the Board~~, may adopt such reasonable Rules and from time to time ~~amend~~ the same as it or they may deem advisable for the maintenance, conservation and beautification of the Condominium Property, and for the health, comfort, safety and general welfare of the Unit Owners and Occupants. Written notice of such Rules shall be given to all Unit Owners and Occupants and the Condominium Property shall at all times be maintained subject to such Rules. In the event such Rules shall conflict with any provisions of the Declaration or of these Bylaws, the provisions of the Declaration and of these Bylaws shall govern.

Section 5. Special Services. The Association may arrange for special services and facilities for the benefit of such Unit Owners and Occupants as may desire to pay for the same, including, without limitation, the cleaning, repair and maintenance of Units and special recreational, educational or medical facilities. The cost of any such special services or facilities shall be determined by the Association and may be charged directly to participating Unit Owners as a special assessment or paid by the Association as a Common Expense, in which case a special assessment shall be levied against such participating Unit Owners to reimburse the Association therefor.

Section 6. Delegation of Duties. Nothing contained herein shall be construed so as to preclude the Association, through its Board and officers, from delegating in accordance with the Declaration, to persons, firms or corporations, including any manager or managing agent, such duties and responsibilities of the Association as the Board shall from time to time specify, and to provide for reasonable compensation for the performance of such duties and responsibilities.

#### ARTICLE V

##### FINANCES OF ASSOCIATION

Section 1. Preparation of Estimated Budget. Each year on or before December 1st, the Association shall estimate the total amount necessary to pay all the Common Expenses for the next calendar year together with a reasonable amount considered by the Association to be necessary for a reserve for contingencies and replacements, and shall on or before December 15th notify each Unit Owner in writing as to the amount of such



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estimate, with reasonable itemization thereof. The "estimated cash requirement" shall be assessed to the Unit Owners according to each Unit Owner's percentage of ownership in the Common Areas. On or before January 1st of the ensuing year, and on the 1st of each and every month of said year, each Unit Owner shall be obligated to pay to the Association or as it may direct one-twelfth (1/12) of the assessment made pursuant to this Section. On or before the date of each annual meeting, the Association shall supply to all Unit Owners an itemized accounting of the Common Expenses for the preceding calendar year actually incurred and paid together with a tabulation of the amounts collected pursuant to the estimates provided, and showing the net amount over or short of the actual expenditures plus reserves. Any amount accumulated in excess of the amount required for actual expenses and reserves shall be credited according to each Unit Owner's percentage of ownership in the Common Areas to the next monthly installments due from Unit Owners under the current year's estimate, until exhausted, and any net shortage shall be added according to each Unit Owner's percentage of ownership in the Common Areas to the installments due in the succeeding six months after rendering the accounting.

Section 2. Reserve for Contingencies and Replacements. The Association shall build up and maintain a reasonable reserve for contingencies and replacements. Extraordinary expenditures not originally included in the annual estimate which may be necessary for the year, shall be charged first against such reserve. If said "estimated cash requirement" proves inadequate for any reason, including non-payment of any Unit Owner's assessment, such extraordinary expenditures shall be assessed to the Unit Owners according to each Unit Owner's percentage of ownership in the Common Areas. The Association shall serve notice of such further assessment on all Unit Owners by a statement in writing giving the amount and reasons therefor, and such further assessment shall be payable with the next regular monthly payment becoming due to the Association not less than ten (10) days after the delivery or mailing of such notice of further assessment. All Unit Owners shall be obligated to pay the adjusted monthly amount.

Section 3. Budget for First Year. When the first members of the Board are designated or elected hereunder take office, the Association shall determine the "estimated cash requirement", as hereinabove defined, for the period commencing thirty (30) days after said designation or election and ending on December 31st of the calendar year in which said designation or election occurs. Assessments shall be levied against, and paid by, the Unit Owners during said period as provided in Section 1 of this Article V.

VOL 6875 PAGE 419

Section 4. Failure to Prepare Annual Budget. The failure or delay of the Association to prepare or deliver to the Unit Owners the annual or adjusted estimate shall not constitute a waiver or release in any manner of such Unit Owner's obligation to pay the maintenance costs and necessary reserves, as herein provided, whenever the same shall be determined, and in the absence of any annual estimate or adjusted estimate, the Unit Owner shall continue to pay the monthly maintenance charge at the existing monthly rate established for the previous period until the monthly maintenance based on such new annual or adjusted estimate shall have been mailed or delivered.

Section 5. Books and Records of Association. The Association shall keep full and correct books of account and the same shall be open for inspection by a Unit Owner or his representative duly authorized in writing, at such reasonable time or times during normal business hours as may be requested by such Unit Owner. Upon ten (10) days notice to the Board and payment of a reasonable fee, any Unit Owner shall be furnished a statement of his account setting forth the amount of any unpaid assessments or other charges due and owing from such Unit Owner.

Section 6. Status of Funds Collected by Association. All funds collected hereunder shall be held and expended solely for the purposes designated herein, and (except for such special assessments as may be levied hereunder against less than all of the Unit Owners, and for such adjustments as may be required to reflect delinquent or prepaid assessments) shall be deemed to be held for the use, benefit and account of all of the Unit Owners in proportion to each Unit Owner's percentage ownership in the Common Areas.

Section 7. Annual Audit. The books of the Association shall be audited once a year by the Board and such audit shall be completed prior to each annual meeting. If requested by two members of the Board, such audit shall be made by a Certified Public Accountant. In addition and at any time requested by ten or more Unit Owners or by Grantor, the Board shall cause an additional audit to be made.

Section 8. Security Deposits from Certain Unit Owners. If in the judgment of the Board the equity of the persons owning the Ownership Interest in any Unit at any time is not sufficient to assure payment (whether by foreclosure of the lien in favor of the Association or otherwise) of all assessments, charges or other sums which may be levied by the Association, then whether or not such Unit Owner shall be delinquent in the payment of such levies, the Association shall have the right to require such Unit Owner to pay to the Association a security deposit in an amount which the Board deems necessary for such purposes, provided, however, that such security deposit

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shall in no event exceed an amount which, when added to such Unit Owner's equity interest in his Unit, will equal twenty-five percent (25%) of the purchase price of the Unit in question. In the event that any Unit Owner shall fail to pay any assessments, charges or other sums which may be due hereunder or shall otherwise violate any covenants, terms and conditions of the Declaration or of these Bylaws, the Association shall have the right, but not the obligation, to apply such security deposit in reduction of its alleged damages resulting from such failure or violation, which right shall be in addition to all other remedies provided for in the Declaration or these Bylaws. Upon any sale by such Unit Owner of his Unit, or at such time as such Unit Owner's equity in his Unit is sufficiently great to dispense with the necessity of such security deposit, any unapplied balance of said security deposit remaining to the credit of said Unit Owner shall be refunded, provided that such Unit Owner shall not be in default under any of his obligations under the Declaration or these Bylaws. Subject to applicable laws, the Association shall have the right to maintain all security deposits held by it as aforesaid in a single bank account and shall not be required to credit interest thereon to any Unit Owner; such interest, if any, to be paid to and retained by the Association. Said security deposit shall at all times be subject and subordinate to the lien in favor of the Association as described in the Declaration and all rights thereto shall inure to the benefit of the lienor.

#### ARTICLE VI

##### GENERAL PROVISIONS

Section 1. Indemnification of Board Members and Officers. Each Board member and officer of the Association, and each former Board Member and officer of the Association, shall be indemnified by the Association against the costs and expenses reasonably incurred by him in connection with the defense of any pending or threatened action, suit or proceeding, criminal or civil, to which he is or may be made a party by reason of his being or having been such Board member or officer of the Association (whether or not he is a Board member or officer at the time of incurring such costs and expenses), except with respect to matters as to which he shall be adjudged in such action, suit or proceeding to be liable for misconduct or negligence in the performance of his duty as such Board member or officer. In case of the settlement of any action, suit or proceeding to which any Board member or officer of the Association, or any former Board member or officer of the Association, is made a party or which may be threatened to be brought against him by reason of his being or having been a Board member or officer of the Association, he shall be indemnified by the Association against the costs and expenses (including the cost of settlement) reasonably

VOL 6875 PAGE 422

incurred by him in connection with such action, suit or proceeding (whether or not he is a Board member or officer at the time of incurring such costs and expenses), if (A) the Association shall be advised by independent counsel that such Board member or officer did not misconduct himself or was not negligent in the performance of his duty as such Board member or officer with respect to the matters covered by such action, suit or proceeding, and the cost to the Association of indemnifying such Board member or officer (and all other Board members and officers, if any, entitled to indemnification hereunder in such case) if such action, suit or proceeding were carried to a final adjudication in their favor could reasonably be expected to exceed the amount of costs and expenses to be reimbursed to such Board members and officers as a result of such settlement, or (B) disinterested Association members entitled to exercise a majority of the voting power shall, by vote at any annual or special meeting of the Association, approve such settlement and the reimbursement to such Board member or officer of such costs and expenses. The phrase "disinterested members" shall mean all members of the Association other than (i) any Board member or officer of the Association who at the time is or may be entitled to indemnification pursuant to the foregoing provisions, (ii) any corporation or organization of which any such Board member or officer owns of record or beneficially 10% or more of any class of voting securities, (iii) any firm of which such Board member or officer is a partner, and (iv) any spouse, child, parent, brother or sister of any such Board member or officer. The foregoing rights of indemnification shall inure to the benefit of their heirs and legal representatives of each such Board member or officer, and shall not be exclusive of other rights to which any Board member or officer may be entitled as a matter of law, under the Declaration, under any vote of Association members or under any agreement.

Section 2. Amendments. Provisions of these Bylaws may be amended by the Unit Owners at a meeting held for such purpose by the affirmative vote of those entitled to exercise not less than a majority of the voting power. No such amendment shall conflict with the provisions of the Declaration or of Chapter 5311 of the Ohio Revised Code.

Section 3. Definitions. The terms used in these Bylaws (except as herein otherwise expressly provided or unless the context otherwise requires) for all purposes of these Bylaws and of any amendment hereto shall have the respective meanings specified in Paragraph I of the Declaration.

Section 4. Gender and Grammar. The singular wherever used herein shall be constructed to mean the plural when applicable, and the necessary grammatical changes required to make the provisions hereof apply either to corporations,

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for Bylaws

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partnerships, men or women, shall in all cases be assumed as though in such case fully expressed.

Section 5. Captions. The captions of the various provision of these Bylaws are not part of the context hereof, but are merely labels to assist in locating the various provisions hereof.

IN WITNESS WHEREOF, Grantor as owner of all Units in the Ironwood Trail Condominiums hereby adopts these Bylaws as of this 12th day of April, 1984.

GREENWOOD LAND DEVELOPMENT, INC.

By [Signature] President

And [Signature] Secretary

VOL 6875 PAGE 423



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*Greenwood Land Devel. Inc.*

(10/30/84)

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GREENWOOD VILLAGE IRONWOOD TRAIL CONDOMINIUMS  
SAGAMORE HILLS TOWNSHIP, OHIO  
FIRST AMENDMENT TO DECLARATION OF CONDOMINIUM OWNERSHIP

This will certify that copies of this First Amendment to the Declaration of Condominium Ownership for Greenwood Village Ironwood Trail Condominiums, together with the Drawings attached hereto as Exhibit B, have been filed in the office of the County Auditor, Summit County, Ohio.

Dated: *November 5th*, 1984

TRANSFER NOT NECESSARY  
NOV - 5 1984  
Tim Davis, County Auditor

Description approved  
by Tax Map Dept.

*T.M.D.*  
10-30-84

TIM DAVIS, COUNTY AUDITOR

By *Jim Davis SR*

*10, 10413 SR.*

RECEIVED FOR RECORD  
NOV 5 1984  
At 12:35 o'clock P.M.  
RECORDED DEC 18 1984  
VOL 6875 Pg 11-120  
Summit County Recorder

\$71.20

CERTIFICATION OF FIRST AMENDMENT TO  
DECLARATION OF CONDOMINIUM OWNERSHIP  
FOR GREENWOOD VILLAGE IRONWOOD TRAIL CONDOMINIUMS

Greenwood Land Development, Inc. hereby certifies that attached hereto is the First Amendment to that certain Declaration of Condominium Ownership for Greenwood Village Ironwood Trail Condominiums (the "Declaration"), which Declaration was received for record on April 19, 1984 and recorded on April 30, 1984 in Volume 6875, Pages 361 to 424 of the Summit County Records together with the Drawings attached thereto as Exhibit B, which Drawings were filed for record in Cabinet A, Slide 327, of

*For Plat see Cabinet A*

*Slide 571-572*

*10/3/84*  
VOL 6994 PAGE 111

APPROVED AS TO FORM

*E. S. Smith*  
Assistant Prosecuting Attorney Summit County, Ohio

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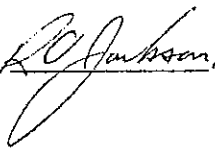
VOL 6994 PAGE 112

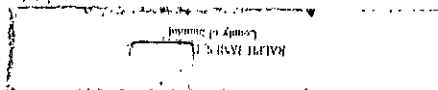
the Summit County Records; and that said First Amendment was duly adopted by Greenwood Land Development, Inc. and executed by its Vice President, Robert O. Jackson.

This Instrument  
Prepared By:

STUART A. LAVEN of  
Ulmer, Berne, Laronge,  
Glickman & Curtis  
900 Bond Court Building  
Cleveland, Ohio 44114  
(216) 621-8400

GREENWOOD LAND DEVELOPMENT, INC.

By  Vice President





(10/30/84)

FIRST AMENDMENT TO  
DECLARATION OF CONDOMINIUM OWNERSHIP  
FOR  
GREENWOOD VILLAGE IRONWOOD TRAIL CONDOMINIUMS

This First Amendment to Declaration of Condominium Ownership for Greenwood Village Ironwood Trail Condominiums ("First Amendment to Declaration"), executed this 30th day of October, 1984 by Greenwood Land Development, Inc. ("Grantor"),

WITNESSES THAT:

WHEREAS, Grantor, an Ohio corporation, acquired approximately 4.4994 acres of land (the "Land") located in Sagamore Hills Township, Summit County, Ohio for the purpose of constructing thereon certain residential dwelling units and facilities,

WHEREAS, on April 19, 1984, Grantor filed for record with the Recorder for Summit County, Ohio a Declaration of Condominium Ownership for Greenwood Village Ironwood Trail Condominiums (the "Declaration") and certain drawings (the "Drawings") attached thereto as Exhibit B wherein Grantor submitted for condominium ownership under the name of Greenwood Village Ironwood Trail Condominiums (the "Condominium Development") approximately 0.5022 acres of the Land (the "Phase I Land") and the two residential Units under construction thereon, said Declaration being recorded on April 30, 1984 in Volume 6875,

VOL 6894, PAGE 113

Pages 361-424 of the Summit County Records and said Drawings being filed for record in Cabinet A, Slide 327 of the Summit County Records;

WHEREAS, by virtue of Paragraphs 15 and 16 of the Declaration, Grantor reserved the right to amend the Declaration for the purpose of adding to and including in the Condominium Development all or any portion of the Land and the improvements constructed or to be constructed thereon, and making the necessary changes in the percentage of interest in the Common Areas appertaining to each Unit and such other changes as are necessary or appropriate;

WHEREAS, Grantor is the owner of the two (2) existing Units in the Condominium Development;

WHEREAS, Grantor desires to submit an additional .3373 acres of the Land and the improvements constructed and under construction thereon to the condominium form of ownership so that they shall become subject to the terms, conditions and covenants of the Declaration, as amended; and

WHEREAS, Grantor desires to make certain other amendments to the Declaration and the Drawings;

NOW, THEREFORE, Grantor hereby amends the Declaration and the Drawings as follows:

1. Paragraph 1.A.(i)., which sets forth the legal description of Parcel No. 1, is hereby amended to include the following .3373 acres of additional land (the "Phase II Land"):

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Situated in the Township of Sagamore Hills, County of Summit and State of Ohio and known as being part of Block "B" of the Greenwood Village Subdivision No. 5 as recorded in Cabinet A, Slides 216 and 217 of the Summit County Records. Said parcel is also a part of Original Northfield Township Lots 77 and 87 and more fully described as follows:

Beginning at the westerly terminus of the north line of Hemlock Lane, 50 feet wide, as shown by Greenwood Village Subdivision No. 5 as recorded in Cabinet A, Slides 216 and 217 of the Summit County Records;

Thence South  $14^{\circ} 29' 07''$  East, along the westerly line of Hemlock Lane, a distance of 56.00 feet to a point therein;

Thence in a southeasterly direction along the southwesterly line of the Hemlock Lane cul-de-sac and the arc of a circle curving to the left (central angle =  $80^{\circ} 00' 00''$ , radius = 50.00 feet, tangent = 41.96 feet, chord = 64.28 feet, and whose chord bearing is South  $54^{\circ} 29' 07''$  East), 69.81 feet to a point and principal place of beginning;

Thence South  $4^{\circ} 29' 07''$  East a distance of 25.14 feet to a point;

Thence South  $75^{\circ} 30' 53''$  West a distance of 203.20 feet to a point;

Thence North  $66^{\circ} 29' 07''$  West a distance of 44.34 feet to a point;

Thence North  $23^{\circ} 30' 53''$  East a distance of 25.00 feet to a point;

Thence North  $14^{\circ} 29' 07''$  West a distance of 83.00 feet to a point on the southerly line of the Greenwood Village Condominium Number 4, Parcel 5, as recorded in Plat Book 86, Pages 1 through 5 of the Summit County Records;

Thence North  $75^{\circ} 30' 53''$  East, along the southerly line of said Greenwood Village

Condominium Number 4, Parcel 5, a distance of 78.00 feet to a point therein;

Thence South  $14^{\circ} 29' 07''$  East a distance of 103.00 feet to a point;

Thence North  $75^{\circ} 30' 53''$  East a distance of 85.00 feet to a point;

Thence North  $42^{\circ} 40' 06''$  East a distance of 36.65 feet to a point in the curved line of the Hemlock Lane cul-de-sac;

Thence in a southeasterly direction along the southwesterly line of the Hemlock Lane cul-de-sac and the arc of a circle curving to the left (central angle =  $47^{\circ} 09' 13''$ , radius = 50.00 feet, tangent = 21.82 feet, chord = 40.00 feet, and whose chord bearing is South  $70^{\circ} 54' 48''$  East), 41.15 feet to a point and principal place of beginning and containing 0.3373 acres of land, be the same, more or less, but subject to all legal highways and easements of record.

As a result of the inclusion of the Phase II Land in Parcel No. 1, Parcel No. 1 now consists of a total of .83395 acres of land.

2. Paragraph 1.A.(ii)., which sets forth the legal description of Parcel No. 2, is hereby amended to delete therefrom the Phase II Land. As a result, Parcel No. 2 now consists of 3.6599 acres of land.

3. Paragraph 1.B.(xi)., entitled "Drawings", is deleted and the following substituted therefor:

"(xi) Drawings means the drawings prepared and certified by Steven V. Ciuni, Registered Surveyor No. 5284, and by Steven V. Ciuni, Licensed Professional Engineer No. 28363, in accordance with

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Section 5311.04 of the Ohio Revised Code, relating to the Condominium Property. The Drawings include the Site Plan for the Phase I Land dated February, 1984 and attached as Exhibit B to the Declaration, the Site Plan for the Phase II Land dated October, 1984 and attached as Exhibit B to the First Amendment to Declaration, the Drawing showing the elevation of the Buildings located on the Phase I Land attached as Exhibit B to this First Amendment to Declaration, and the Drawing showing the elevations of the Building located on the Phase II Land and attached as Exhibit B to this First Amendment to Declaration."

4. Paragraph 4, entitled "General Description of Condominium Property," is deleted and the following is substituted therefor:

"4. General Description of Condominium Property.

Until amended as provided in Paragraph 15 hereof, the Condominium Property consists of Parcel No. 1; the Parcel No. 1 Buildings and other improvements located thereon, including, without limitation the three (3) detached residential structures, attached two-car garages and patios; all easements, rights, and appurtenances belonging thereto; and all articles of personal property existing thereon for the common use of the Unit Owners. The first of such residential structures is one story in height and designated "915" on the Drawings; the second of such residential structures is two stories in height and designated "917" on the Drawings, and the third of such residential structures is one story in height and designated "950" on the Drawings. Units 915 and 917 are constructed principally

VOL 6994 PAGE 117

of cement block, brick veneer and wood, and Unit 950 is constructed principally of cement and wood. Units 915 and 917 have a crawl space beneath the first floor, while Unit 950 is "slab on grade" construction.

The location, perimeter dimensions and elevations of the Units and the location of the Common Areas are shown graphically on the Drawings."

5. Paragraph 5, entitled "Description of Units," is deleted and the following is substituted therefor:

"5. Description of Units.

Each Unit shall constitute a single freehold estate and shall consist of all the space bounded by the undecorated interior surfaces (whether plaster, drywall, wood, concrete or other materials) of the perimeter walls, windows and doors, the basement (if any) and garage floors and the roof of such Unit, projected, if necessary, by reason of structural divisions such as interior walls, floors, ceilings and other partitions, as may be necessary to form a complete enclosure of space with respect to such Unit (the exact perimeter dimensions and elevations of each Unit being shown on the Drawings), together with the decorated surfaces, including paint, lacquer, varnish, wallpaper, paneling, tile and any other finishing material applied to interior walls, doors, floors and ceilings and interior surfaces of perimeter walls, windows, doors, floors and ceilings (but excluding all Common Areas located within the bounds of a Unit)."

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6. The second subparagraph of Paragraph 6.B., which sets forth the percentage of interest in the Common Areas appurtenant to each Unit, is deleted and the following is substituted therefor:

"Until amended as provided in Paragraph 15 hereof, the percentage of interest in the Common Areas appurtenant to each Unit, as determined by Grantor in accordance with the provisions of Chapter 5311, shall be as follows:

<u>Unit Number</u>	<u>Percentage of Interest</u>
915	31.19
917	37.11
950	31.70"

7. Paragraph 15.B.(iii) is deleted and the following is substituted therefor:

"(iii) There are no limitations as to the location of any improvements that may be made on Parcel No. 2. Improvements may include, but are not limited to, sewers, utility lines, lakes, drives, roads and landscaping as may be necessary or desirable to serve any portion of Parcel No. 2, as well as Buildings. However, the Buildings constructed on Parcel No. 2 shall not contain in the aggregate more than fifteen (15) Units."

8. As set forth in Paragraph 16 of the Declaration, the foregoing First Amendment shall be effective as of the time it is delivered to the Summit County Recorder for recording. Except as amended by this First Amendment to Declaration, all the

VOL 6994 PAGE 120

terms and provisions of the Declaration shall remain in full force and effect.

IN WITNESS WHEREOF, Greenwood Land Development, Inc. has caused this instrument to be executed by its Vice President this 30th day of October, 1984.

Signed and Acknowledged in the presence of:

GREENWOOD LAND DEVELOPMENT, INC.  
("Grantor")

Stuart A. Javer

By Robert O. Jackson  
Vice President

William B. Caspary

STATE OF OHIO )  
COUNTY OF CUYAHOGA ) SS:

Before me, a Notary Public in and for said State and County, personally appeared the above-named Greenwood Land Development, Inc., an Ohio corporation, by Robert O. Jackson, its Vice President, who acknowledged that he did sign the foregoing instrument and that the same is the free act and deed of said Corporation and the free act and deed of him personally and as such officer.

IN TESTIMONY WHEREOF, I have hereunto subscribed my name and affixed my official seal at Cleveland, Ohio, this 30th day of October, 1984.

Received Nov. 5, 1984 at 12:35 P.M.  
Recorded Dec. 18, 1984  
Recorder's fee \$ 71.20

RALPH JAMES  
Recorder

Stuart A. Javer  
Notary Public  
STUART A. LAVEN, Attorney  
NOTARY PUBLIC - STATE OF OHIO  
My commission expires on the 15th day of  
October 1987 R. G.



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GREENWOOD VILLAGE IRONWOOD TRAIL CONDOMINIUMS

SAGAMORE HILLS TOWNSHIP, OHIO

SECOND AMENDMENT TO DECLARATION OF CONDOMINIUM OWNERSHIP

SEE PLAT CAB. B - SLIDE NO. 236-239

This will certify that copies of this Second Amendment to the Declaration of Condominium Ownership for Greenwood Village Ironwood Trail Condominiums, together with the Drawings attached thereto as Exhibit B, have been filed in the office of the County Auditor, Summit County, Ohio.

Dated: October 25, 1985

RECEIVED  
TIM DAVIS  
COUNTY AUDITOR

Tim Davis  
TIM DAVIS, COUNTY AUDITOR  
OCT 25 1985 PM  
7 8 9 10 11 12 1 2 3 4 5 6

APPROVED AS TO FORM

William E. Schell  
Assistant Prosecuting Attorney Summit County, Ohio

BY Mark B. Weisman  
Deputy Auditor

CERTIFICATION OF SECOND AMENDMENT TO  
DECLARATION OF CONDOMINIUM OWNERSHIP  
FOR GREENWOOD VILLAGE IRONWOOD TRAIL CONDOMINIUMS

DESCRIPTION APPROVED  
By Tim Davis  
10-24-85

TRANSFER NOT NECESSARY  
FILED IN  
Tim Davis, County Auditor

Greenwood Land Development, Inc. hereby certifies that attached hereto is the Second Amendment to that certain Declaration of Condominium Ownership for Greenwood Village Ironwood Trail Condominiums (the "Declaration"), which Declaration was received for record on April 19, 1984 and recorded on April 30, 1984 in Volume 6875, Pages 361 through 424 of the Summit County Records together with the Drawings attached thereto as Exhibit B, which Drawings were filed for record in Cabinet A, Slide 327, of


VOL 7137 PAGE 719

the Summit County Records; that the Declaration was subsequently amended by a First Amendment to Declaration of Condominium Ownership (the "First Amendment to Declaration"), which First Amendment to Declaration was received for record on November 5, 1984 and recorded on December 18, 1984 in Volume 6694, Pages 111 through 120 of the Summit County Records together with the Drawings attached thereto as Exhibit B, which Drawings were filed for record in Cabinet A, Slides 571 and 572 of the Summit County Records; and that said Second Amendment was duly adopted by Greenwood Land Development, Inc. and executed by its Vice President, Robert O. Jackson.

This Instrument  
Prepared By:

STUART A. LAVEN of  
Ulmer, Berne, Laronge,  
Glickman & Curtis  
900 Bond Court Building  
Cleveland, Ohio 44114  
(216) 621-8400

GREENWOOD LAND DEVELOPMENT, INC.

By , Vice President

SECOND AMENDMENT TO  
DECLARATION OF CONDOMINIUM OWNERSHIP  
FOR  
GREENWOOD VILLAGE IRONWOOD TRAIL CONDOMINIUMS

This Second Amendment to Declaration of Condominium Ownership for Greenwood Village Ironwood Trail Condominiums ("Second Amendment to Declaration"), executed this 24TH day of OCTOBER, 1985 by Greenwood Land Development, Inc. ("Grantor"),

WITNESSES THAT:

WHEREAS, Grantor, an Ohio corporation, acquired approximately 4.4994 acres of land (the "Land") located in Sagamore Hills Township, Summit County, Ohio for the purpose of constructing thereon certain residential dwelling units and facilities;

WHEREAS, on April 19, 1984, Grantor filed for record with the Recorder for Summit County, Ohio a Declaration of Condominium Ownership for Greenwood Village Ironwood Trail Condominiums (the "Declaration") and certain drawings (the "Drawings") attached thereto as Exhibit B wherein Grantor submitted for condominium ownership under the name of Greenwood Village Ironwood Trail Condominiums (the "Condominium Development") approximately 0.5022 acres of the Land (the "Phase I Land") and the two residential Units under construction thereon, said Declaration being recorded on April 30, 1984 in Volume 6875, Pages 361-424 of the Summit County Records and said Drawings

VOL 7137 PAGE 721

being filed for record in Cabinet A, Slide 327 of the Summit County Records;

WHEREAS, by virtue of Paragraphs 15 and 16 of the Declaration, Grantor reserved the right to amend the Declaration for the purpose of adding to and including in the Condominium Development all or any portion of the Land and the improvements constructed or to be constructed thereon, and making the necessary changes in the percentage of interest in the Common Areas appertaining to each Unit and such other changes as are necessary or appropriate;

WHEREAS, on November 5, 1984, Grantor filed for record with the Recorder for Summit County, Ohio a First Amendment to Declaration of Condominium Ownership for Greenwood Village Ironwood Trail Condominiums (the "First Amendment to Declaration") and certain drawings (the "Drawings") attached thereto as Exhibit B wherein Grantor submitted for condominium ownership under the name of Greenwood Village Ironwood Trail Condominiums an additional .3373 acres of land (the "Phase II Land") and the residential Unit under construction thereon, said First Amendment to Declaration being recorded on December 12, 1984 in Volume 6994, Pages 111-120 of the Summit County Records and said Drawings being filed for record in Cabinet A, Slides 571 and 572 of the Summit County Records, which First Amendment to Declaration also made certain other amendments to the Declaration and the Drawings;

WHEREAS, Grantor desires to submit an additional .7566 acres of the Land and the improvements constructed and under

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construction thereon to the condominium form of ownership so that they shall become subject to the terms, conditions and covenants of the Declaration, as amended; and

WHEREAS, Grantor desires to make certain other amendments to the Declaration and the Drawings;

NOW, THEREFORE, Grantor hereby further amends the Declaration and the Drawings as follows:

1. Paragraph 1.A.(i), which sets forth the legal description of Parcel No. 1, is hereby further amended to include the following .7566 acres of additional land (the "Phase III Land"):

Situated in the Township of Sagamore Hills, County of Summit and State of Ohio and known as being part of Block "B" of the Greenwood Village Subdivision No. 5 as recorded in Cabinet A, Slides 216 and 217 of the Summit County Records. Said parcel is also a part of Original Northfield Township Lots 77 and 87 and more fully described as follows:

Beginning at the westerly terminus of the north line of Hemlock Lane, 50 feet wide, as shown by Plat of Greenwood Village Subdivision No. 5 as recorded in Cabinet A, Slides 216 and 217 of the Summit County Records;

Thence South 75° 30' 53" West along the northerly line of Block "B" in said Greenwood Village Subdivision No. 5, a distance of 185.80 feet to a point therein and the principal place of beginning;

Thence South 75° 30' 53" West continuing along the northerly line of said Block "B", a distance of 115.20 feet to a point and northwesterly corner thereof;

Thence along the following courses of the southwesterly line of said Block "B" in Greenwood Village Subdivision No. 5;

South 14° 29' 07" East, a distance of 100.00 feet;

South 27° 42' 30" East, a distance of 70.00 feet;

South 69° 30' 00" East, a distance of 166.56 feet to a point therein;

Thence North 20° 41' 00" East, a distance of 163.49 feet to a point on the southerly line of Ironwood Trail Condominiums Phase II;

Thence along the following courses of the southwesterly line of said Ironwood Trail Condominiums Phase II;

South 75° 30' 53" West, a distance of 111.89 feet;

North 66° 29' 07" West, a distance of 44.34 feet;

North 23° 30' 53" East, a distance of 25.00 feet;

North 14° 29' 07" West, a distance of 83.00 feet to the principal place of beginning, and containing 0.7566 acres of land, be the same more or less but subject to all legal highways and easement of record.

As a result of the inclusion of the Phase III Land in Parcel No. 1, Parcel No. 1 now consists of a total of 1.59055 acres of land.

2. Paragraph 1.A.(ii)., which sets forth the legal description of Parcel No. 2, is hereby further amended to delete therefrom the Phase III Land. As a result, Parcel No. 2 now consists of 2.9033 acres of land.

3. Paragraph 1.B.(xi)., entitled "Drawings", is deleted and the following substituted therefor:

"(xi) Drawings means the drawings prepared and certified by Steven V. Ciuni, Registered Surveyor No. 5284, and by Steven V. Ciuni, Licensed Professional Engineer No. 28363, in accordance with Section 5311.04 of the Ohio Revised Code, relating to the Condominium Property. The Drawings include the Drawing showing the Site Plan for the Phase I Land dated February, 1984 and attached as Exhibit B to the Declaration, the Drawing showing the Site Plan for the Phase II Land dated October, 1984 and attached as Exhibit B to the First Amendment to Declaration, the Drawing showing the elevations of the Buildings located on the Phase I Land attached as

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Exhibit B to the First Amendment to Declaration, the Drawing showing the elevations of the Building located on the Phase II Land attached as Exhibit B to the First Amendment to Declaration; the Drawing showing the Site Plan for the Phase III Land dated September, 1985 attached as Exhibit B to this Second Amendment to Declaration, and the Drawings showing the elevations of the Buildings located on the Phase III Land attached as Exhibit B to this Second Amendment to Declaration."

4. Paragraph 4, entitled "General Description of Condominium Property," is deleted and the following is substituted therefor:

"4. General Description of Condominium Property.

Until amended as provided in Paragraph 15 hereof, the Condominium Property consists of Parcel No. 1; the Parcel No. 1 Buildings and other improvements located thereon, including, without limitation the six (6) detached residential structures, attached two-car garages and patios; all easements, rights, and appurtenances belonging thereto; and all articles of personal property existing thereon for the common use of the Unit Owners. The first of such residential structures is one story in height and designated "915" on the Drawings; the second of such residential structures is two stories in height and designated "917" on the Drawings; the third of such residential structures is one story in height and designated "950" on the Drawings; the fourth of such residential structures is one story in height and designated "944" on the Drawings; the fifth of such residential structures is one story in height and designated

"946" on the Drawings, and the sixth of such residential structures is two stories in height and designated "948" on the Drawings. Units 915 and 917 are constructed principally of cement block, brick veneer and wood, Unit 950 is constructed principally of cement and wood, and Units 946, 948 and 950 are constructed principally of cement block and wood. Units 915 and 917 have a crawl space beneath the first floor, Unit 950 is "slab on grade" construction, Units 944 and 946 have partial basements and Unit 948 has a full basement.

The location, perimeter dimensions and elevations of the Units and the location of the Common Areas are shown graphically on the Drawings."

5. The second subparagraph of Paragraph 6.B., which sets forth the percentage of interest in the Common Areas appurtenant to each Unit, is deleted and the following is substituted therefor:

"Until amended as provided in Paragraph 15 hereof, the percentage of interest in the Common Areas appurtenant to each Unit, as determined by Grantor in accordance with the provisions of Chapter 5311, shall be as follows:

Unit Number	Percentage of Interest
915	13.86
917	16.86
944	17.44
946	16.06
948	21.72
950	14.06"



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6. Paragraph 15.B.(iii) is deleted and the following is substituted therefor:

"(iii) There are no limitations as to the location of any improvements that may be made on Parcel No. 2. Improvements may include, but are not limited to, sewers, utility lines, lakes, drives, roads and landscaping as may be necessary or desirable to serve any portion of Parcel No. 2, as well as Buildings. However, the Buildings constructed on Parcel No. 2 shall not contain in the aggregate more than twelve (12) Units."

7. As set forth in Paragraph 16 of the Declaration, the foregoing Second Amendment to Declaration shall be effective as of the time it is delivered to the Summit County Recorder for recording. Except as amended by this Second Amendment to Declaration, all the terms and provisions of the Declaration, as amended by the First Amendment to Declaration, shall remain in full force and effect.

IN WITNESS WHEREOF, Greenwood Land Development, Inc. has caused this instrument to be executed by its Vice President this 24<sup>TH</sup> day of OCTOBER, 1985.

Signed and Acknowledged  
in the presence of:

Lozzy Smith  
Barb Fitch

GREENWOOD LAND DEVELOPMENT, INC.  
("Grantor")

By Robert O. Jackson  
Robert O. Jackson, Vice President

VOL 7137 PAGE 727

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VOL 7137 PAGE 728

STATE OF OHIO )  
COUNTY OF Cuyahoga ) SS:

Before me, a Notary Public in and for said State and County, personally appeared the above-named Greenwood Land Development, Inc., an Ohio corporation, by Robert O. Jackson, its Vice President, who acknowledged that he did sign the foregoing instrument and that the same is the free act and deed of said Corporation and the free act and deed of him personally and as such officer.

IN TESTIMONY WHEREOF, I have hereunto subscribed my name and affixed my official seal at WALTON HILLS, OH  
24th day of OCTOBER, 1985.



Roger J. Pivonka  
Notary Public  
ROGER J. PIVONKA  
NOTARY PUBLIC, STATE OF OHIO  
My Commission Expires April 1, 1988

Transferred, Not Necessary  
Received OCT. 28, 1985 at 1:00 PM  
Recorded NOV. 21, 1985  
Recorder's fee \$ 116.40 RALPH JAMES  
Recorder

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*Greenwood Land Devel. Inc.*

*To*

334468

✓ GREENWOOD VILLAGE IRONWOOD TRAIL CONDOMINIUMS

SAGAMORE HILLS TOWNSHIP, OHIO

THIRD AMENDMENT TO DECLARATION OF CONDOMINIUM OWNERSHIP

This will certify that copies of this Third Amendment to the Declaration of Condominium Ownership for Greenwood Village Ironwood Trail Condominiums, together with the Drawings attached thereto as Exhibit B, have been filed in the office of the County Auditor, Summit County, Ohio.

Dated: March 24, 1987

TRANSFER NOT NECESSARY  
MAR 24 1987  
Tim Davis, County Auditor

*Tim Davis*  
TIM DAVIS, COUNTY AUDITOR

COUNTY OF SUMMIT  
VOL. 7423 PG. 665-671  
RECEIVED FOR RECORD  
MAR 25 AM 9:56  
1987

RECORDED  
MAR 26 1987  
RALPH CO.  
SUMMIT OHIO

6875  
361  
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327

By *Cynthia Deputy Auditor*  
*See P.C. "C" Slide 205-209 for Plat*

CERTIFICATION OF THIRD AMENDMENT TO  
DECLARATION OF CONDOMINIUM OWNERSHIP  
GREENWOOD VILLAGE IRONWOOD TRAIL CONDOMINIUMS

Greenwood Land Development, Inc. hereby certifies that attached hereto is the Third Amendment to that certain Declaration of Condominium Ownership for Greenwood Village Ironwood Trail Condominiums (the "Declaration"), which Declaration was received for record on April 19, 1984 and recorded on April 30, 1984 in Volume 6875, Pages 361 through 424 of the Summit County Records together with the Drawings attached thereto as Exhibit B, which Drawings were filed for record in Cabinet A, Slide 327, of

VOL 7423 PAGE 665

*William E. Schuch*  
Auditor, Summit County, Ohio

VOL 7423 PAGE 666

the Summit County Records; that the Declaration was subsequently amended by a First Amendment to Declaration of Condominium Ownership (the "First Amendment to Declaration"), which First Amendment to Declaration was received for record on November 5, 1984 and recorded on December 18, 1984 in Volume 6694, Pages 111 through 120 of the Summit County Records together with the Drawings attached thereto as Exhibit B, which Drawings were filed for record in Cabinet A, Slides 571 and 572 of the Summit County Records; that the Declaration was subsequently further amended by a Second Amendment to Declaration of Condominium Ownership (the "Second Amendment to Declaration"), which Second Amendment to Declaration was received for record on October 25, 1985 and recorded on October 28, 1985 in Volume 7137, Pages 719 through 728 of the Summit County Records together with the Drawings attached thereto as Exhibit B, which Drawings were filed for record in Cabinet B, Slides 236 through 239 of the Summit County Records; and that said Third Amendment was duly adopted by Greenwood Land Development, Inc. and executed by its Vice President, Robert O. Jackson.

This Instrument  
Prepared By:

STUART A. LAVEN of  
Ulmer, Berne, Laronge,  
President  
Glickman & Curtis  
900 Bond Court Building  
Cleveland, Ohio 44114  
(216) 621-8400

GREENWOOD LAND DEVELOPMENT, INC.

By  Vice President

THIRD AMENDMENT TO  
DECLARATION OF CONDOMINIUM OWNERSHIP  
FOR  
GREENWOOD VILLAGE IRONWOOD TRAIL CONDOMINIUMS

This Third Amendment to Declaration of Condominium Ownership for Greenwood Village Ironwood Trail Condominiums ("Third Amendment to Declaration"), executed this \_\_\_\_\_ day of \_\_\_\_\_, 1987 by Greenwood Land Development, Inc. ("Grantor"),

WITNESSES THAT:

WHEREAS, Grantor, an Ohio corporation, acquired approximately 4.4994 acres of land (the "Land") located in Sagamore Hills Township, Summit County, Ohio for the purpose of constructing thereon certain residential dwelling units and facilities;

WHEREAS, on April 19, 1984, Grantor filed for record with the Recorder for Summit County, Ohio a Declaration of Condominium Ownership for Greenwood Village Ironwood Trail Condominiums (the "Declaration") and certain drawings (the "Drawings") attached thereto as Exhibit B wherein Grantor submitted for condominium ownership under the name of Greenwood Village Ironwood Trail Condominiums (the "Condominium Development") approximately 0.5022 acres of the Land (the "Phase I Land") and the two residential Units under construction thereon, said Declaration being recorded on April 30, 1984 in Volume 6875,

VOL 7423 PAGE 667

VOL. 7423 PAGE 668

Pages 361-424 of the Summit County Records and said Drawings being filed for record in Cabinet A, Slide 327 of the Summit County Records;

WHEREAS, by virtue of Paragraphs 15 and 16 of the Declaration, Grantor reserved the right to amend the Declaration for the purpose of adding to and including in the Condominium Development all or any portion of the Land and the improvements constructed or to be constructed thereon, and making the necessary changes in the percentage of interest in the Common Areas appertaining to each Unit and such other changes as are necessary or appropriate;

WHEREAS, on November 5, 1984, Grantor filed for record with the Recorder for Summit County, Ohio a First Amendment to Declaration of Condominium Ownership for Greenwood Village Ironwood Trail Condominiums (the "First Amendment to Declaration") and certain drawings (the "Drawings") attached thereto as Exhibit B wherein Grantor submitted for condominium ownership under the name of Greenwood Village Ironwood Trail Condominiums an additional .3373 acres of land (the "Phase II Land") and the residential Unit under construction thereon, said First Amendment to Declaration being recorded on December 12, 1984 in Volume 6994, Pages 111-120 of the Summit County Records and said Drawings being filed for record in Cabinet A, Slides 571 and 572 of the Summit County Records, which First Amendment to Declaration also made certain other amendments to the Declaration and the Drawings;

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WHEREAS, on October 25, 1985, Grantor filed for record with the Recorder for Summit County, Ohio a Second Amendment to Declaration of Condominium Ownership for Greenwood Village Ironwood Trail Condominiums (the "Second Amendment to Declaration") and certain drawings (the "Drawings") attached thereto as Exhibit B wherein Grantor submitted for condominium ownership under the name of Greenwood Village Ironwood Trail Condominiums an additional .7566 acres of land (the "Phase III Land") and the residential Units constructed and under construction thereon, said Second Amendment to Declaration being recorded on October 28, 1985 in Volume 7137, Pages 719-728 of the Summit County Records and said Drawings being filed for record in Cabinet B, Slides 236-239 of the Summit County Records, which Second Amendment to Declaration also made certain other amendments to the Declaration and the Drawings;

WHEREAS, Grantor desires to submit an additional .3796 acres of the Land and the improvements constructed and under construction thereon to the condominium form of ownership so that they shall become subject to the terms, conditions and covenants of the Declaration, as amended; and

WHEREAS, Grantor desires to make certain other amendments to the Declaration and the Drawings;

NOW, THEREFORE, Grantor hereby further amends the Declaration and the Drawings as follows:

1. Paragraph 1.A.(i)., which sets forth the legal description of Parcel No. 1, is hereby further amended to include

the following .3796 acres of additional land (the "Phase IV Land");

Situated in the Township of Sagamore Hills, County of Summit and State of Ohio and known as being part of Block "B" of the Greenwood Village Subdivision No. 5, as recorded in Cabinet A, Slides 216 and 217 of Summit County Map Records. Said parcel is also a part of original Northfield Township Lot 87 and further described as follows:

Beginning on the southerly line of Hemlock Lane, 50 feet wide, at the northeasterly corner of Block "B", as shown by Plat of Greenwood Village Subdivision No. 5 so recorded;

Thence South 14° 29' 07" East, along the easterly line of said Block "B", a distance of 129.30 feet to a point therein;

Thence South 75° 30' 53" West, a distance of 127.90 feet to a point;

Thence North 14° 29' 07" West, a distance of 129.30 feet to a point on the southerly line of Hemlock Lane, as aforesaid;

Thence North 75° 30' 53" East, along the southerly line of Hemlock Lane, a distance of 127.90 feet to a point and place of beginning and containing 0.3796 acre of land, be the same more or less, but subject to all legal highways and easements of record.

As a result of the inclusion of the Phase IV Land in Parcel No. 1, Parcel No. 1 now consists of a total of 1.9757 acres of land.

2. Paragraph 1.A.(ii)., which sets forth the legal description of Parcel No. 2, is hereby further amended to delete therefrom the Phase IV Land. As a result, Parcel No. 2 now consists of 2.5237 acres of land.



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3. Paragraph 1.B.(xi)., entitled "Drawings", is deleted and the following substituted therefor:

"(xi) Drawings means the drawings prepared and certified by Steven V. Ciuni, Registered Surveyor No. 5284, and by Steven V. Ciuni, Licensed Professional Engineer No. 28363, in accordance with Section 5311.04 of the Ohio Revised Code, relating to the Condominium Property. The Drawings include the Drawing showing the Site Plan for the Phase I Land dated February, 1984 and attached as Exhibit B to the Declaration, the Drawing showing the Site Plan for the Phase II Land dated October, 1984 and attached as Exhibit B to the First Amendment to Declaration, the Drawing showing the elevations of the Buildings located on the Phase I Land attached as Exhibit B to the First Amendment to Declaration, the Drawing showing the elevations of the Building located on the Phase II Land attached as Exhibit B to the First Amendment to Declaration, the Drawing showing the Site Plan for the Phase III Land dated September, 1985 attached as Exhibit B to the Second Amendment to Declaration, the Drawings showing the elevations of the Buildings located on the Phase III Land attached as Exhibit B to the Second Amendment to Declaration, the Drawings showing the Site Plan for the Phase IV Land dated March, 1987 attached as Exhibit B to this Third Amendment to Declaration, and the Drawings showing the elevations and floor plans of the Buildings located on the Phase IV Land attached as Exhibit B to this Third Amendment to Declaration."

4. Paragraph 4, entitled "General Description of Condominium Property," is deleted and the following is substituted therefor:

"4. General Description of Condominium Property.

Until amended as provided in Paragraph 15 hereof, the Condominium Property consists of Parcel No. 1; the Parcel No. 1 Buildings and other improvements located thereon, including, without limitation the six (6) detached and two (2) attached residential structures, attached two-car garages and patios and/or decks; all easements, rights, and appurtenances belonging thereto; and all articles of personal property existing thereon for the common use of the Unit Owners. The first of such residential structures is one story in height and designated "915" on the Drawings; the second of such residential structures is two stories in height and designated "917" on the Drawings; the third of such residential structures is one story in height and designated "950" on the Drawings; the fourth of such residential structures is one story in height and designated "944" on the Drawings; the fifth of such residential structures is one story in height and designated "946" on the Drawings; the sixth of such residential structures is two stories in height and designated "948" on the Drawings; and the seventh and eighth of such residential structures are attached structures two stories in height designated "914" and "916" respectively on the Drawings. Units 915 and 917 are constructed principally of cement block, brick veneer and wood, Unit 950 is constructed principally of cement and wood, and Units 946, 948, 950, 914 and 916 are constructed principally of cement block and wood. Units 915 and 917 have a crawl space beneath the first floor, Units 950, 914 and 916 are "slab on grade" construction, Units 944 and 946 have partial basements and Unit 948 has a full basement.

28e010

The location, perimeter dimensions and elevations of the Units and the location of the Common Areas are shown graphically on the Drawings."

5. The second subparagraph of Paragraph 6.B., which sets forth the percentage of interest in the Common Areas appurtenant to each Unit, is deleted and the following is substituted therefor:

"Until amended as provided in Paragraph 15 hereof, the percentage of interest in the Common Areas appurtenant to each Unit, as determined by Grantor in accordance with the provisions of Chapter 5311, shall be as follows:

<u>Unit Number</u>	<u>Percentage of Interest</u>
914	9.79
915	11.03
916	10.61
917	13.42
944	13.88
946	12.79
948	17.29
950	11.19"

6. Paragraph 15.B.(iii) is deleted and the following is substituted therefor:

"(iii) There are no limitations as to the location of any improvements that may be made on Parcel No. 2. Improvements may include, but are not limited to, sewers, utility lines, lakes, drives, roads and

landscaping as may be necessary or desirable to serve any portion of Parcel No. 2, as well as Buildings. However, the Buildings constructed on Parcel No. 2 shall not contain in the aggregate more than ten (10) Units."

7. As set forth in Paragraph 16 of the Declaration, the foregoing Third Amendment to Declaration shall be effective as of the time it is delivered to the Summit County Recorder for recording. Except as amended by this Third Amendment to Declaration, all the terms and provisions of the Declaration, as amended by the First Amendment to Declaration and Second Amendment to Declaration, shall remain in full force and effect.

IN WITNESS WHEREOF, Greenwood Land Development, Inc. has caused this instrument to be executed by its Vice President this 24th day of March, 1987.

Signed and Acknowledged  
in the presence of:

GREENWOOD LAND DEVELOPMENT, INC.  
("Grantor")

Joseph J. Stahl  
President  
Lozef Linko

By Robert O. Jackson  
Robert O. Jackson, Vice President

28e010

STATE OF OHIO )  
COUNTY OF CUYAHOGA ) SS:

Before me, a Notary Public in and for said State and County, personally appeared the above-named Greenwood Land Development, Inc., an Ohio corporation, by Robert O. Jackson, its Vice President, who acknowledged that he did sign the foregoing instrument and that the same is the free act and deed of said Corporation and the free act and deed of him personally and as such officer.

IN TESTIMONY WHEREOF, I have hereunto subscribed my name and affixed my official seal at WALTON HILLS, OHIO this 24th day of MARCH, 1987.



Roger J. Pivonka  
Notary Public  
ROGER J. PIVONKA  
NOTARY PUBLIC, STATE OF OHIO  
My Commission Expires April 1, 1988

GREENWOOD VILLAGE IRONWOOD TRAIL CONDOMINIUMS  
SAGAMORE HILLS TOWNSHIP, OHIO  
THIRD AMENDMENT TO DECLARATION OF CONDOMINIUM OWNERSHIP

This will certify that copies of this Third Amendment to the Declaration of Condominium Ownership for Greenwood Village Ironwood Trail Condominiums, together with the Drawings attached thereto as Exhibit B, have been filed in the office of the County Auditor, Summit County, Ohio.

Dated: \_\_\_\_\_, 1987

TIM DAVIS, COUNTY AUDITOR

By \_\_\_\_\_

CERTIFICATION OF THIRD AMENDMENT TO  
DECLARATION OF CONDOMINIUM OWNERSHIP  
FOR GREENWOOD VILLAGE IRONWOOD TRAIL CONDOMINIUMS

Greenwood Land Development, Inc. hereby certifies that attached hereto is the Third Amendment to that certain Declaration of Condominium Ownership for Greenwood Village Ironwood Trail Condominiums (the "Declaration"), which Declaration was received for record on April 19, 1984 and recorded on April 30, 1984 in Volume 6875, Pages 361 through 424 of the Summit County Records together with the Drawings attached thereto as Exhibit B, which Drawings were filed for record in Cabinet A, Slide 327, of

28e010-a

the Summit County Records; that the Declaration was subsequently amended by a First Amendment to Declaration of Condominium Ownership (the "First Amendment to Declaration"), which First Amendment to Declaration was received for record on November 5, 1984 and recorded on December 18, 1984 in Volume 6694, Pages 111 through 120 of the Summit County Records together with the Drawings attached thereto as Exhibit B, which Drawings were filed for record in Cabinet A, Slides 571 and 572 of the Summit County Records; that the Declaration was subsequently further amended by a Second Amendment to Declaration of Condominium Ownership (the "Second Amendment to Declaration"), which Second Amendment to Declaration was received for record on October 25, 1985 and recorded on October 28, 1985 in Volume 7137, Pages 719 through 728 of the Summit County Records together with the Drawings attached thereto as Exhibit B, which Drawings were filed for record in Cabinet B, Slides 236 through 239 of the Summit County Records; and that said Third Amendment was duly adopted by Greenwood Land Development, Inc. and executed by its Vice President, Robert O. Jackson.

This Instrument  
Prepared By:

STUART A. LAVEN of  
Ulmer, Berne, Laronge,  
President

Glickman & Curtis  
900 Bond Court Building  
Cleveland, Ohio 44114  
(216) 621-8400

GREENWOOD LAND DEVELOPMENT, INC.

BY  Vice President

VOL 7423 PAGE 677





28e010-a

INDEXED

TRANSFER NOT NECESSARY  
OCT 23 1987  
Tim Davis, County Auditor

For Platlee Cabinet c Slides 581-584

GREENWOOD VILLAGE IRONWOOD TRAIL CONDOMINIUMS

SAGAMORE HILLS TOWNSHIP, OHIO

34.03  
86.40  
120.43

FOURTH AMENDMENT TO DECLARATION OF CONDOMINIUM OWNERSHIP

This will certify that copies of this Fourth Amendment to the Declaration of Condominium Ownership for Greenwood Village Ironwood Trail Condominiums, together with the Drawings attached thereto as Exhibit B, have been filed in the office of the County Auditor, Summit County, Ohio.

Dated: Oct 23, 1987

*Tim Davis*

TIM DAVIS, COUNTY AUDITOR

APPROVED AS TO FORM

*William E. Schutt*  
Assistant Prosecuting Attorney Summit County, Ohio

By *Cuyper*

CERTIFICATION OF FOURTH AMENDMENT TO  
DECLARATION OF CONDOMINIUM OWNERSHIP  
FOR GREENWOOD VILLAGE IRONWOOD TRAIL CONDOMINIUMS

Greenwood Land Development, Inc. hereby certifies that attached hereto is the Fourth Amendment to that certain Declaration of Condominium Ownership for Greenwood Village Ironwood Trail Condominiums (the "Declaration"), which Declaration was received for record on April 19, 1984 and recorded on April 30, 1984 in Volume 6875, Pages 361 through 424 of the Summit County Records together with the Drawings attached thereto as Exhibit B, which Drawings were filed for record in Cabinet A, Slide 327, of

VOL 7515 PAGE 871

the Summit County Records; that the Declaration was subsequently amended by a First Amendment to Declaration of Condominium Ownership (the "First Amendment to Declaration"), which First Amendment to Declaration was received for record on November 5, 1984 and recorded on December 18, 1984 in Volume 6694, Pages 111 through 120 of the Summit County Records together with the Drawings attached thereto as Exhibit B, which Drawings were filed for record in Cabinet A, Slides 571 and 572 of the Summit County Records; that the Declaration was subsequently further amended by a Second Amendment to Declaration of Condominium Ownership (the "Second Amendment to Declaration"), which Second Amendment to Declaration was received for record on October 25, 1985 and recorded on October 28, 1985 in Volume 7137, Pages 719 through 728 of the Summit County Records together with the Drawings attached thereto as Exhibit B, which Drawings were filed for record in Cabinet B, Slides 236 through 239 of the Summit County Records; that the Declaration was subsequently further amended by a Third Amendment to Declaration of Condominium Ownership (the "Third Amendment to Declaration"), which Third Amendment to Declaration was received for record on March 25, 1987 and recorded on March 26, 1987 in Volume 7423, Pages 665 through 677, inclusive of the Summit County Records together with the Drawings attached thereto as Exhibit B, which Drawings were filed for record in Cabinet C, Slides 205 through 209, inclusive of the Summit County Records; and that said Fourth Amendment was duly

28e010-a

adopted by Greenwood Land Development, Inc. and executed by its  
Vice President, Robert O. Jackson.

This Instrument  
Prepared By:

STUART A. LAVEN of  
Ulmer, Berne, Laronge,  
Glickman & Curtis  
900 Bond Court Building  
Cleveland, Ohio 44114  
(216) 621-8400

GREENWOOD LAND DEVELOPMENT, INC.

By  Vice President

FOURTH AMENDMENT TO  
DECLARATION OF CONDOMINIUM OWNERSHIP  
FOR  
GREENWOOD VILLAGE IRONWOOD TRAIL CONDOMINIUMS

This Fourth Amendment to Declaration of Condominium Ownership for Greenwood Village Ironwood Trail Condominiums ("Fourth Amendment to Declaration"), executed this 22nd day of October, 1987 by Greenwood Land Development, Inc. ("Grantor"),

WITNESSES THAT:

WHEREAS, Grantor, an Ohio corporation, acquired approximately 4.4994 acres of land (the "Land") located in Sagamore Hills Township, Summit County, Ohio for the purpose of constructing thereon certain residential dwelling units and facilities;

WHEREAS, on April 19, 1984, Grantor filed for record with the Recorder for Summit County, Ohio a Declaration of Condominium Ownership for Greenwood Village Ironwood Trail Condominiums (the "Declaration") and certain drawings (the "Drawings") attached thereto as Exhibit B wherein Grantor submitted for condominium ownership under the name of Greenwood Village Ironwood Trail Condominiums (the "Condominium Development") approximately 0.5022 acres of the Land (the "Phase I Land") and the two residential Units under construction thereon, said Declaration being recorded on April 30, 1984 in Volume 6875,

28e010

Pages 361-424 of the Summit County Records and said Drawings being filed for record in Cabinet A, Slide 327 of the Summit County Records;

WHEREAS, by virtue of Paragraphs 15 and 16 of the Declaration, Grantor reserved the right to amend the Declaration for the purpose of adding to and including in the Condominium Development all or any portion of the Land and the improvements constructed or to be constructed thereon, and making the necessary changes in the percentage of interest in the Common Areas appertaining to each Unit and such other changes as are necessary or appropriate;

WHEREAS, on November 5, 1984, Grantor filed for record with the Recorder for Summit County, Ohio a First Amendment to Declaration of Condominium Ownership for Greenwood Village Ironwood Trail Condominiums (the "First Amendment to Declaration") and certain drawings (the "Drawings") attached thereto as Exhibit B wherein Grantor submitted for condominium ownership under the name of Greenwood Village Ironwood Trail Condominiums an additional .3373 acres of land (the "Phase II Land") and the residential Unit under construction thereon, said First Amendment to Declaration being recorded on December 12, 1984 in Volume 6994, Pages 111-120 of the Summit County Records and said Drawings being filed for record in Cabinet A, Slides 571 and 572 of the Summit County Records, which First Amendment to Declaration also made certain other amendments to the Declaration and the Drawings;

VOL 7515 PAGE 875

WHEREAS, on October 25, 1985, Grantor filed for record with the Recorder for Summit County, Ohio a Second Amendment to Declaration of Condominium Ownership for Greenwood Village Ironwood Trail Condominiums (the "Second Amendment to Declaration") and certain drawings (the "Drawings") attached thereto as Exhibit B wherein Grantor submitted for condominium ownership under the name of Greenwood Village Ironwood Trail Condominiums an additional .7566 acres of land (the "Phase III Land") and the residential Units constructed and under construction thereon, said Second Amendment to Declaration being recorded on October 28, 1985 in Volume 7137, Pages 719-728 of the Summit County Records and said Drawings being filed for record in Cabinet B, Slides 236-239 of the Summit County Records, which Second Amendment to Declaration also made certain other amendments to the Declaration and the Drawings;

WHEREAS, on March 26, 1987, Grantor filed for record with the Recorder for Summit County, Ohio a Third Amendment to Declaration of Condominium Ownership for Greenwood Village Ironwood Trail Condominiums (the "Third Amendment to Declaration") and certain drawings (the "Drawings") attached thereto as Exhibit B wherein Grantor submitted for condominium ownership under the name of Greenwood Village Ironwood Trail Condominiums an additional .3796 acres of land (the "Phase IV Land") and the residential Unit under construction thereon, said Third Amendment to Declaration being received for record on March 25, 1987 and recorded on March 26, 1987 in Volume 7423,

28e010

Pages 665 through 677, inclusive of the Summit County Records and said Drawings being filed for record in Cabinet C, Slides 205-209, inclusive of the Summit County Records, which Third Amendment to Declaration also made certain other amendments to the Declaration and the Drawings;

WHEREAS, Grantor desires to submit an additional .2531 acres of the Land and the improvements constructed and under construction thereon to the condominium form of ownership so that they shall become subject to the terms, conditions and covenants of the Declaration, as amended; and

WHEREAS, Grantor desires to make certain other amendments to the Declaration and the Drawings;

NOW, THEREFORE, Grantor hereby further amends the Declaration and the Drawings as follows:

1. Paragraph 1.A.(1)., which sets forth the legal description of Parcel No. 1, is hereby further amended to include the following .2531 acres of additional land (the "Phase V Land"):

Situated in the Township of Sagamore Hills, County of Summit and State of Ohio and known as being part of Block "E" of the Greenwood Village Sub-division No. 5 as recorded in Cabinet A, Slides 216 and 217 of the Summit County Records. Said parcel is also a part of Original Northfield Township Lots 77 and 87 and further described as follows:

Beginning at the westerly terminus of the north line of Hemlock Lane, 50 feet wide, as shown by Greenwood Village Subdivision No. 5 as recorded in Cabinet A, Slides 216 and 217 of the Summit County Records;

Thence South  $14^{\circ} 29' 07''$  East, along the westerly line of Hemlock Lane, a distance of 56.00 feet to a point of curvature;

Thence in a southeasterly direction and along the southwesterly line of the Hemlock Lane Cul-De-Sac and along the arc of a circle deflecting to the left, radius = 50.00 feet, delta =  $32^{\circ} 50' 47''$ , chord = 28.27 feet and whose chord bearing is South  $30^{\circ} 54' 31''$  East, a distance of 28.56 feet to a point therein;

Thence South  $42^{\circ} 40' 06''$  West a distance of 36.65 feet to an angle point;

Thence South  $75^{\circ} 30' 53''$  West a distance of 85.00 feet to a point;

Thence North  $14^{\circ} 29' 07''$  West a distance of 103.00 feet to a point on the southerly line of Amendment No. 4 to Greenwood Village Condominium No. 4, Parcel No. 5, as recorded in Plat Book 86, Pages 1 thru 5 of Summit County Records;

Thence North  $75^{\circ} 30' 53''$  East and along the southerly line of Amendment No. 4 to Greenwood Village Condominium No. 4, Parcel No. 5, and along its extension, a distance of 107.80 feet to the place of beginning and containing 0.2531 acre of land, be the same more or less, but subject to all legal highways and easements of record.

As a result of the inclusion of the Phase IV Land in Parcel No. 1, Parcel No. 1 now consists of a total of 1.9757 acres of land.

2. Paragraph 1.A.(ii)., which sets forth the legal description of Parcel No. 2, is hereby further amended to delete therefrom the Phase V Land. As a result, Parcel No. 2 now consists of 2.2706 acres of land.

3. Paragraph 1.B.(xi)., entitled "Drawings", is deleted and the following substituted therefor:



28e010

"(xi) Drawings means the drawings prepared and certified by Steven V. Ciuni, Registered Surveyor No. 5284, and by Steven V. Ciuni, Licensed Professional Engineer No. 28363, in accordance with, Section 5311.04 of the Ohio Revised Code, relating to the Condominium Property. The Drawings include the Drawing showing the Site Plan for the Phase I Land dated February, 1984 and attached as Exhibit B to the Declaration, the Drawing showing the Site Plan for the Phase II Land dated October, 1984 and attached as Exhibit B to the First Amendment to Declaration, the Drawing showing the elevations of the Buildings located on the Phase I Land attached as Exhibit B to the First Amendment to Declaration, the Drawing showing the elevations of the Building located on the Phase II Land attached as Exhibit B to the First Amendment to Declaration, the Drawing showing the Site Plan for the Phase III Land dated September, 1985 attached as Exhibit B to the Second Amendment to Declaration, the Drawings showing the elevations of the Buildings located on the Phase III Land attached as Exhibit B to the Second Amendment to Declaration, the Drawings showing the Site Plan for the Phase IV Land dated March, 1987 attached as Exhibit B to the Third Amendment to Declaration, the Drawings showing the elevations and floor plans of the Buildings located on the Phase IV Land attached as Exhibit B to the Third Amendment to Declaration, the Drawings showing the Site Plan for the Phase V Land dated October, 1987 and attached as Exhibit B to this Fourth Amendment to Declaration, and the Drawings showing the elevations and floor plan of the Building located on the Phase V Land attached as Exhibit B to this Fourth Amendment to Declaration."

VOL 7515 PAGE 879

4. Paragraph 4, entitled "General Description of Condominium Property," is deleted and the following is substituted therefor:

"4. General Description of Condominium Property.

Until amended as provided in Paragraph 15 hereof, the Condominium Property consists of Parcel No. 1; the Parcel No. 1 Buildings and other improvements located thereon, including, without limitation the seven (7) detached and two (2) attached residential structures, attached two-car garages and patios and/or decks; all easements, rights, and appurtenances belonging thereto; and all articles of personal property existing thereon for the common use of the Unit Owners. The first of such residential structures is one story in height and designated "915" on the Drawings; the second of such residential structures is two stories in height and designated "917" on the Drawings, the third of such residential structures is one story in height and designated "950" on the Drawings; the fourth of such residential structures is one story in height and designated "944" on the Drawings; the fifth of such residential structures is one story in height and designated "946" on the Drawings; the sixth of such residential structures is two stories in height and designated "948" on the Drawings; the seventh and eighth of such residential structures are attached structures two stories in height designated "914" and "916" respectively on the Drawings; and the ninth of such residential structures is one story in height and designated "952" on the Drawings. Units 915 and 917 are constructed principally of

28e010

cement block, brick veneer and wood, Unit 950 is constructed principally of cement and wood, and Units 946, 948, 944, 914, 916 and 952 are constructed principally of cement block and wood. Units 915 and 917 have a crawl space beneath the first floor, Units 950, 914 and 916 are "slab on grade" construction, Units 944, 946 and 952 have partial basements and Unit 948 has a full basement.

The location, perimeter dimensions and elevations of the Units and the location of the Common Areas are shown graphically on the Drawings."

5. The second subparagraph of Paragraph 6.B., which sets forth the percentage of interest in the Common Areas appurtenant to each Unit, is deleted and the following is substituted therefor:

"Until amended as provided in Paragraph 15 hereof, the percentage of interest in the Common Areas appurtenant to each Unit, as determined by Grantor in accordance with the provisions of Chapter 5311, shall be as follows:

<u>Unit Number</u>	<u>Percentage of Interest</u>
914	8.59
915	9.69
916	9.31
917	11.78
944	12.17
946	11.22
948	15.17

VOL 7515 PAGE 881

950

9.81

952

12.26"

6. Paragraph 15.B.(iii) is deleted and the following is substituted therefor:

"(iii) There are no limitations as to the location of any improvements that may be made on Parcel No. 2. Improvements may include, but are not limited to, sewers, utility lines, lakes, drives, roads and landscaping as may be necessary or desirable to serve any portion of Parcel No. 2, as well as Buildings. However, the Buildings constructed on Parcel No. 2 shall not contain in the aggregate more than nine (9) Units."

7. As set forth in Paragraph 16 of the Declaration, the foregoing Fourth Amendment to Declaration shall be effective as of the time it is delivered to the Summit County Recorder for recording. Except as amended by this Fourth Amendment to Declaration, all the terms and provisions of the Declaration, as amended by the First Amendment to Declaration, the Second Amendment to Declaration and the Third Amendment to Declaration, shall remain in full force and effect.

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IN WITNESS WHEREOF, Greenwood Land Development, Inc.  
has caused this instrument to be executed by its Vice President  
this 23<sup>rd</sup> day of OCTOBER, 1987.

Signed and Acknowledged  
in the presence of:

GREENWOOD LAND DEVELOPMENT, INC.  
("Grantor")

Roger J. Luvato  
Byron Resnick

By Robert O. Jackson  
Robert O. Jackson, Vice President

VOL 7515 PAGE 883

STATE OF OHIO )  
COUNTY OF CUYAHOGA ) SS:

Before me, a Notary Public in and for said State and County, personally appeared the above-named Greenwood Land Development, Inc., an Ohio corporation, by Robert O. Jackson, its Vice President, who acknowledged that he did sign the foregoing instrument and that the same is the free act and deed of said Corporation and the free act and deed of him personally and as such officer.

IN TESTIMONY WHEREOF, I have hereunto subscribed my name and affixed my official seal at WALTON HILLS, OHIO, this 23rd day of OCTOBER, 1987.



*Roger J. Pivonka*  
Notary Public  
ROGER J. PIVONKA  
NOTARY PUBLIC, STATE OF OHIO  
My Commission Expires April 1, 1988

INDEXED

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*Greenwood Land Development Inc.*

*Greenwood Village Condominiums*

COUNTY OF SUMMIT  
VOL. 7515 PG. 884-884  
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87 OCT 26 AM 8:22  
RECORDED OCT 27 1987  
RALPH JAMES - RECORDER  
CO. OF SUMMIT OHIO

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✓ Greenwood Land Development Inc.  
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✓ GREENWOOD VILLAGE IRONWOOD TRAIL CONDOMINIUMS

SAGAMORE HILLS TOWNSHIP, OHIO

FIFTH AMENDMENT TO DECLARATION OF CONDOMINIUM OWNERSHIP

This will certify that copies of this Fifth Amendment to the Declaration of Condominium Ownership for Greenwood Village Ironwood Trail Condominiums, together with the Drawings attached thereto as Exhibit B, have been filed in the office of the County Auditor, Summit County, Ohio.

Dated: January 7, 1988

TRANSFER NOT NECESSARY  
JAN 7 1988  
Tim Davis, County Auditor

Tim Davis  
TIM DAVIS, COUNTY AUDITOR

NOT TO BE USED FOR  
William E. Schuch  
Assistant Auditor, Summit County, Ohio

By C. J. J. J.  
Deputy Auditor

CERTIFICATION OF FIFTH AMENDMENT TO  
DECLARATION OF CONDOMINIUM OWNERSHIP  
FOR GREENWOOD VILLAGE IRONWOOD TRAIL CONDOMINIUMS

Greenwood Land Development, Inc. hereby certifies that attached hereto is the Fifth Amendment to that certain Declaration of Condominium Ownership for Greenwood Village Ironwood Trail Condominiums (the "Declaration"), which Declaration was received for record on April 19, 1984 and recorded on April 30, 1984 in Volume 6875, Pages 361 through 424 of the Summit County Records together with the Drawings attached thereto as Exhibit B, which Drawings were filed for record in Cabinet A, Slide 327, of

the Summit County Records; that the Declaration was subsequently amended by a First Amendment to Declaration of Condominium Ownership (the "First Amendment to Declaration"), which First Amendment to Declaration was received for record on November 5, 1984 and recorded on December 18, 1984 in Volume 6694, Pages 111 through 120 of the Summit County Records together with the Drawings attached thereto as Exhibit B, which Drawings were filed for record in Cabinet A, Slides 571 and 572 of the Summit County Records; that the Declaration was subsequently further amended by a Second Amendment to Declaration of Condominium Ownership (the "Second Amendment to Declaration"), which Second Amendment to Declaration was received for record on October 25, 1985 and recorded on October 28, 1985 in Volume 7137, Pages 719 through 728 of the Summit County Records together with the Drawings attached thereto as Exhibit B, which Drawings were filed for record in Cabinet B, Slides 236 through 239 of the Summit County Records; that the Declaration was subsequently further amended by a Third Amendment to Declaration of Condominium Ownership (the "Third Amendment to Declaration"), which Third Amendment to Declaration was received for record on March 25, 1987 and recorded on March 26, 1987 in Volume 7423, Pages 665 through 677, inclusive of the Summit County Records together with the Drawings attached thereto as Exhibit B, which Drawings were filed for record in Cabinet C, Slides 205 through 209, inclusive of the Summit County Records; that the Declaration was subsequently further amended by a Fourth Amendment to Declaration of



Condominium Ownership (the "Fourth Amendment to Declaration"), which Fourth Amendment to Declaration was received for record on October 23, 1987 and recorded on October 26, 1987 in Volume 7515, Pages 871, et seq., of the Summit County Records together with the Drawings attached thereto as Exhibit B, which Drawings were filed for record in Cabinet C, Slides 581-584, inclusive, of the Summit County Records; and that said Fifth Amendment was duly adopted by Greenwood Land Development, Inc. and executed by its Vice President, Robert O. Jackson.

This Instrument  
Prepared By:

STUART A. LAVEN of  
Ulmer, Berne, Laronge,  
Glickman & Curtis  
900 Bond Court Building  
Cleveland, Ohio 44114  
(216) 621-8400

GREENWOOD LAND DEVELOPMENT, INC.

By  Vice President

FIFTH AMENDMENT TO  
DECLARATION OF CONDOMINIUM OWNERSHIP  
FOR  
GREENWOOD VILLAGE IRONWOOD TRAIL CONDOMINIUMS

This Fifth Amendment to Declaration of Condominium Ownership for Greenwood Village Ironwood Trail Condominiums ("Fifth Amendment to Declaration"), executed this \_\_\_\_ day of January, 1988 by Greenwood Land Development, Inc. ("Grantor"),

WITNESSES THAT:

WHEREAS, Grantor, an Ohio corporation, acquired approximately 4.4994 acres of land (the "Land") located in Sagamore Hills Township, Summit County, Ohio for the purpose of constructing thereon certain residential dwelling units and facilities;

WHEREAS, on April 19, 1984, Grantor filed for record with the Recorder for Summit County, Ohio a Declaration of Condominium Ownership for Greenwood Village Ironwood Trail Condominiums (the "Declaration") and certain drawings (the "Drawings") attached thereto as Exhibit B wherein Grantor submitted for condominium ownership under the name of Greenwood Village Ironwood Trail Condominiums (the "Condominium Development") approximately 0.5022 acres of the Land (the "Phase I Land") and the two residential Units under construction thereon, said Declaration being recorded on April 30, 1984 in Volume 6875,

Pages 361-424 of the Summit County Records and said Drawings being filed for record in Cabinet A, Slide 327 of the Summit County Records;

WHEREAS, by virtue of Paragraphs 15 and 16 of the Declaration, Grantor reserved the right to amend the Declaration for the purpose of adding to and including in the Condominium Development all or any portion of the Land and the improvements constructed or to be constructed thereon, and making the necessary changes in the percentage of interest in the Common Areas appertaining to each Unit and such other changes as are necessary or appropriate;

WHEREAS, on November 5, 1984, Grantor filed for record with the Recorder for Summit County, Ohio a First Amendment to Declaration of Condominium Ownership for Greenwood Village Ironwood Trail Condominiums (the "First Amendment to Declaration") and certain drawings (the "Drawings") attached thereto as Exhibit B wherein Grantor submitted for condominium ownership under the name of Greenwood Village Ironwood Trail Condominiums an additional .3373 acres of land (the "Phase II Land") and the residential Unit under construction thereon, said First Amendment to Declaration being recorded on December 12, 1984 in Volume 6994, Pages 111-120 of the Summit County Records and said Drawings being filed for record in Cabinet A, Slides 571 and 572 of the Summit County Records, which First Amendment to Declaration also made certain other amendments to the Declaration and the Drawings;

WHEREAS, on October 25, 1985, Grantor filed for record with the Recorder for Summit County, Ohio a Second Amendment to Declaration of Condominium Ownership for Greenwood Village Ironwood Trail Condominiums (the "Second Amendment to Declaration") and certain drawings (the "Drawings") attached thereto as Exhibit B wherein Grantor submitted for condominium ownership under the name of Greenwood Village Ironwood Trail Condominiums an additional .7566 acres of land (the "Phase III Land") and the residential Units constructed and under construction thereon, said Second Amendment to Declaration being recorded on October 28, 1985 in Volume 7137, Pages 719-728 of the Summit County Records and said Drawings being filed for record in Cabinet B, Slides 236-239 of the Summit County Records, which Second Amendment to Declaration also made certain other amendments to the Declaration and the Drawings;

WHEREAS, on March 26, 1987, Grantor filed for record with the Recorder for Summit County, Ohio a Third Amendment to Declaration of Condominium Ownership for Greenwood Village Ironwood Trail Condominiums (the "Third Amendment to Declaration") and certain drawings (the "Drawings") attached thereto as Exhibit B wherein Grantor submitted for condominium ownership under the name of Greenwood Village Ironwood Trail Condominiums an additional .3796 acres of land (the "Phase IV Land") and the residential Unit under construction thereon, said Third Amendment to Declaration being received for record on March 25, 1987 and recorded on March 26, 1987 in Volume 7423, Pages 665 through 677, inclusive

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of the Summit County Records and said Drawings being filed for record in Cabinet C, Slides 205-209, inclusive of the Summit County Records, which Third Amendment to Declaration also made certain other amendments to the Declaration and the Drawings;

WHEREAS, on April 23, 1987, Grantor filed for a record with the Recorder for Summit County, Ohio a Fourth Amendment to Declaration of Condominium Ownership for Greenwood Village Ironwood Trail Condominiums (the "Fourth Amendment to Declaration") and certain drawings (the "Drawings") attached thereto as Exhibit B wherein Grantor submitted for condominium ownership under the name of Greenwood Village Ironwood Trail Condominiums an additional .2531 acres of land (the "Phase V Land") and the residential unit constructed and under construction thereon, said Fourth Amendment to Declaration being received for record on October 23, 1987 and recorded on October 26, 1987 in Volume 7515, Pages 871, et seq. of the Summit County Records and said Drawings being filed for record in Cabinet C, Slides 581-584, inclusive, of the Summit County Records, which Fourth Amendment to Declaration also made certain other amendments to the Declaration and the Drawings;

WHEREAS, Grantor desires to submit an additional .3744 acres of the Land and the improvements constructed and under construction thereon to the condominium form of ownership so that they shall become subject to the terms, conditions and covenants of the Declaration, as amended; and

VOL 7566 PAGE 542

WHEREAS, Grantor desires to make certain other amendments to the Declaration and the Drawings;

NOW, THEREFORE, Grantor hereby further amends the Declaration and the Drawings as follows:

1. Paragraph 1.A.(i)., which sets forth the legal description of Parcel No. 1, is hereby further amended to include the following .3744 acres of additional land (the "Phase VI Land"):

Situated in the Township of Sagamore Hills, County of Summit and State of Ohio and known as being part of Block "B" in the Greenwood Village Subdivision No. 5, as shown by plat recorded in Cabinet A, Slides 216 and 217 of Summit County Records, and also known as being a part of Original Northfield Township Lots 77 and 87 and further described as follows:

Beginning at a point in the southerly line of Hemlock Lane, 50 feet wide, at the northeasterly corner of Block "B" in the Greenwood Village Subdivision No. 5, so recorded;

Thence South  $75^{\circ} 30' 53''$  West and along said southerly line of Hemlock Lane, a distance of 127.90 feet to a point therein and the principal place of beginning for the land herein described;

Thence South  $75^{\circ} 30' 53''$  West and continuing along said southerly line of Hemlock Lane, a distance of 96.72 feet to a point therein;

Thence South  $14^{\circ} 29' 07''$  East, a distance of 159.30 feet to a point and southwesterly corner of the land herein described;

Thence North  $75^{\circ} 30' 53''$  East, a distance of 126.72 feet to a point and southeasterly corner of the land herein described;

Thence North  $14^{\circ} 29' 07''$  West a distance of 30.00 feet to a point;

Thence South  $75^{\circ} 30' 53''$  West a distance of 30.00 feet to a point;

Thence North  $14^{\circ} 29' 07''$  West a distance of 129.30 feet to a point on the southerly line of Hemlock Lane as aforesaid, and the principal place of beginning for the land herein described and containing 0.3744 acre of land, be the same, more or less, but subject to all legal highways and easements of record.

286010

As a result of the inclusion of the Phase VI Land in Parcel No. 1, Parcel No. 1 now consists of a total of 2.6032 acres of land.

2. Paragraph 1.A.(ii)., which sets forth the legal description of Parcel No. 2, is hereby further amended to delete therefrom the Phase VI Land. As a result, Parcel No. 2 now consists of 1.8960 acres of land.

3. Paragraph 1.B.(xi)., entitled "Drawings", is deleted and the following substituted therefor:

"(xi) Drawings means the drawings prepared and certified by Steven V. Ciuni, Registered Surveyor No. 5284, and by Steven V. Ciuni, Licensed Professional Engineer No. 28363, in accordance with Section 5311.04 of the Ohio Revised Code, relating to the Condominium Property. The Drawings include the Drawing showing the Site Plan for the Phase I Land dated February, 1984 and attached as Exhibit B to the Declaration, the Drawing showing the Site Plan for the Phase II Land dated October, 1984 and attached as Exhibit B to the First Amendment to Declaration, the Drawing showing the elevations of the Buildings located on the Phase I Land attached as Exhibit B to the First Amendment to Declaration, the Drawing showing the elevations of the Building located on the Phase II Land attached as Exhibit B to the First Amendment to Declaration, the Drawing showing the Site Plan for the Phase III Land dated September, 1985 attached as Exhibit B to the Second Amendment to Declaration, the Drawings showing the elevations of the Buildings located on the Phase III Land attached as Exhibit B to the Second Amendment to Declaration, the Drawings showing the Site Plan for the Phase IV Land dated March, 1987 attached as Exhibit B to the Third Amendment to

Declaration, the Drawings showing the elevations and floor plans of the Buildings located on the Phase IV Land attached as Exhibit B to the Third Amendment to Declaration, the Drawings showing the Site Plan for the Phase V Land dated October, 1987 and attached as Exhibit B to the Fourth Amendment to Declaration, the Drawings showing the elevations and floor plan of the Building located on the Phase V Land attached as Exhibit B to the Fourth Amendment to Declaration, the Drawings showing the Site Plan for the Phase VI Land dated November, 1987 and attached as Exhibit B to this Fifth Amendment to Declaration, and the Drawings showing the elevations and floor plan of the Building located on the Phase VI Land attached as Exhibit B to this Fifth Amendment to Declaration."

4. Paragraph 4, entitled "General Description of Condominium Property," is deleted and the following is substituted therefor:

"4. General Description of Condominium Property.

Until amended as provided in Paragraph 15 hereof, the Condominium Property consists of Parcel No. 1; the Parcel No. 1 Buildings and other improvements located thereon, including, without limitation the eight (8) detached and two (2) attached residential structures, attached two-car garages and patios and/or decks; all easements, rights, and appurtenances belonging thereto; and all articles of personal property existing thereon for the common use of the Unit Owners. The first of such residential structures is one story in height and designated "915" on the Drawings; the second of such residential structures is two stories in height and designated



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"917" on the Drawings, the third of such residential structures is one story in height and designated "950" on the Drawings; the fourth of such residential structures is one story in height and designated "944" on the Drawings; the fifth of such residential structures is one story in height and designated "946" on the Drawings; the sixth of such residential structures is two stories in height and designated "948" on the Drawings; the seventh and eighth of such residential structures are attached structures two stories in height designated "914" and "916" respectively on the Drawings; the ninth of such residential structures is one story in height and designated "952" on the Drawings; and the tenth of such residential structures is one story in height and designated "930" on the Drawings. Units 915 and 917 are constructed principally of cement block, brick veneer and wood, Unit 950 is constructed principally of cement and wood, and Units 930, 946, 948, 944, 914, 916 and 952 are constructed principally of cement block and wood. Units 915 and 917 have a crawl space beneath the first floor, Units 930, 950, 914 and 916 are "slab on grade" construction, Units 944, 946 and 952 have partial basements and Unit 948 has a full basement.

The location, perimeter dimensions and elevations of the Units and the location of the Common Areas are shown graphically on the Drawings."

5. The second subparagraph of Paragraph 6.B., which sets forth the percentage of interest in the Common Areas appurtenant to each Unit, is deleted and the following is substituted therefor:

VOL 7566 PAGE 546

"Until amended as provided in Paragraph 15 hereof, the percentage of interest in the Common Areas appurtenant to each Unit, as determined by Grantor in accordance with the provisions of Chapter 5311, shall be as follows:

<u>Unit Number</u>	<u>Percentage of Interest</u>
914	7.79
915	8.78
916	8.44
917	10.68
930	9.32
944	11.04
946	10.17
948	13.76
950	8.90
952	11.12"

6. Paragraph 15.B.(iii) is deleted and the following is substituted therefor:

"(iii) There are no limitations as to the location of any improvements that may be made on Parcel No. 2. Improvements may include, but are not limited to, sewers, utility lines, lakes, drives, roads and landscaping as may be necessary or desirable to serve any portion of Parcel No. 2, as well as Buildings. However, the Buildings constructed on Parcel No. 2 shall not contain in the aggregate more than eight (8) Units."

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7. As set forth in Paragraph 16 of the Declaration, the foregoing Fifth Amendment to Declaration shall be effective as of the time it is delivered to the Summit County Recorder for recording. Except as amended by this Fifth Amendment to Declaration, all the terms and provisions of the Declaration, as amended by the First Amendment to Declaration, the Second Amendment to Declaration, the Third Amendment to Declaration and the Fourth Amendment to Declaration, shall remain in full force and effect.

IN WITNESS WHEREOF, Greenwood Land Development, Inc. has caused this instrument to be executed by its Vice President this 7th day of January, 1988.

Signed and Acknowledged  
in the presence of:

GREENWOOD LAND DEVELOPMENT, INC.  
("Grantor")

Laura S. Koh  
Robert O. Jackson

By Robert O. Jackson  
Robert O. Jackson, Vice President

STATE OF OHIO )  
 ) SS:  
 COUNTY OF CUYAHOGA )

Before me, a Notary Public in and for said State and County, personally appeared the above-named Greenwood Land Development, Inc., an Ohio corporation, by Robert O. Jackson, its Vice President, who acknowledged that he did sign the foregoing instrument and that the same is the free act and deed of said Corporation and the free act and deed of him personally and as such officer.

IN TESTIMONY WHEREOF, I have hereunto subscribed my name and affixed my official seal at WILTON HILLS, OHIO, this 7th day of JANUARY, 1988.



*Roger J. Pivonka*  
 Notary Public

ROGER J. PIVONKA  
 NOTARY PUBLIC, STATE OF OHIO  
 My Commission Expires April 1, 1988

COUNTY OF SUMMIT  
 VOL 2866 PG 535-548  
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RECORDED JAN 11 1988  
 RALPH JAMES - RECORDER  
 CO. OF SUMMIT OHIO

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COUNTY OF SUMMIT  
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RALPH JAMES - RECORDER

FEE \$ PLAT + 108.00

AMEND + 38.00

TOTAL 146.00

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MAIL TO:

GUARDIAN TITLE CO.

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TRANSFER NOT NECESSARY  
JUN 29 1988  
Tim Davis, County Auditor

GREENWOOD VILLAGE IRONWOOD TRAIL CONDOMINIUMS

SAGAMORE HILLS TOWNSHIP, OHIO

SIXTH AMENDMENT TO DECLARATION OF CONDOMINIUM OWNERSHIP

This will certify that copies of this Sixth Amendment to the Declaration of Condominium Ownership for Greenwood Village Ironwood Trail Condominiums, together with the Drawings attached thereto as Exhibit B, have been filed in the office of the County Auditor, Summit County, Ohio.

Dated: June 29, 1988

*Tim Davis*

TIM DAVIS, COUNTY AUDITOR

APPROVED AS TO FORM

*William E. Schmitt*  
Assistant Prosecuting Attorney Summit County, Ohio

By *Deane Lawrence*

CERTIFICATION OF SIXTH AMENDMENT TO  
DECLARATION OF CONDOMINIUM OWNERSHIP  
FOR GREENWOOD VILLAGE IRONWOOD TRAIL CONDOMINIUMS

Greenwood Land Development, Inc. hereby certifies that attached hereto is the Sixth Amendment to that certain Declaration of Condominium Ownership for Greenwood Village Ironwood Trail Condominiums (the "Declaration"), which Declaration was received for record on April 19, 1984 and recorded on April 30, 1984 in Volume 6875, Pages 361 through 424 of the Summit County Records together with the Drawings attached thereto as Exhibit B, which Drawings were filed for record in Cabinet A, Slide 327, of

OR 066-453

"Fourth Amendment to Declaration"), which Fourth Amendment to Declaration was received for record on October 23, 1987 and recorded on October 26, 1987 in Volume 7515, Pages 871, et seq., of the Summit County Records together with the Drawings attached thereto as Exhibit B, which Drawings were filed for record in Cabinet C, Slides 581-584, inclusive, of the Summit County Records; that the Declaration was subsequently further amended by a Fifth Amendment to Declaration of Condominium Ownership (the "Fifth Amendment to Declaration"), which Fifth Amendment to Declaration was received for record on January 8, 1988 and recorded on January 11, 1988 in Volume 7566, Pages 535, et seq., of the Summit County Records together with the Drawings attached thereto as Exhibit B, which Drawings were filed for record in Cabinet C, Slides 753-756, inclusive, of the Summit County Records; and that said Sixth Amendment was duly adopted by Greenwood Land Development, Inc. and executed by its Vice President, Robert O. Jackson.

This Instrument  
Prepared By:

GREENWOOD LAND DEVELOPMENT, INC.

STUART A. LAVEN of  
Ulmer & Berne  
900 Bond Court Building  
Cleveland, Ohio 44114  
(216) 621-8400

By  Vice President

SIXTH AMENDMENT TO  
DECLARATION OF CONDOMINIUM OWNERSHIP  
FOR  
GREENWOOD VILLAGE IRONWOOD TRAIL CONDOMINIUMS

This Sixth Amendment to Declaration of Condominium Ownership for Greenwood Village Ironwood Trail Condominiums ("Sixth Amendment to Declaration"), executed this \_\_\_\_ day of June, 1988 by Greenwood Land Development, Inc. ("Grantor"),

WITNESSES THAT:

WHEREAS, Grantor, an Ohio corporation, acquired approximately 4.4994 acres of land (the "Land") located in Sagamore Hills Township, Summit County, Ohio for the purpose of constructing thereon certain residential dwelling units and facilities;

WHEREAS, on April 19, 1984, Grantor filed for record with the Recorder for Summit County, Ohio a Declaration of Condominium Ownership for Greenwood Village Ironwood Trail Condominiums (the "Declaration") and certain drawings (the "Drawings") attached thereto as Exhibit B wherein Grantor submitted for condominium ownership under the name of Greenwood Village Ironwood Trail Condominiums (the "Condominium Development") approximately 0.5022 acres of the Land (the "Phase I Land") and the two residential Units under construction thereon, said Declaration being recorded on April 30, 1984 in Volume 6875, Pages 361-424 of the Summit County Records and said Drawings

OR 064-455

being filed for record in Cabinet A, Slide 327 of the Summit County Records;

WHEREAS, by virtue of Paragraphs 15 and 16 of the Declaration, Grantor reserved the right to amend the Declaration for the purpose of adding to and including in the Condominium Development all or any portion of the Land and the improvements constructed or to be constructed thereon, and making the necessary changes in the percentage of interest in the Common Areas appertaining to each Unit and such other changes as are necessary or appropriate;

WHEREAS, on November 5, 1984, Grantor filed for record with the Recorder for Summit County, Ohio a First Amendment to Declaration of Condominium Ownership for Greenwood Village Ironwood Trail Condominiums (the "First Amendment to Declaration") and certain drawings (the "Drawings") attached thereto as Exhibit B wherein Grantor submitted for condominium ownership under the name of Greenwood Village Ironwood Trail Condominiums an additional .3373 acres of land (the "Phase II Land") and the residential Unit under construction thereon, said First Amendment to Declaration being recorded on December 12, 1984 in Volume 6994, Pages 111-120 of the Summit County Records and said Drawings being filed for record in Cabinet A, Slides 571 and 572 of the Summit County Records, which First Amendment to Declaration also made certain other amendments to the Declaration and the Drawings;



WHEREAS, on October 25, 1985, Grantor filed for record with the Recorder for Summit County, Ohio a Second Amendment to Declaration of Condominium Ownership for Greenwood Village Ironwood Trail Condominiums (the "Second Amendment to Declaration") and certain drawings (the "Drawings") attached thereto as Exhibit B wherein Grantor submitted for condominium ownership under the name of Greenwood Village Ironwood Trail Condominiums an additional .7566 acres of land (the "Phase III Land") and the residential Units constructed and under construction thereon, said Second Amendment to Declaration being recorded on October 28, 1985 in Volume 7137, Pages 719-728 of the Summit County Records and said Drawings being filed for record in Cabinet B, Slides 236-239 of the Summit County Records, which Second Amendment to Declaration also made certain other amendments to the Declaration and the Drawings;

WHEREAS, on March 25, 1987, Grantor filed for record with the Recorder for Summit County, Ohio a Third Amendment to Declaration of Condominium Ownership for Greenwood Village Ironwood Trail Condominiums (the "Third Amendment to Declaration") and certain drawings (the "Drawings") attached thereto as Exhibit B wherein Grantor submitted for condominium ownership under the name of Greenwood Village Ironwood Trail Condominiums an additional .3796 acres of land (the "Phase IV Land") and the residential Unit under construction thereon, said Third Amendment to Declaration being recorded on March 26, 1987 in Volume 7423, Pages 665 through 677, inclusive of the Summit County Records and

OR 064-457

said Drawings being filed for record in Cabinet C, Slides 205-209, inclusive of the Summit County Records, which Third Amendment to Declaration also made certain other amendments to the Declaration and the Drawings;

WHEREAS, on October 23, 1987, Grantor filed for record with the Recorder for Summit County, Ohio a Fourth Amendment to Declaration of Condominium Ownership for Greenwood Village Ironwood Trail Condominiums (the "Fourth Amendment to Declaration") and certain drawings (the "Drawings") attached thereto as Exhibit B wherein Grantor submitted for condominium ownership under the name of Greenwood Village Ironwood Trail Condominiums an additional .2531 acres of land (the "Phase V Land") and the residential unit constructed and under construction thereon, said Fourth Amendment to Declaration being recorded on October 26, 1987 in Volume 7515, Pages 871, et seq. of the Summit County Records and said Drawings being filed for record in Cabinet C, Slides 581-584, inclusive, of the Summit County Records, which Fourth Amendment to Declaration also made certain other amendments to the Declaration and the Drawings;

WHEREAS, on January 8, 1988, Grantor filed for record with the Recorder for Summit County, Ohio a Fifth Amendment to Declaration of Condominium Ownership for Greenwood Village Ironwood Trail Condominiums (the "Fifth Amendment to Declaration") and certain drawings (the "Drawings") attached thereto as Exhibit B wherein Grantor submitted for condominium ownership under the

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name of Greenwood Village Ironwood Trail Condominiums an additional .3744 acres of land (the "Phase VI Land") and the residential unit constructed and under construction thereon, said Fifth Amendment to Declaration being received for record on January 8, 1988 and recorded on January 11, 1988 in Volume 7566, Pages 535, et seq. of the Summit County Records and said Drawings being filed for record in Cabinet C, Slides 753-756, inclusive, of the Summit County Records, which Fifth Amendment to Declaration also made certain other amendments to the Declaration and the Drawings;

WHEREAS, Grantor desires to submit an additional .3180 acres of the Land and the improvements constructed and under construction thereon to the condominium form of ownership so that they shall become subject to the terms, conditions and covenants of the Declaration, as amended; and

WHEREAS, Grantor desires to make certain other amendments to the Declaration and the Drawings;

NOW, THEREFORE, Grantor hereby further amends the Declaration and the Drawings as follows:

OR 064 - 459

1. Paragraph 1.A.(i)., which sets forth the legal description of Parcel No. 1, is hereby further amended to include the following .3180 acres of additional land (the "Phase VII Land"):

Situated in the Township of Sagamore Hills, County of Summit and State of Ohio and known as being part of Block "B" of the Greenwood Village Subdivision No. 5, as recorded in Cabinet A, Slides 216 and 217 of Summit County Map Records. Said parcel is also a part of original Northfield Township Lot 77 and further described as follows:

Beginning on the southerly line of Hemlock Lane, 50 feet wide, at the northeasterly corner of Block "B", as shown by Plat of Greenwood Village Subdivision No. 5 so recorded;

Thence South  $14^{\circ} 29' 07''$  East, along the easterly line of said Block "B", a distance of 290.00 feet to a point and southeasterly corner thereof;

Thence South  $75^{\circ} 30' 53''$  West, and along the southerly line of said Block "B" a distance of 91.90 feet to a point therein, and the principal place of beginning for the land herein described;

Thence continuing South  $75^{\circ} 30' 53''$  West, and along the southerly line of Block "B", a distance of 106.00 feet to a point therein;

Thence North  $14^{\circ} 29' 07''$  West, a distance of 130.70 feet to a point on the southerly line of Ironwood Trail Condominium Phase VI;

Thence North  $75^{\circ} 30' 53''$  East and along said southerly line of Ironwood Trail Condominium Phase VI and along its easterly extension, a distance of 106.00 feet to a point;

Thence South  $14^{\circ} 29' 07''$  East, a distance of 130.70 feet to a point and the principal place of beginning for the land herein described and containing 0.3180 acre of land, be the same more or less, but subject to all legal highways and easements of record.

As a result of the inclusion of the Phase VII Land in Parcel No. 1, Parcel No. 1 now consists of a total of 2.9212 acres of land.

2. Paragraph 1.A.(ii)., which sets forth the legal description of Parcel No. 2, is hereby further amended to delete therefrom the Phase VII Land. As a result, Parcel No. 2 now consists of 1.5780 acres of land.

3. Paragraph 1.B.(xi)., entitled "Drawings", is deleted and the following substituted therefor:

"(xi) Drawings means the drawings prepared and certified by Steven V. Ciuni, Registered Surveyor No. 5284, and by Steven V. Ciuni, Licensed Professional Engineer No. 28363, in accordance with Section 5311.04 of the Ohio Revised Code, relating to the Condominium Property. The Drawings include the Drawing showing the Site Plan for the Phase I Land dated February, 1984 and attached as Exhibit B to the Declaration, the Drawing showing the Site Plan for the Phase II Land dated October, 1984 and attached as Exhibit B to the First Amendment to Declaration, the Drawing showing the elevations of the Buildings located on the Phase I Land attached as Exhibit B to the First Amendment to Declaration, the Drawing showing the elevations of the Building located on the Phase II Land attached as Exhibit B to the First Amendment to Declaration, the Drawing showing the Site Plan for the Phase III Land dated September, 1985 attached as Exhibit B to the Second Amendment to Declaration, the Drawings showing the elevations of the Buildings located on the Phase III Land attached as Exhibit B to the Second Amendment to Declaration, the Drawings showing the Site Plan for the Phase IV Land dated March, 1987 attached as

OR 061-161

Exhibit B to the Third Amendment to Declaration, the Drawings showing the elevations and floor plans of the Buildings located on the Phase IV Land attached as Exhibit B to the Third Amendment to Declaration, the Drawings showing the Site Plan for the Phase V Land dated October, 1987 and attached as Exhibit B to the Fourth Amendment to Declaration, the Drawings showing the elevations and floor plan of the Building located on the Phase V Land attached as Exhibit B to the Fourth Amendment to Declaration, the Drawings showing the Site Plan for the Phase VI Land dated November, 1987 and attached as Exhibit B to this Fifth Amendment to Declaration, the Drawings showing the elevations and floor plan of the Building located on the Phase VI Land attached as Exhibit B to this Fifth Amendment to Declaration, the Drawings showing the Site Plan for the Phase VII Land dated June 21, 1988 and attached as Exhibit B to this Sixth Amendment to Declaration, and the Drawings showing the elevations and floor plan of the Building located on the Phase VII Land attached as Exhibit B to this Sixth Amendment to Declaration.

4. Paragraph 4, entitled "General Description of Condominium Property," is deleted and the following is substituted therefor:

"4. General Description of Condominium Property.

Until amended as provided in Paragraph 15 hereof, the Condominium Property consists of Parcel No. 1; the Parcel No. 1 Buildings and other improvements located thereon, including, without limitation the eight (8) detached and four (4) attached residential structures, attached two-car garages and patios and/or decks; all easements, rights, and appurtenances belonging thereto; and all articles of

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personal property existing thereon for the common use of the Unit Owners. The first of such residential structures is one story in height and designated "915" on the Drawings; the second of such residential structures is two stories in height and designated "917" on the Drawings, the third of such residential structures is one story in height and designated "950" on the Drawings; the fourth of such residential structures is one story in height and designated "944" on the Drawings; the fifth of such residential structures is one story in height and designated "946" on the Drawings; the sixth of such residential structures is two stories in height and designated "948" on the Drawings; the seventh and eighth of such residential structures are attached structures two stories in height designated "914" and "916" respectively on the Drawings; the ninth of such residential structures is one story in height and designated "952" on the Drawings; the tenth of such residential structures is one story in height and designated "930" on the Drawings; and the eleventh and twelfth of such residential structures are attached structures and designated "920" and "922" on the Drawings, Unit "920" being one story in height and Unit "922" being two stories in height. Units 915 and 917 are constructed principally of cement block, brick veneer and wood, Unit 950 is constructed principally of cement and wood, and Units 914, 916, 920, 922, 930, 944, 946, 948 and 952 are constructed principally of cement block and wood. Units 915 and 917 have a crawl space beneath the first floor, Units 914, 916, 920, 930 and 950 are "slab on grade" construction, Units 944, 946 and 952 have partial basements and

OR 064-463

Units 922 and 948 have a full basement.

The location, perimeter dimensions and elevations of the Units and the location of the Common Areas are shown graphically on the Drawings."

6. The second subparagraph of Paragraph 6.B., which the percentage of interest in the Common Areas appurtenant to each Unit, is deleted and the following is substituted

"Until amended as provided in Paragraph 15 hereof, the percentage of interest in the Common Areas appurtenant to each Unit, as determined by Grantor in accordance with the provisions of Chapter 5311, shall be as follows:

<u>Unit Number</u>	<u>Percentage of Interest</u>
914	6.61
915	7.45
916	7.17
917	9.06
920	6.30
922	8.83
930	7.91
944	9.37
946	8.63
948	11.68
950	7.55
952	9.44"



6. Paragraph 15.B.(iii) is deleted and the following is substituted therefor:

"(iii) There are no limitations as to the location of any improvements that may be made on Parcel No. 2. Improvements may include, but are not limited to, sewers, utility lines, lakes, drives, roads and landscaping as may be necessary or desirable to serve any portion of Parcel No. 2, as well as Buildings. However, the Buildings constructed on Parcel No. 2 shall not contain in the aggregate more than six (6) Units."

7. As set forth in Paragraph 16 of the Declaration, the foregoing Sixth Amendment to Declaration shall be effective as of the time it is delivered to the Summit County Recorder for recording. Except as amended by this Sixth Amendment to Declaration, all the terms and provisions of the Declaration, as amended by the First Amendment to Declaration, the Second Amendment to Declaration, the Third Amendment to Declaration, the Fourth Amendment to Declaration and the Fifth Amendment to Declaration, shall remain in full force and effect.

OR 064-465

IN WITNESS WHEREOF, Greenwood Land Development, Inc.  
has caused this instrument to be executed by its Vice President  
this 28th day of June, 1988.

Signed and Acknowledged  
in the presence of:

GREENWOOD LAND DEVELOPMENT, INC.  
("Grantor")

Robert O. Jackson  
Patricia Jackson

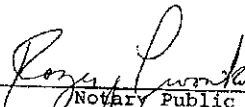
By Robert O. Jackson  
Robert O. Jackson, Vice President

STATE OF OHIO                    )  
                                      ) SS:  
COUNTY OF Cuyahoga        )

Before me, a Notary Public in and for said State and County, personally appeared the above-named Greenwood Land Development, Inc., an Ohio corporation, by Robert O. Jackson, its Vice President, who acknowledged that he did sign the foregoing instrument and that the same is the free act and deed of said Corporation and the free act and deed of him personally and as such officer.

IN TESTIMONY WHEREOF, I have hereunto subscribed my name and affixed my official seal at WALTON HILLS, OHIO, this 25th day of June, 1988.



  
\_\_\_\_\_  
Notary Public  
ROGER J. PIVONKA  
NOTARY PUBLIC, STATE OF OHIO  
My Commission Expires April 1, 1993

OR 064-467



COUNTY OF SUMMIT  
RECEIVED & RECORDED

MAIL TO:

GUARDIAN TITLE CO.

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RALPH JAMES - RECORDER

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Declaration - 44.00

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GREENWOOD VILLAGE IRONWOOD TRAIL CONDOMINIUMS

SAGAMORE HILLS TOWNSHIP, OHIO

SEVENTH AMENDMENT TO DECLARATION OF CONDOMINIUM OWNERSHIP

This will certify that copies of this Seventh Amendment to the Declaration of Condominium Ownership for Greenwood Village Ironwood Trail Condominiums, together with the Drawings attached thereto as Exhibit B, have been filed in the office of the County Auditor, Summit County, Ohio.

Dated: August 18, 1988

Tim Davis  
TIM DAVIS, COUNTY AUDITOR

By C. Cuyatt  
Deputy Auditor

CERTIFICATION OF SEVENTH AMENDMENT TO  
DECLARATION OF CONDOMINIUM OWNERSHIP  
FOR GREENWOOD VILLAGE IRONWOOD TRAIL CONDOMINIUMS

Greenwood Land Development, Inc. hereby certifies that attached hereto is the Seventh Amendment to that certain Declaration of Condominium Ownership for Greenwood Village Ironwood Trail Condominiums (the "Declaration"), which Declaration was received for record on April 19, 1984 and recorded on April 30, 1984 in Volume 6875, Pages 361 through 424 of the Summit County Records together with the Drawings attached thereto as Exhibit B, which Drawings were filed for record in Cabinet A, Slide 327, of the Summit County Records; that the Declaration was subsequently

OR 096-547

TRANSFER NOT NECESSARY  
AUG 18 1988  
Tim Davis, County Auditor

APPROVED AS TO FORM

William E. Schuch  
Assistant Prosecuting Attorney, Summit County, Ohio

amended by a First Amendment to Declaration of Condominium Ownership (the "First Amendment to Declaration"), which First Amendment to Declaration was received for record on November 5, 1984 and recorded on December 18, 1984 in Volume 6694, Pages 111 through 120 of the Summit County Records together with the Drawings attached thereto as Exhibit B, which Drawings were filed for record in Cabinet A, Slides 571 and 572 of the Summit County Records; that the Declaration was subsequently further amended by a Second Amendment to Declaration of Condominium Ownership (the "Second Amendment to Declaration"), which Second Amendment to Declaration was received for record on October 25, 1985 and recorded on October 28, 1985 in Volume 7137, Pages 719 through 728 of the Summit County Records together with the Drawings attached thereto as Exhibit B, which Drawings were filed for record in Cabinet B, Slides 236 through 239 of the Summit County Records; that the Declaration was subsequently further amended by a Third Amendment to Declaration of Condominium Ownership (the "Third Amendment to Declaration"), which Third Amendment to Declaration was received for record on March 25, 1987 and recorded on March 26, 1987 in Volume 7423, Pages 665 through 677, inclusive of the Summit County Records together with the Drawings attached thereto as Exhibit B, which Drawings were filed for record in Cabinet C, Slides 205 through 209, inclusive of the Summit County Records; that the Declaration was subsequently further amended by a Fourth Amendment to Declaration of Condominium Ownership (the "Fourth Amendment to Declaration"), which Fourth Amendment to

281005

Declaration was received for record on October 23, 1987 and recorded on October 26, 1987 in Volume 7515, Pages 871, et seq., of the Summit County Records together with the Drawings attached thereto as Exhibit B, which Drawings were filed for record in Cabinet C, Slides 581-584, inclusive, of the Summit County Records; that the Declaration was subsequently further amended by a Fifth Amendment to Declaration of Condominium Ownership (the "Fifth Amendment to Declaration"), which Fifth Amendment to Declaration was received for record on January 8, 1988 and recorded on January 11, 1988 in Volume 7566, Pages 535, et seq., of the Summit County Records together with the Drawings attached thereto as Exhibit B, which Drawings were filed for record in Cabinet C, Slides 753-756, inclusive, of the Summit County Records; that the Declaration was subsequently further amended by a Sixth Amendment to Declaration of Condominium Ownership (the "Sixth Amendment to Declaration"), which Sixth Amendment to Declaration was received for record and recorded on June 30, 1988 in Volume 64, Pages 453, et seq., of the Summit County Records together with the Drawings attached thereto as Exhibit B, which Drawings were filed for record in Cabinet D, Slides 350-354, inclusive, of the Summit County Records; and that said Seventh

OR 096-549  
649-960 RD

Amendment was duly adopted by Greenwood Land Development, Inc.  
and executed by its Vice President, Robert O. Jackson.

This Instrument  
Prepared By:  
STUART A. LAVEN of  
Ulmer & Berne  
900 Bond Court Building  
Cleveland, Ohio 44114  
(216) 621-8400

GREENWOOD LAND DEVELOPMENT, INC.

By  Vice President



SEVENTH AMENDMENT TO  
DECLARATION OF CONDOMINIUM OWNERSHIP  
FOR  
GREENWOOD VILLAGE IRONWOOD TRAIL CONDOMINIUMS

This Seventh Amendment to Declaration of Condominium Ownership for Greenwood Village Ironwood Trail Condominiums ("Seventh Amendment to Declaration"), executed this \_\_\_\_ day of August, 1988 by Greenwood Land Development, Inc. ("Grantor"),

WITNESSES THAT:

WHEREAS, Grantor, an Ohio corporation, acquired approximately 4.4994 acres of land (the "Land") located in Sagamore Hills Township, Summit County, Ohio for the purpose of constructing thereon certain residential dwelling units and facilities;

WHEREAS, on April 19, 1984, Grantor filed for record with the Recorder for Summit County, Ohio a Declaration of Condominium Ownership for Greenwood Village Ironwood Trail Condominiums (the "Declaration") and certain drawings (the "Drawings") attached thereto as Exhibit B wherein Grantor submitted for condominium ownership under the name of Greenwood Village Ironwood Trail Condominiums (the "Condominium Development") approximately 0.5022 acres of the Land (the "Phase I Land") and the two residential Units under construction thereon, said Declaration being recorded on April 30, 1984 in Volume 6875, Pages 361-424 of the Summit County Records and said Drawings

OR 096-551

being filed for record in Cabinet A, Slide 327 of the Summit County Records;

WHEREAS, by virtue of Paragraphs 15 and 16 of the Declaration, Grantor reserved the right to amend the Declaration for the purpose of adding to and including in the Condominium Development all or any portion of the Land and the improvements constructed or to be constructed thereon, and making the necessary changes in the percentage of interest in the Common Areas appertaining to each Unit and such other changes as are necessary or appropriate;

WHEREAS, on November 5, 1984, Grantor filed for record with the Recorder for Summit County, Ohio a First Amendment to Declaration of Condominium Ownership for Greenwood Village Ironwood Trail Condominiums (the "First Amendment to Declaration") and certain drawings (the "Drawings") attached thereto as Exhibit B wherein Grantor submitted for condominium ownership under the name of Greenwood Village Ironwood Trail Condominiums an additional .3373 acres of land (the "Phase II Land") and the residential Unit under construction thereon, said First Amendment to Declaration being recorded on December 12, 1984 in Volume 6994, Pages 111-120 of the Summit County Records and said Drawings being filed for record in Cabinet A, Slides 571 and 572 of the Summit County Records, which First Amendment to Declaration also made certain other amendments to the Declaration and the Drawings;

281005

WHEREAS, on October 25, 1985, Grantor filed for record with the Recorder for Summit County, Ohio a Second Amendment to Declaration of Condominium Ownership for Greenwood Village Ironwood Trail Condominiums (the "Second Amendment to Declaration") and certain drawings (the "Drawings") attached thereto as Exhibit B wherein Grantor submitted for condominium ownership under the name of Greenwood Village Ironwood Trail Condominiums an additional .7566 acres of land (the "Phase III Land") and the residential Units constructed and under construction thereon, said Second Amendment to Declaration being recorded on October 28, 1985 in Volume 7137, Pages 719-728 of the Summit County Records and said Drawings being filed for record in Cabinet B, Slides 236-239 of the Summit County Records, which Second Amendment to Declaration also made certain other amendments to the Declaration and the Drawings;

WHEREAS, on March 25, 1987, Grantor filed for record with the Recorder for Summit County, Ohio a Third Amendment to Declaration of Condominium Ownership for Greenwood Village Ironwood Trail Condominiums (the "Third Amendment to Declaration") and certain drawings (the "Drawings") attached thereto as Exhibit B wherein Grantor submitted for condominium ownership under the name of Greenwood Village Ironwood Trail Condominiums an additional .3796 acres of land (the "Phase IV Land") and the residential Unit under construction thereon, said Third Amendment to Declaration being recorded on March 26, 1987 in Volume 7423, Pages 665 through 677, inclusive of the Summit County Records and

OR 096-553

said Drawings being filed for record in Cabinet C, Slides 205-209, inclusive of the Summit County Records, which Third Amendment to Declaration also made certain other amendments to the Declaration and the Drawings;

WHEREAS, on October 23, 1987, Grantor filed for record with the Recorder for Summit County, Ohio a Fourth Amendment to Declaration of Condominium Ownership for Greenwood Village Ironwood Trail Condominiums (the "Fourth Amendment to Declaration") and certain drawings (the "Drawings") attached thereto as Exhibit B wherein Grantor submitted for condominium ownership under the name of Greenwood Village Ironwood Trail Condominiums an additional .2531 acres of land (the "Phase V Land") and the residential unit constructed and under construction thereon, said Fourth Amendment to Declaration being recorded on October 26, 1987 in Volume 7515, Pages 871, et seq. of the Summit County Records and said Drawings being filed for record in Cabinet C, Slides 581-584, inclusive, of the Summit County Records, which Fourth Amendment to Declaration also made certain other amendments to the Declaration and the Drawings;

WHEREAS, on January 8, 1988, Grantor filed for record with the Recorder for Summit County, Ohio a Fifth Amendment to Declaration of Condominium Ownership for Greenwood Village Ironwood Trail Condominiums (the "Fifth Amendment to Declaration") and certain drawings (the "Drawings") attached thereto as Exhibit B wherein Grantor submitted for condominium ownership under the name of Greenwood Village Ironwood Trail Condominiums an

281005

additional .3744 acres of land (the "Phase VI Land") and the residential unit constructed and under construction thereon, said Fifth Amendment to Declaration being received for record on January 8, 1988 and recorded on January 11, 1988 in Volume 7566, Pages 535, et seq. of the Summit County Records and said Drawings being filed for record in Cabinet C, Slides 753-756, inclusive, of the Summit County Records, which Fifth Amendment to Declaration also made certain other amendments to the Declaration and the Drawings;

WHEREAS, on June 30, 1988, Grantor filed for record with the Recorder for Summit County, Ohio, a Sixth Amendment to Declaration of Condominium Ownership for Greenwood Village Ironwood Trail Condominiums (the "Sixth Amendment to Declaration") and certain drawings (the "Drawings") attached thereto as Exhibit B wherein Grantor submitted for condominium ownership under the name of Greenwood Village Ironwood Trail Condominiums an additional .3180 acres of land (the "Phase VII Land") and the residential unit constructed and under construction thereon, said Sixth Amendment to Declaration being received for record and recorded on June 30, 1988 in Volume 64, Pages 453, et seq. of the Summit County Records and said Drawings being filed for record in Cabinet D, Slides 350-354, inclusive, of the Summit County Records, which Sixth Amendment to Declaration also made certain other amendments to the Declaration and the Drawings;

WHEREAS, Grantor desires to submit an additional 0.5343 acres of the Land and the improvements constructed and

OR 096-555

under construction thereon to the condominium form of ownership so that they shall become subject to the terms, conditions and covenants of the Declaration, as amended; and

WHEREAS, Grantor desires to make certain other amendments to the Declaration and the Drawings;

NOW, THEREFORE, Grantor hereby further amends the Declaration and the Drawings as follows:

1. Paragraph 1.A.(i)., which sets forth the legal description of Parcel No. 1, is hereby further amended to include the following 0.5343 acres of additional land (the "Phase VIII Land"):

Situated in the Township of Sagamore Hills, County of Summit and State of Ohio and known as being part of Block "B" of the Greenwood Village Subdivision No. 5, as recorded in Cabinet A, Slides 216 and 217 of Summit County Map Records. Said parcel is also a part of original Northfield Township Lots 77 and 87 and further described as follows:

Beginning on the southeasterly line of Hemlock Lane, 50 feet wide, at the northeasterly corner of Block "B", as shown by said Plat of Greenwood Village Subdivision No. 5 so recorded;

Thence South  $75^{\circ} 30' 53''$  West and along said southeasterly line of Hemlock Lane, a distance of 224.62 feet to a point therein, and the northwesterly corner of Ironwood Trail Condominium Phase VI, as shown by plat recorded in Cabinet C, Slides 753 through 756 of Summit County Map Records, and the principal place of beginning for the parcel of land herein described;

Thence South  $14^{\circ} 29' 07''$  East and along the southwesterly line of said Ironwood Trail Condominium Phase VI, a distance of 159.30 feet to a point and southwesterly corner thereof;

Thence North  $75^{\circ} 30' 53''$  East and along the southeasterly line of said Ironwood Trail Condominium Phase VI, a distance of 26.72 feet to a point therein, said point also being the northwesterly corner of Ironwood Trail Condominium Phase VII, as shown by plat recorded in Cabinet D, Slides 350 thru 354 of Summit County Map Records.

281005

Thence South  $14^{\circ} 29' 07''$  East and along the southwesterly line of said Ironwood Trail Condominium Phase VII, a distance of 130.70 feet to a point on the southeasterly line of Block "B", as shown by Plat of Greenwood Village Subdivision No. 5, as aforesaid;

Thence South  $75^{\circ} 30' 53''$  West and along the southeasterly line of said Block "B", a distance of 52.10 feet to an angle point;

Thence North  $44^{\circ} 40' 44''$  West, a distance of 133.66 feet to an angle point;

Thence North  $14^{\circ} 29' 07''$  West, a distance of 94.48 feet to a point on the southeasterly line of Ironwood Trail Condominium Phase II, as shown by plat recorded in Cabinet A, Slides 571-572 of Summit County Map Records;

Thence North  $75^{\circ} 30' 53''$  East and along said southeasterly line of Ironwood Trail Condominium Phase II, a distance of 0.65 feet to an angle point therein;

Thence North  $4^{\circ} 29' 07''$  West, a distance of 25.14 feet to a point on the curved southeasterly line of the cul-de-sac for Hemlock Lane, as aforesaid;

Thence northeasterly and along said curved southeasterly line of the cul-de-sac for Hemlock Lane, and along the arc of a circle curving to the left, radius = 50.00 feet, delta =  $85^{\circ} 19' 31''$ , chord = 67.77 feet, chord bearing = North  $42^{\circ} 51' 07''$  East, a distance of 74.46 feet to a point of reverse curve;

Thence northeasterly and continuing along said curved southeasterly line of Hemlock Lane, and along the arc of a circle curving to the right, radius = 25.00 feet, delta =  $75^{\circ} 19' 31''$ , chord = 30.55 feet, chord bearing = North  $37^{\circ} 51' 07''$  East, a distance of 32.87 feet to a point of tangency;

Thence North  $75^{\circ} 30' 53''$  East, and along the southeasterly line of Hemlock Lane, as aforesaid; a distance of 6.35 feet to a point, and the principal place of beginning for the parcel of land herein described and containing 0.5343 acre of land, be the same, more or less, but subject to all legal highways and easements of record.

OR 096-557

As a result of the inclusion of the Phase VIII Land in Parcel No. 1, Parcel No. 1 now consists of a total of 3.4555 acres of land.

2. Paragraph 1.A.(ii)., which sets forth the legal description of Parcel No. 2, is hereby further amended to delete therefrom the Phase VII Land. As a result, Parcel No. 2 now consists of 1.0439 acres of land.

3. Paragraph 1.B.(xi)., entitled "Drawings", is deleted and the following substituted therefor:

"(xi) Drawings means the drawings prepared and certified by Steven V. Ciuni, Registered Surveyor No. 5284, and by Steven V. Ciuni, Licensed Professional Engineer No. 28363, in accordance with Section 5311.04 of the Ohio Revised Code, relating to the Condominium Property. The Drawings include the Drawing showing the Site Plan for the Phase I Land dated February, 1984 and attached as Exhibit B to the Declaration, the Drawing showing the Site Plan for the Phase II Land dated October, 1984 and attached as Exhibit B to the First Amendment to Declaration, the Drawing showing the elevations of the Buildings located on the Phase I Land attached as Exhibit B to the First Amendment to Declaration, the Drawing showing the elevations of the Building located on the Phase II Land attached as Exhibit B to the First Amendment to Declaration, the Drawing showing the Site Plan for the Phase III Land dated September, 1985 attached as Exhibit B to the Second Amendment to Declaration, the Drawings showing the elevations of the Buildings located on the Phase III Land attached as Exhibit B to the Second Amendment to Declaration, the Drawings showing the Site Plan for the Phase IV



281005

Land dated March, 1987 attached as Exhibit B to the Third Amendment to Declaration, the Drawings showing the elevations and floor plans of the Buildings located on the Phase IV Land attached as Exhibit B to the Third Amendment to Declaration, the Drawings showing the Site Plan for the Phase V Land dated October, 1987 and attached as Exhibit B to the Fourth Amendment to Declaration, the Drawings showing the elevations and floor plan of the Building located on the Phase V Land attached as Exhibit B to the Fourth Amendment to Declaration, the Drawings showing the Site Plan for the Phase VI Land dated November, 1987 and attached as Exhibit B to this Fifth Amendment to Declaration, the Drawings showing the elevations and floor plan of the Building located on the Phase VI Land attached as Exhibit B to this Fifth Amendment to Declaration, the Drawings showing the Site Plan for the Phase VII Land dated June 21, 1988 and attached as Exhibit B to the Sixth Amendment to Declaration, the Drawings showing the elevations and floor plan of the Building located on the Phase VII Land attached as Exhibit B to the Sixth Amendment to Declaration, the Drawings showing the Site Plan for the Phase VIII Land dated August 12, 1988 and attached Exhibit B to this Seventh Amendment to Declaration, and the Drawings showing the elevations and floor plans of the Buildings located on the Phase VIII Land attached as Exhibit B to this Seventh Amendment to Declaration.

4. Paragraph 4, entitled "General Description of Condominium Property," is deleted and the following is substituted therefor:

"4. General Description of Condominium Property.

Until amended as provided in Paragraph 15 hereof, the Condomini-

OR 096-559

um Property consists of Parcel No. 1; the Parcel No. 1 Buildings and other improvements located thereon, including, without limitation the nine (9) detached and six (6) attached residential structures, attached two-car garages and patios and/or decks; all easements, rights, and appurtenances belonging thereto; and all articles of personal property existing thereon for the common use of the Unit Owners. The first of such residential structures is one story in height and designated "915" on the Drawings; the second of such residential structures is two stories in height and designated "917" on the Drawings, the third of such residential structures is one story in height and designated "950" on the Drawings; the fourth of such residential structures is one story in height and designated "944" on the Drawings; the fifth of such residential structures is one story in height and designated "946" on the Drawings; the sixth of such residential structures is two stories in height and designated "948" on the Drawings; the seventh and eighth of such residential structures are attached structures two stories in height designated "914" and "916" respectively on the Drawings; the ninth of such residential structures is one story in height and designated "952" on the Drawings; the tenth of such residential structures is one story in height and designated "930" on the Drawings; the eleventh and twelfth of such residential structures are attached structures and designated "920" and "922" on the Drawings, Unit "920" being one story in height and Unit "922" being two stories in height; the thirteenth of such residential structures is two stories in height and designated "924" on the Drawings; and the

281005

fourteenth and fifteenth of such residential structures are attached structures two stories in height and designated "926" and "928" on the Drawings. Units 915 and 917 are constructed principally of cement block, brick veneer and wood, Unit 950 is constructed principally of cement and wood, and Units 914, 916, 920, 922, 924, 926, 928, 930, 944, 946, 948 and 952 are constructed principally of cement block and wood. Units 915 and 917 have a crawl space beneath the first floor, Units 914, 916, 920, 928, 930 and 950 are "slab on grade" construction, Units 944, 946 and 952 have partial basements and Units 922, 924, 926, and 948 have a full basement.

The location, perimeter dimensions and elevations of the Units and the location of the Common Areas are shown graphically on the Drawings."

5. The second subparagraph of Paragraph 6.B., which sets forth the percentage of interest in the Common Areas appurtenant to each Unit, is deleted and the following is substituted therefor:

"Until amended as provided in Paragraph 15 hereof, the percentage of interest in the Common Areas appurtenant to each Unit, as determined by Grantor in accordance with the provisions of Chapter 5311, shall be as follows:

<u>Unit Number</u>	<u>Percentage of Interest</u>
914	5.20
915	5.86
916	5.64

917	7.13
920	4.96
922	6.94
924	7.81
926	7.22
928	6.26
930	6.23
944	7.38
946	6.80
948	9.19
950	5.95
952	7.43"

6. Paragraph 15.B.(iii) is deleted and the following is substituted therefor:

"(iii) There are no limitations as to the location of any improvements that may be made on Parcel No. 2. Improvements may include, but are not limited to, sewers, utility lines, lakes, drives, roads and landscaping as may be necessary or desirable to serve any portion of Parcel No. 2, as well as Buildings. However, the Buildings constructed on Parcel No. 2 shall not contain in the aggregate more than three (3) Units."

7. As set forth in Paragraph 16 of the Declaration, the foregoing Sixth Amendment to Declaration shall be effective as of the time it is delivered to the Summit County Recorder for recording. Except as amended by this Seventh Amendment to Declaration, all the terms and provisions of the Declaration, as

281005

amended by the First Amendment to Declaration, the Second Amendment to Declaration, the Third Amendment to Declaration, the Fourth Amendment to Declaration, the Fifth Amendment to Declaration and the Sixth Amendment to Declaration, shall remain in full force and effect.

IN WITNESS WHEREOF, Greenwood Land Development, Inc. has caused this instrument to be executed by its Vice President this 18th day of August, 1988.

Signed and Acknowledged  
in the presence of:

GREENWOOD LAND DEVELOPMENT, INC.  
("Grantor")

Joseph J. Swartz  
Margaret A. Corcoran

By Robert O. Jackson  
Robert O. Jackson, Vice President

OR 096-563

STATE OF OHIO )  
COUNTY OF Cuyahoga ) SS:

Before me, a Notary Public in and for said State and County, personally appeared the above-named Greenwood Land Development, Inc., an Ohio corporation, by Robert O. Jackson, its Vice President, who acknowledged that he did sign the foregoing instrument and that the same is the free act and deed of said Corporation and the free act and deed of him personally and as such officer.

IN TESTIMONY WHEREOF, I have hereunto subscribed my name and affixed my official seal at WATON HILLS, OHIO, this 18th day of AUGUST, 1988.



*Roger J. Pivonka*  
Notary Public  
**ROGER J. PIVONKA**  
NOTARY PUBLIC, STATE OF OHIO  
My Commission Expires April 1, 1993

OR 158- 144

MAIL TO:

464239  
Cabinet E  
Slide 7-9

COUNTY OF SUMMIT  
RECEIVED & RECORDED

88 DEC -2 AM 11:18

RALPH JAMES - RECORDER

FEE \$ 46.00

64.80

11080

OFFICIAL RECORD  
(DO NOT REMOVE FROM RECORD)

GUARDIAN-TITLE CO.

DOCUMENT NUMBER

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GREENWOOD VILLAGE IRONWOOD TRAIL CONDOMINIUMS

SAGAMORE HILLS TOWNSHIP, OHIO

EIGHTH AMENDMENT TO DECLARATION OF CONDOMINIUM OWNERSHIP

This will certify that copies of this Eighth Amendment to the Declaration of Condominium Ownership for Greenwood Village Ironwood Trail Condominiums, together with the Drawings attached thereto as Exhibit B, have been filed in the office of the County Auditor, Summit County, Ohio.

Dated: November 30, 1988

APPROVED AS TO FORM

Tim Davis  
TIM DAVIS, COUNTY AUDITOR

TRANSFER NOT NECESSARY

NOV 30 1988  
Tim Davis, County Auditor

By Ceyrett

CERTIFICATION OF EIGHTH AMENDMENT TO  
DECLARATION OF CONDOMINIUM OWNERSHIP  
FOR GREENWOOD VILLAGE IRONWOOD TRAIL CONDOMINIUMS

Greenwood Land Development, Inc. hereby certifies that attached hereto is the Eighth Amendment to that certain Declaration of Condominium Ownership for Greenwood Village Ironwood Trail Condominiums (the "Declaration"), which Declaration was received for record on April 19, 1984 and recorded on April 30, 1984 in Volume 6875, Pages 361 through 424 of the Summit County Records together with the Drawings attached thereto as Exhibit B, which Drawings were filed for record in Cabinet A, Slide 327, of

281005/17

the Summit County Records; that the Declaration was subsequently amended by a First Amendment to Declaration of Condominium Ownership (the "First Amendment to Declaration"), which First Amendment to Declaration was received for record on November 5, 1984 and recorded on December 18, 1984 in Volume 6994, Pages 111 through 120 of the Summit County Records together with the Drawings attached thereto as Exhibit B, which Drawings were filed for record in Cabinet A, Slides 571 and 572 of the Summit County Records; that the Declaration was subsequently further amended by a Second Amendment to Declaration of Condominium Ownership (the "Second Amendment to Declaration"), which Second Amendment to Declaration was received for record on October 25, 1985 and recorded on October 28, 1985 in Volume 7137, Pages 719 through 728 of the Summit County Records together with the Drawings attached thereto as Exhibit B, which Drawings were filed for record in Cabinet B, Slides 236 through 239 of the Summit County Records; that the Declaration was subsequently further amended by a Third Amendment to Declaration of Condominium Ownership (the "Third Amendment to Declaration"), which Third Amendment to Declaration was received for record on March 25, 1987 and recorded on March 26, 1987 in Volume 7423, Pages 665 through 677, inclusive of the Summit County Records together with the Drawings attached thereto as Exhibit B, which Drawings were filed for record in Cabinet C, Slides 205 through 209, inclusive of the Summit County Records; that the Declaration was subsequently further amended by a Fourth Amendment to Declaration of

OR 158-145



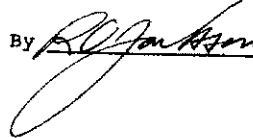
Condominium Ownership (the "Fourth Amendment to Declaration"), which Fourth Amendment to Declaration was received for record on October 23, 1987 and recorded on October 26, 1987 in Volume 7515, Pages 871, et seq., of the Summit County Records together with the Drawings attached thereto as Exhibit B, which Drawings were filed for record in Cabinet C, Slides 581-584, inclusive, of the Summit County Records; that the Declaration was subsequently further amended by a Fifth Amendment to Declaration of Condominium Ownership (the "Fifth Amendment to Declaration"), which Fifth Amendment to Declaration was received for record on January 8, 1988 and recorded on January 11, 1988 in Volume 7566, Pages 535, et seq., of the Summit County Records together with the Drawings attached thereto as Exhibit B, which Drawings were filed for record in Cabinet C, Slides 753-756, inclusive, of the Summit County Records; that the Declaration was subsequently further amended by a Sixth Amendment to Declaration of Condominium Ownership (the "Sixth Amendment to Declaration"), which Sixth Amendment to Declaration was received for record and recorded on June 30, 1988 in Volume 64, Pages 453, et seq., of the Summit County Records together with the Drawings attached thereto as Exhibit B, which Drawings were filed for record in Cabinet D, Slides 350-354, inclusive, of the Summit County Records; that the Declaration was subsequently further amended by a Seventh Amendment to Declaration of Condominium Ownership (the "Seventh Amendment to Declaration"), which Seventh Amendment to Declaration was received for record and recorded on August 19, 1988 in Volume 96,

281005/19

Pages 547, et seq., of the Summit County Records together with the Drawings attached thereto as Exhibit B, which Drawings were filed for record in Cabinet D, Slides 487-493, inclusive, of the Summit County Records; and that said Eighth Amendment was duly adopted by Greenwood Land Development, Inc. and executed by its Vice President, Robert O. Jackson.

This Instrument  
Prepared By:  
STUART A. LAVEN of  
Ulmer & Berne  
900 Bond Court Building  
Cleveland, Ohio 44114  
(216) 621-8400

GREENWOOD LAND DEVELOPMENT, INC.

By , Vice President

OR 158 - 147

EIGHTH AMENDMENT TO  
DECLARATION OF CONDOMINIUM OWNERSHIP  
FOR  
GREENWOOD VILLAGE IRONWOOD TRAIL CONDOMINIUMS

This Eighth Amendment to Declaration of Condominium Ownership for Greenwood Village Ironwood Trail Condominiums ("Eighth Amendment to Declaration"), executed this \_\_\_\_ day of \_\_\_\_\_, 1988 by Greenwood Land Development, Inc. ("Grantor"),

WITNESSES THAT:

WHEREAS, Grantor, an Ohio corporation, acquired approximately 4.4994 acres of land (the "Land") located in Sagamore Hills Township, Summit County, Ohio for the purpose of constructing thereon certain residential dwelling units and facilities;

WHEREAS, on April 19, 1984, Grantor filed for record with the Recorder for Summit County, Ohio a Declaration of Condominium Ownership for Greenwood Village Ironwood Trail Condominiums (the "Declaration") and certain drawings (the "Drawings") attached thereto as Exhibit B wherein Grantor submitted for condominium ownership under the name of Greenwood Village Ironwood Trail Condominiums (the "Condominium Development") approximately 0.5022 acres of the Land (the "Phase I Land") and the two residential Units under construction thereon, said Declaration being recorded on April 30, 1984 in Volume 6875, Pages 361-424 of the Summit County Records and said Drawings

281005

being filed for record in Cabinet A, Slide 327 of the Summit County Records;

WHEREAS, by virtue of Paragraphs 15 and 16 of the Declaration, Grantor reserved the right to amend the Declaration for the purpose of adding to and including in the Condominium Development all or any portion of the Land and the improvements constructed or to be constructed thereon, and making the necessary changes in the percentage of interest in the Common Areas appertaining to each Unit and such other changes as are necessary or appropriate;

WHEREAS, on November 5, 1984, Grantor filed for record with the Recorder for Summit County, Ohio a First Amendment to Declaration of Condominium Ownership for Greenwood Village Ironwood Trail Condominiums (the "First Amendment to Declaration") and certain drawings (the "Drawings") attached thereto as Exhibit B wherein Grantor submitted for condominium ownership under the name of Greenwood Village Ironwood Trail Condominiums an additional .3373 acres of land (the "Phase II Land") and the residential Unit under construction thereon, said First Amendment to Declaration being recorded on December 12, 1984 in Volume 6994, Pages 111-120 of the Summit County Records and said Drawings being filed for record in Cabinet A, Slides 571 and 572 of the Summit County Records, which First Amendment to Declaration also made certain other amendments to the Declaration and the Drawings;

OR 158 - 149

WHEREAS, on October 25, 1985, Grantor filed for record with the Recorder for Summit County, Ohio a Second Amendment to Declaration of Condominium Ownership for Greenwood Village Ironwood Trail Condominiums (the "Second Amendment to Declaration") and certain drawings (the "Drawings") attached thereto as Exhibit B wherein Grantor submitted for condominium ownership under the name of Greenwood Village Ironwood Trail Condominiums an additional .7566 acres of land (the "Phase III Land") and the residential Units constructed and under construction thereon, said Second Amendment to Declaration being recorded on October 28, 1985 in Volume 7137, Pages 719-728 of the Summit County Records and said Drawings being filed for record in Cabinet B, Slides 236-239 of the Summit County Records, which Second Amendment to Declaration also made certain other amendments to the Declaration and the Drawings;

WHEREAS, on March 25, 1987, Grantor filed for record with the Recorder for Summit County, Ohio a Third Amendment to Declaration of Condominium Ownership for Greenwood Village Ironwood Trail Condominiums (the "Third Amendment to Declaration") and certain drawings (the "Drawings") attached thereto as Exhibit B wherein Grantor submitted for condominium ownership under the name of Greenwood Village Ironwood Trail Condominiums an additional .3796 acres of land (the "Phase IV Land") and the residential Unit under construction thereon, said Third Amendment to Declaration being recorded on March 26, 1987 in Volume 7423, Pages 665 through 677, inclusive of the Summit County Records and

281005

said Drawings being filed for record in Cabinet C, Slides 205-209, inclusive of the Summit County Records, which Third Amendment to Declaration also made certain other amendments to the Declaration and the Drawings;

WHEREAS, on October 23, 1987, Grantor filed for record with the Recorder for Summit County, Ohio a Fourth Amendment to Declaration of Condominium Ownership for Greenwood Village Ironwood Trail Condominiums (the "Fourth Amendment to Declaration") and certain drawings (the "Drawings") attached thereto as Exhibit B wherein Grantor submitted for condominium ownership under the name of Greenwood Village Ironwood Trail Condominiums an additional .2531 acres of land (the "Phase V Land") and the residential Unit constructed and under construction thereon, said Fourth Amendment to Declaration being recorded on October 26, 1987 in Volume 7515, Pages 871, et seq. of the Summit County Records and said Drawings being filed for record in Cabinet C, Slides 581-584, inclusive, of the Summit County Records, which Fourth Amendment to Declaration also made certain other amendments to the Declaration and the Drawings;

WHEREAS, on January 8, 1988, Grantor filed for record with the Recorder for Summit County, Ohio a Fifth Amendment to Declaration of Condominium Ownership for Greenwood Village Ironwood Trail Condominiums (the "Fifth Amendment to Declaration") and certain drawings (the "Drawings") attached thereto as Exhibit B wherein Grantor submitted for condominium ownership under the name of Greenwood Village Ironwood Trail Condominiums

OR 158-181

an additional .3744 acres of land (the "Phase VI Land") and the residential Unit constructed and under construction thereon, said Fifth Amendment to Declaration being received for record on January 8, 1988 and recorded on January 11, 1988 in Volume 7566, Pages 535, et seq. of the Summit County Records and said Drawings being filed for record in Cabinet C, Slides 753-756, inclusive, of the Summit County Records, which Fifth Amendment to Declaration also made certain other amendments to the Declaration and the Drawings;

WHEREAS, on June 30, 1988, Grantor filed for record with the Recorder for Summit County, Ohio, a Sixth Amendment to Declaration of Condominium Ownership for Greenwood Village Ironwood Trail Condominiums (the "Sixth Amendment to Declaration") and certain drawings (the "Drawings") attached thereto as Exhibit B wherein Grantor submitted for condominium ownership under the name of Greenwood Village Ironwood Trail Condominiums an additional .3180 acres of land (the "Phase VII Land") and the residential Unit constructed and under construction thereon, said Sixth Amendment to Declaration being received for record and recorded on June 30, 1988 in Volume 64, Pages 453, et seq. of the Summit County Records and said Drawings being filed for record in Cabinet D, Slides 350-354, inclusive, of the Summit County Records, which Sixth Amendment to Declaration also made certain other amendments to the Declaration and the Drawings;

WHEREAS, on August 19, 1988, Grantor filed for record with the Recorder for Summit County, Ohio, a Seventh Amendment to

281005

Declaration of Condominium Ownership for Greenwood Village Ironwood Trail Condominiums (the "Seventh Amendment to Declaration") and certain drawings (the "Drawings") attached thereto as Exhibit B wherein Grantor submitted for condominium ownership under the name of Greenwood Village Ironwood Trail Condominiums an additional 0.5343 acres of land (the "Phase VIII Land") and the residential Unit constructed and under construction thereon, said Seventh Amendment to Declaration being received for record and recorded on August 19, 1988 in Volume 96, Pages 547, et seq. of the Summit County Records and said Drawings being filed for record in Cabinet D, Slides 487-493, inclusive, of the Summit County Records, which Seventh Amendment to Declaration also made certain other amendments to the Declaration and the Drawings;

WHEREAS, Grantor desires to submit an additional 0.3432 acres of the Land and the improvements constructed and under construction thereon to the condominium form of ownership so that they shall become subject to the terms, conditions and covenants of the Declaration, as amended; and

WHEREAS, Grantor desires to make certain other amendments to the Declaration and the Drawings;

NOW, THEREFORE, Grantor hereby further amends the Declaration and the Drawings as follows:

1. Paragraph 1.A.(i)., which sets forth the legal description of Parcel No. 1, is hereby further amended to include the following 0.3432 acres of additional land (the "Phase IX

OR 158 - 153



Land"):

Situated in the Township of Sagamore Hills, County of Summit and State of Ohio and known as being part of Block "B" of the Greenwood Village Subdivision No. 5, as recorded in Cabinet A, Slides 216 and 217 of Summit County Map Records. Said parcel is also a part of original Northfield Township Lots 77 and 87 and further described as follows:

Beginning on the southerly line of Hemlock Lane, 50 feet wide, at the northeasterly corner of Block "B", as shown by Plat of Greenwood Village Subdivision No. 5 so recorded, said point also being the northeasterly corner of Ironwood Trail Condominiums Phase IV, as recorded in Cabinet C, Slides 205 thru 209 of Summit County Records;

Thence South  $14^{\circ} 29' 07''$  East and along the easterly line of said Block "B", and Ironwood Trail Condominiums Phase IV, so recorded, a distance of 129.30 feet to a point, at the southeasterly corner of said Phase IV, and the principal place of beginning for the parcel of land herein described;

Thence continuing South  $14^{\circ} 29' 07''$  East and along said easterly line of Block "B", so recorded, a distance of 160.70 feet to a point and southeasterly corner thereof;

Thence South  $75^{\circ} 30' 53''$  West and along the southerly line of said Block "B", so recorded, a distance of 91.90 feet to a point therein, said point also being the southeasterly corner of Ironwood Trail Condominiums Phase VII, as recorded in Cabinet D, Slides 350 thru 354 of Summit County Records;

Thence North  $14^{\circ} 29' 07''$  West and along the easterly line of said Phase VII, so recorded, a distance of 130.70 feet to a point;

Thence South  $75^{\circ} 30' 53''$  West and along the northerly line of said Phase VII, so recorded, a distance of 6.00 feet to a point therein, said point also being the southeasterly corner of Ironwood Trail Condominiums Phase VI, as recorded in Cabinet C, Slides 753 thru 756 of Summit County Records;

Thence North  $14^{\circ} 29' 07''$  West and along the easterly line of said Phase VI, so recorded, a distance of 30.00 feet to a point on the southerly line of Ironwood Trail Condominiums Phase IV, as aforesaid;

281005

Thence North 75° 30' 53" East and along said southerly line of Phase IV, so recorded, a distance of 97.90 feet to a point and the principal place of beginning for the parcel of land herein described, and containing 0.3432 acre of land, be the same, more or less, but subject to all legal highways and easements of record.

As a result of the inclusion of the Phase IX Land in Parcel No. 1, Parcel No. 1 now consists of a total of 3.7987 acres of land.

2. Paragraph 1.A.(ii)., which sets forth the legal description of Parcel No. 2, is hereby further amended to delete therefrom the Phase IX Land. As a result, Parcel No. 2 now consists of 0.7007 acres of land.

3. Paragraph 1.B.(xi)., entitled "Drawings", is deleted and the following substituted therefor:

"(xi) Drawings means the drawings prepared and certified by Steven V. Ciuni, Registered Surveyor No. 5284, and by Steven V. Ciuni, Licensed Professional Engineer No. 28363, in accordance with Section 5311.04 of the Ohio Revised Code, relating to the Condominium Property. The Drawings include the Drawing showing the Site Plan for the Phase I Land dated February, 1984 and attached as Exhibit B to the

OR 158 - 155

Declaration, the Drawing showing the Site Plan for the Phase II Land dated October, 1984 and attached as Exhibit B to the First Amendment to Declaration, the Drawing showing the elevations of the Buildings located on the Phase I Land attached as Exhibit B to the First Amendment to Declaration, the Drawing showing the elevations of the Building located on the Phase II Land attached as Exhibit B to the First Amendment to Declaration, the Drawing showing the Site Plan for the Phase III Land dated September, 1985 attached as Exhibit B to the Second Amendment to Declaration, the Drawings showing the elevations of the Buildings located on the Phase III Land attached as Exhibit B to the Second Amendment to Declaration, the Drawings showing the Site Plan for the Phase IV Land dated March, 1987 attached as Exhibit B to the Third Amendment to Declaration, the Drawings showing the elevations and floor plans of the Buildings located on the Phase IV Land attached as Exhibit B to the Third Amendment to Declaration, the Drawings showing the Site Plan for the Phase V Land dated October, 1987 and attached as Exhibit B to the Fourth Amendment to Declaration, the Drawings showing the elevations and floor plan of the Building located on the Phase V Land attached as Exhibit B to the Fourth Amendment to Declaration, the Drawings showing the Site Plan for the Phase VI Land dated November, 1987 and attached as Exhibit B to this Fifth Amendment to Declaration, the Drawings showing the elevations and floor plan of the Building located on the Phase VI Land attached as Exhibit B to this Fifth Amendment to Declaration, the Drawings showing the Site Plan for the Phase VII Land dated June 21, 1988 and attached as Exhibit B to the Sixth Amendment to Declaration, the Drawings showing the elevations and floor plan of the Building located on the Phase VII attached as Exhibit B to the Sixth Amendment to Declaration, the Drawings showing the Site Plan for the Phase VIII

281005

Land dated August 12, 1988 and attached as Exhibit B to the Seventh Amendment to Declaration, the Drawings showing the elevations and floor plans of the Buildings located on the Phase VIII Land attached as Exhibit B to the Seventh Amendment to Declaration, the Drawings showing the Site Plan for the Phase IX Land dated \_\_\_\_\_, 1988 and attached as Exhibit B to this Eighth Amendment to Declaration, and the Drawings showing the elevations and floor plans of the Buildings located on the Phase IX Land attached as Exhibit B to this Eighth Amendment to Declaration.

4. Paragraph 4, entitled "General Description of Condominium Property," is deleted and the following is substituted therefor:

"4. General Description of Condominium Property.

Until amended as provided in Paragraph 15 hereof, the Condominium Property consists of Parcel No. 1; the Parcel No. 1 Buildings and other improvements located thereon, including, without limitation the nine (9) detached and six (6) attached residential structures, attached two-car garages and patios and/or decks; all easements, rights, and appurtenances belonging thereto; and all articles of personal property existing thereon for the common use of the Unit Owners. The first of such residential structures is one story in height and designated "915" on the Drawings; the second of such residential structures is two stories in height and designated "917" on the Drawings, the third of such residential structures is one story in height and designated "950" on the Drawings; the fourth of such residential structures is one story in height and designated

OR 158 - 157

"944" on the Drawings; the fifth of such residential structures is one story in height and designated "946" on the Drawings; the sixth of such residential structures is two stories in height and designated "948" on the Drawings; the seventh and eighth of such residential structures are attached structures two stories in height designated "914" and "916" respectively on the Drawings; the ninth of such residential structures is one story in height and designated "952" on the Drawings; the tenth of such residential structures is one story in height and designated "930" on the Drawings; the eleventh and twelfth of such residential structures are attached structures and designated "920" and "922" on the Drawings, Unit "920" being one story in height and Unit "922" being two stories in height; the thirteenth of such residential structures is two stories in height and designated "924" on the Drawings; the fourteenth and fifteenth of such residential structures are attached structures two stories in height and designated "926" and "928" on the Drawings; and the sixteenth such residential structure is two stories in height and designated "918" on the Drawings. Units 915 and 917 are constructed principally of cement block, brick veneer and wood, Unit 950 is constructed principally of cement and wood, and Units 914, 916, 918, 920, 922, 924, 926, 928, 930, 944, 946, 948 and 952 are constructed principally of cement block and wood. Units 915 and 917 have a crawl space beneath the first floor, Units 914, 916, 918, 920, 928, 930 and 950 are "slab on grade" construction, Units 944, 946 and 952 have partial basements and Units 922, 924, 926, and 948 have a full basement.

281005

The location, perimeter dimensions and elevations of the Units and the location of the Common Areas are shown graphically on the Drawings."

5. The second subparagraph of Paragraph 6.B., which sets forth the percentage of interest in the Common Areas appurtenant to each Unit, is deleted and the following is substituted therefor:

"Until amended as provided in Paragraph 15 hereof, the percentage of interest in the Common Areas appurtenant to each Unit, as determined by Grantor in accordance with the provisions of Chapter 5311, shall be as follows:

<u>Unit Number</u>	<u>Percentage of Interest</u>
914	4.90
915	5.54
916	5.33
917	6.74
918	5.56
920	4.68
922	6.56
924	7.38
926	6.80
928	5.92
930	5.88
944	6.97
946	6.42

OR 158 - 159

948	8.68
950	5.62
952	7.02"

6. Paragraph 15.B.(iii) is deleted and the following is substituted therefor:

"(iii) There are no limitations as to the location of any improvements that may be made on Parcel No. 2. Improvements may include, but are not limited to, sewers, utility lines, lakes, drives, roads and landscaping as may be necessary or desirable to serve any portion of Parcel No. 2, as well as Buildings. However, the Buildings constructed on Parcel No. 2 shall not contain in the aggregate more than two (2) Units."

7. As set forth in Paragraph 16 of the Declaration, the foregoing Eighth Amendment to Declaration shall be effective as of the time it is delivered to the Summit County Recorder for recording. Except as amended by this Eighth Amendment to Declaration, all the terms and provisions of the Declaration, as amended by the First Amendment to Declaration, the Second Amendment to Declaration, the Third Amendment to Declaration, the Fourth Amendment to Declaration, the Fifth Amendment to Declaration the Sixth Amendment to Declaration and the Seventh Amendment to Declaration, shall remain in full force and effect.

281005

IN WITNESS WHEREOF, Greenwood Land Development, Inc.  
has caused this instrument to be executed by its Vice President  
this 28th day of November, 1988.

Signed and Acknowledged  
in the presence of:

GREENWOOD LAND DEVELOPMENT, INC.  
("Grantor")

Margaret A. Corcoran By Robert O. Jackson  
Rozzy L. L. L. Robert O. Jackson, Vice President

OR 158-161



OR 158- 162

STATE OF OHIO                    )  
COUNTY OF CUYAHOGA        ) SS:

Before me, a Notary Public in and for said State and County, personally appeared the above-named Greenwood Land Development, Inc., an Ohio corporation, by Robert O. Jackson, its Vice President, who acknowledged that he did sign the foregoing instrument and that the same is the free act and deed of said Corporation and the free act and deed of him personally and as such officer.

IN TESTIMONY WHEREOF, I have hereunto subscribed my name and affixed my official seal at Wilton Hills, Ohio, this 28th day of NOVEMBER, 1988.



Roger J. Pivonka  
Notary Public

ROGER J. PIVONKA  
NOTARY PUBLIC, STATE OF OHIO  
My Commission Expires April 1, 1993



GREENWOOD VILLAGE IRONWOOD TRAIL CONDOMINIUMS

SAGAMORE HILLS TOWNSHIP, OHIO

NINTH AMENDMENT TO DECLARATION OF CONDOMINIUM OWNERSHIP

This will certify that copies of this Ninth Amendment to the Declaration of Condominium Ownership for Greenwood Village Ironwood Trail Condominiums, together with the Drawings attached thereto as Exhibit B, have been filed in the office of the County Auditor, Summit County, Ohio.

Dated: \_\_\_\_\_, 1989

JAMES B. McCLARTHY, COUNTY AUDITOR

By \_\_\_\_\_

**FILED**  
COUNTY OF SUMMIT, OH.  
OCT 24 1989  
AT 1:45 P.M.  
RALPH JAMES  
RECORDER  
COUNTY OF SUMMIT

CERTIFICATION OF NINTH AMENDMENT TO  
DECLARATION OF CONDOMINIUM OWNERSHIP  
FOR GREENWOOD VILLAGE IRONWOOD TRAIL CONDOMINIUMS

Greenwood Land Development, Inc. hereby certifies that attached hereto is the Ninth Amendment to that certain Declaration of Condominium Ownership for Greenwood Village Ironwood Trail Condominiums (the "Declaration"), which Declaration was received for record on April 19, 1984 and recorded on April 30, 1984 in Volume 6875, Pages 361 through 424 of the Summit County Records together with the Drawings attached thereto as Exhibit B, which Drawings were filed for record in Cabinet A, Slide 327, of

*Ralph E. Schults*

the Summit County Records; that the Declaration was subsequently amended by a First Amendment to Declaration of Condominium Ownership (the "First Amendment to Declaration"), which First Amendment to Declaration was received for record on November 5, 1984 and recorded on December 18, 1984 in Volume 6694, Pages 111 through 120 of the Summit County Records together with the Drawings attached thereto as Exhibit B, which Drawings were filed for record in Cabinet A, Slides 571 and 572 of the Summit County Records; that the Declaration was subsequently further amended by a Second Amendment to Declaration of Condominium Ownership (the "Second Amendment to Declaration"), which Second Amendment to Declaration was received for record on October 25, 1985 and recorded on October 28, 1985 in Volume 7137, Pages 719 through 728 of the Summit County Records together with the Drawings attached thereto as Exhibit B, which Drawings were filed for record in Cabinet B, Slides 236 through 239 of the Summit County Records; that the Declaration was subsequently further amended by a Third Amendment to Declaration of Condominium Ownership (the "Third Amendment to Declaration"), which Third Amendment to Declaration was received for record on March 25, 1987 and recorded on March 26, 1987 in Volume 7423, Pages 665 through 677, inclusive of the Summit County Records together with the Drawings attached thereto as Exhibit B, which Drawings were filed for record in Cabinet C, Slides 205 through 209, inclusive of the Summit County Records; that the Declaration was subsequently further amended by a Fourth Amendment to Declaration of

Condominium Ownership (the "Fourth Amendment to Declaration"), which Fourth Amendment to Declaration was received for record on October 23, 1987 and recorded on October 26, 1987 in Volume 7515, Pages 871, et seq., of the Summit County Records together with the Drawings attached thereto as Exhibit B, which Drawings were filed for record in Cabinet C, Slides 581-584, inclusive, of the Summit County Records; that the Declaration was subsequently further amended by a Fifth Amendment to Declaration of Condominium Ownership (the "Fifth Amendment to Declaration"), which Fifth Amendment to Declaration was received for record on January 8, 1988 and recorded on January 11, 1988 in Volume 7566, Pages 535, et seq., of the Summit County Records together with the Drawings attached thereto as Exhibit B, which Drawings were filed for record in Cabinet C, Slides 753-756, inclusive, of the Summit County Records; that the Declaration was subsequently further amended by a Sixth Amendment to Declaration of Condominium Ownership (the "Sixth Amendment to Declaration"), which Sixth Amendment to Declaration was received for record and recorded on June 30, 1988 in Volume 64, Pages 453, et seq., of the Summit County Records together with the Drawings attached thereto as Exhibit B, which Drawings were filed for record in Cabinet D, Slides 350-354, inclusive, of the Summit County Records; that the Declaration was subsequently further amended by a Seventh Amendment to Declaration of Condominium Ownership (the "Seventh Amendment to Declaration"), which Seventh Amendment to Declaration was received for record and recorded on August 19, 1988 in

Volume 96, Pages 547, et seq., of the Summit County Records together with the Drawings attached thereto as Exhibit B, which Drawings were filed for record in Cabinet D, Slides 487-493, inclusive, of the Summit County Records; that the Declaration was subsequently further amended by an Eighth Amendment to Declaration of Condominium Ownership (the "Eighth Amendment to Declaration"), which Eighth Amendment to Declaration was received for record and recorded on December 2, 1988, in Volume 158, Pages 144, et seq., of the Summit County Records together with the Drawings attached thereto as Exhibit B, which Drawings were filed for record in Cabinet E, Slides 7-9, inclusive, of the Summit County Records; and that said Ninth Amendment was duly adopted by Greenwood Land Development, Inc. and executed by its Vice President, Robert O. Jackson.

This Instrument  
Prepared By:  
STUART A. LAVEN of  
Ulmer & Berne  
900 Bond Court Building  
Cleveland, Ohio 44114  
(216) 621-8400

GREENWOOD LAND DEVELOPMENT, INC.

By  Vice President

NINTH AMENDMENT TO  
DECLARATION OF CONDOMINIUM OWNERSHIP  
FOR  
GREENWOOD VILLAGE IRONWOOD TRAIL CONDOMINIUMS

This Ninth Amendment to Declaration of Condominium Ownership for Greenwood Village Ironwood Trail Condominiums ("Eighth Amendment to Declaration"), executed this 16TH day of October, 1989 by Greenwood Land Development, Inc. ("Grantor"),

WITNESSES THAT:

WHEREAS, Grantor, an Ohio corporation, acquired approximately 4.4994 acres of land (the "Land") located in Sagamore Hills Township, Summit County, Ohio for the purpose of constructing thereon certain residential dwelling units and facilities;

WHEREAS, on April 19, 1984, Grantor filed for record with the Recorder for Summit County, Ohio a Declaration of Condominium Ownership for Greenwood Village Ironwood Trail Condominiums (the "Declaration") and certain drawings (the "Drawings") attached thereto as Exhibit B wherein Grantor submitted for condominium ownership under the name of Greenwood Village Ironwood Trail Condominiums (the "Condominium Development") approximately 0.5022 acres of the Land (the "Phase I Land") and the two residential Units under construction thereon, said Declaration being recorded on April 30, 1984 in Volume 6875, Pages 361-424 of the Summit County Records and said Drawings

being filed for record in Cabinet A, Slide 327 of the Summit County Records;

WHEREAS, by virtue of Paragraphs 15 and 16 of the Declaration, Grantor reserved the right to amend the Declaration for the purpose of adding to and including in the Condominium Development all or any portion of the Land and the improvements constructed or to be constructed thereon, and making the necessary changes in the percentage of interest in the Common Areas appertaining to each Unit and such other changes as are necessary or appropriate;

WHEREAS, on November 5, 1984, Grantor filed for record with the Recorder for Summit County, Ohio a First Amendment to Declaration of Condominium Ownership for Greenwood Village Ironwood Trail Condominiums (the "First Amendment to Declaration") and certain drawings (the "Drawings") attached thereto as Exhibit B wherein Grantor submitted for condominium ownership under the name of Greenwood Village Ironwood Trail Condominiums an additional .3373 acres of land (the "Phase II Land") and the residential Unit under construction thereon, said First Amendment to Declaration being recorded on December 12, 1984 in Volume 6994, Pages 111-120 of the Summit County Records and said Drawings being filed for record in Cabinet A, Slides 571 and 572 of the Summit County Records, which First Amendment to Declaration also made certain other amendments to the Declaration and the Drawings;



WHEREAS, on October 25, 1985, Grantor filed for record with the Recorder for Summit County, Ohio a Second Amendment to Declaration of Condominium Ownership for Greenwood Village Ironwood Trail Condominiums (the "Second Amendment to Declaration") and certain drawings (the "Drawings") attached thereto as Exhibit B wherein Grantor submitted for condominium ownership under the name of Greenwood Village Ironwood Trail Condominiums an additional .7566 acres of land (the "Phase III Land") and the residential Units constructed and under construction thereon, said Second Amendment to Declaration being recorded on October 28, 1985 in Volume 7137, Pages 719-728 of the Summit County Records and said Drawings being filed for record in Cabinet B, Slides 236-239 of the Summit County Records, which Second Amendment to Declaration also made certain other amendments to the Declaration and the Drawings;

WHEREAS, on March 25, 1987, Grantor filed for record with the Recorder for Summit County, Ohio a Third Amendment to Declaration of Condominium Ownership for Greenwood Village Ironwood Trail Condominiums (the "Third Amendment to Declaration") and certain drawings (the "Drawings") attached thereto as Exhibit B wherein Grantor submitted for condominium ownership under the name of Greenwood Village Ironwood Trail Condominiums an additional .3796 acres of land (the "Phase IV Land") and the residential Unit under construction thereon, said Third Amendment to Declaration being recorded on March 26, 1987 in Volume 7423, Pages 665 through 677, inclusive of the Summit County Records and

said Drawings being filed for record in Cabinet C, Slides 205-209, inclusive of the Summit County Records, which Third Amendment to Declaration also made certain other amendments to the Declaration and the Drawings;

WHEREAS, on October 23, 1987, Grantor filed for record with the Recorder for Summit County, Ohio a Fourth Amendment to Declaration of Condominium Ownership for Greenwood Village Ironwood Trail Condominiums (the "Fourth Amendment to Declaration") and certain drawings (the "Drawings") attached thereto as Exhibit B wherein Grantor submitted for condominium ownership under the name of Greenwood Village Ironwood Trail Condominiums an additional .2531 acres of land (the "Phase V Land") and the residential Unit constructed and under construction thereon, said Fourth Amendment to Declaration being recorded on October 26, 1987 in Volume 7515, Pages 871, et seq. of the Summit County Records and said Drawings being filed for record in Cabinet C, Slides 581-584, inclusive, of the Summit County Records, which Fourth Amendment to Declaration also made certain other amendments to the Declaration and the Drawings;

WHEREAS, on January 8, 1988, Grantor filed for record with the Recorder for Summit County, Ohio a Fifth Amendment to Declaration of Condominium Ownership for Greenwood Village Ironwood Trail Condominiums (the "Fifth Amendment to Declaration") and certain drawings (the "Drawings") attached thereto as Exhibit B wherein Grantor submitted for condominium ownership under the name of Greenwood Village Ironwood Trail Condominiums

an additional .3744 acres of land (the "Phase VI Land") and the residential Unit constructed and under construction thereon, said Fifth Amendment to Declaration being received for record on January 8, 1988 and recorded on January 11, 1988 in Volume 7566, Pages 535, et seq. of the Summit County Records and said Drawings being filed for record in Cabinet C, Slides 753-756, inclusive, of the Summit County Records, which Fifth Amendment to Declaration also made certain other amendments to the Declaration and the Drawings;

WHEREAS, on June 30, 1988, Grantor filed for record with the Recorder for Summit County, Ohio, a Sixth Amendment to Declaration of Condominium Ownership for Greenwood Village Ironwood Trail Condominiums (the "Sixth Amendment to Declaration") and certain drawings (the "Drawings") attached thereto as Exhibit B wherein Grantor submitted for condominium ownership under the name of Greenwood Village Ironwood Trail Condominiums an additional .3180 acres of land (the "Phase VII Land") and the residential Unit constructed and under construction thereon, said Sixth Amendment to Declaration being received for record and recorded on June 30, 1988 in Volume 64, Pages 453, et seq. of the Summit County Records and said Drawings being filed for record in Cabinet D, Slides 350-354, inclusive, of the Summit County Records, which Sixth Amendment to Declaration also made certain other amendments to the Declaration and the Drawings;

WHEREAS, on August 19, 1988, Grantor filed for record with the Recorder for Summit County, Ohio, a Seventh Amendment to

Declaration of Condominium Ownership for Greenwood Village Ironwood Trail Condominiums (the "Seventh Amendment to Declaration") and certain drawings (the "Drawings") attached thereto as Exhibit B wherein Grantor submitted for condominium ownership under the name of Greenwood Village Ironwood Trail Condominiums an additional 0.5343 acres of land (the "Phase VIII Land") and the residential Unit constructed and under construction thereon, said Seventh Amendment to Declaration being received for record and recorded on August 19, 1988 in Volume 96, Pages 547, et seq. of the Summit County Records and said Drawings being filed for record in Cabinet D, Slides 487-493, inclusive, of the Summit County Records, which Seventh Amendment to Declaration also made certain other amendments to the Declaration and the Drawings;

WHEREAS, on December 2, 1988 Grantor filed for record with the Recorder for Summit County, Ohio an Eighth Amendment to Declaration of Condominium Ownership for Greenwood Village Ironwood Trail Condominiums (the "Eighth Amendment to Declaration") and certain drawings (the "Drawings") attached thereto as Exhibit B wherein Grantor submitted for condominium ownership under the name of Greenwood Village Ironwood Trail Condominiums an additional 0.3432 acres of land (the "Phase IX Land") and the residential Unit constructed and under construction thereon, said Eighth Amendment to Declaration being received for record and recorded on December 2, 1988 in Volume 158, Pages 144, et seq. of the Summit County Records and said Drawings being filed for record in Cabinet E, Slides 7-9, inclusive, of the Summit County

Records, which Eighth Amendment to Declaration also made certain other amendments to the Declaration and the Drawings;

WHEREAS, Grantor desires to submit an additional 0.3121 acres of the Land and the improvements constructed and under construction thereon to the condominium form of ownership so that they shall become subject to the terms, conditions and covenants of the Declaration, as amended; and

WHEREAS, Grantor desires to make certain other amendments to the Declaration and the Drawings;

NOW, THEREFORE, Grantor hereby further amends the Declaration and the Drawings as follows:

1. Paragraph 1.A.(i)., which sets forth the legal description of Parcel No. 1, is hereby further amended to include the following 0.3121 acres of additional land (the "Phase X Land"):

LEGAL DESCRIPTION  
OF  
IRONWOOD TRAIL CONDOMINIUMS PHASE X  
0.3121 ACRE PARCEL

Situated in the Township of Sagamore Hills, County of Summit and State of Ohio and known as being part of Block "B" in the Greenwood Village Subdivision No. 5, as recorded in Cabinet A, Slides 216 and 217 of Summit County Map Records. Said parcel is also a part of original Northfield Township Lot 77 and further described as follows:

Beginning at the southeasterly corner of Block "B", as shown by said Plat of Greenwood Village Subdivision No. 5 so recorded;

Thence South 75° 30' 33" West and along the southerly line of Block "B", as shown by said plat, a distance of 250.00 feet to an angle point therein;

Thence South 75° 28' 42" West and continuing along the southerly line of said Block "B", a distance of 81.50 feet to an angle point therein;

Thence North 87° 13' 21" West and continuing along the southerly line of said Block "B", a distance of 87.89 feet to a point therein, and the principal place of beginning for the parcel of land herein described;

Thence continuing North 87° 13' 21" West and along the southerly line of said Block "B", a distance of 39.41 feet to an angle point therein;

Thence North 69° 30' 00" West and continuing along the southerly line of said Block "B", a distance of 59.92 feet to a point therein, said point also being the southeasterly corner of the Ironwood Trail Condominiums Phase III, as shown by plat recorded in Cabinet B, Slides 236 thru 239 of Summit County Records;

Thence North 20° 41' 00" East and along the easterly line of said Ironwood Trail Condominiums Phase III, a distance of 163.49 feet to a point on the southerly line of the Ironwood Trail Condominiums Phase II, as shown by plat recorded in Cabinet A, Slides 571 and 572 of Summit County Records;

Thence North 75° 30' 53" East and along said southerly line of the Ironwood Trail Condominiums Phase II, a distance of 58.70 feet to a point therein;

Thence South 5° 43' 28" West, a distance of 191.49 feet to a point, and the principal place of beginning for the parcel of land herein described and containing 0.3121 acre of land, be the same, more or less, but subject to all legal highways and easements of record.

As a result of the inclusion of the Phase X Land in Parcel No. 1, Parcel No. 1 now consists of a total of 4.1108 acres of land.

2. Paragraph 1.A.(ii)., which sets forth the legal description of Parcel No. 2, is hereby further amended to delete therefrom the Phase X Land. As a result, Parcel No. 2 now consists of 0.3886 acres of land.

3. Paragraph 1.B.(xi)., entitled "Drawings", is deleted and the following substituted therefor:

"(xi) Drawings means the drawings prepared and certified by Steven V. Ciuni, Registered Surveyor No. 5284, and by Steven V. Ciuni, Licensed Professional Engineer No. 28363, in accordance with Section 5311.04 of the Ohio Revised Code, relating to the Condominium Property. The Drawings include the Drawing showing the Site Plan for the Phase I Land dated February, 1984 and attached as Exhibit B to the Declaration, the Drawing showing the Site Plan for the Phase II Land dated October,

1984 and attached as Exhibit B to the First Amendment to Declaration, the Drawing showing the elevations of the Buildings located on the Phase I Land attached as Exhibit B to the First Amendment to Declaration, the Drawing showing the elevations of the Building located on the Phase II Land attached as Exhibit B to the First Amendment to Declaration, the Drawing showing the Site Plan for the Phase III Land dated September, 1985 attached as Exhibit B to the Second Amendment to Declaration, the Drawings showing the elevations of the Buildings located on the Phase III Land attached as Exhibit B to the Second Amendment to Declaration, the Drawings showing the Site Plan for the Phase IV Land dated March, 1987 attached as Exhibit B to the Third Amendment to Declaration, the Drawings showing the elevations and floor plans of the Buildings located on the Phase IV Land attached as Exhibit B to the Third Amendment to Declaration, the Drawings showing the Site Plan for the Phase V Land dated October, 1987 and attached as Exhibit B to the Fourth Amendment to Declaration, the Drawings showing the elevations and floor plan of the Building located on the Phase V Land attached as Exhibit B to the Fourth Amendment to Declaration, the Drawings showing the Site Plan for the Phase VI Land dated November, 1987 and attached as Exhibit B to this Fifth Amendment to Declaration, the Drawings showing the elevations and floor plan of the Building located on the Phase VI Land attached as Exhibit B to the Fifth Amendment to Declaration, the Drawings showing the Site Plan for the Phase VII Land dated June 21, 1988 and attached as Exhibit B to the Sixth Amendment to Declaration, the Drawings showing the elevations and floor plan of the Building located on the Phase VII Land attached as Exhibit B to the Sixth Amendment to Declaration, the Drawing showing the Site Plan for the Phase VIII Land dated August 12, 1988 and attached as Exhibit B to the Seventh Amendment to

Declaration, the Drawings showing the elevations and floor plans of the Buildings located on the Phase VIII Land attached as Exhibit B to the Seventh Amendment to Declaration, the Drawings showing the Site Plan for the Phase IX Land dated November 22, 1988 and attached as Exhibit B to the Eighth Amendment to Declaration, the Drawings showing the elevations and floor plans of the Buildings located on the Phase IX Land attached as Exhibit B to the Eighth Amendment to Declaration, the Drawing showing the Site Plan for the Phase X Land dated October, 1989 and attached as Exhibit B to this Ninth Amendment to Declaration, and the Drawings showing the elevations and floor plans of the Building located on the Phase X Land attached as Exhibit B to this Ninth Amendment to Declaration.

4. Paragraph 4, entitled "General Description of Condominium Property," is deleted and the following is substituted therefor:

"4. General Description of Condominium Property.

Until amended as provided in Paragraph 15 hereof, the Condominium Property consists of Parcel No. 1; the Parcel No. 1 Buildings and other improvements located thereon, including, without limitation the eleven (11) detached and six (6) attached residential structures, attached two-car garages and patios and/or decks; all easements, rights, and appurtenances belonging thereto; and all articles of personal property existing thereon for the common use of the Unit Owners. The first of such residential structures is one story in height and designated "915" on the Drawings; the second of such residential structures is two stories in height and designated



"917" on the Drawings, the third of such residential structures is one story in height and designated "950" on the Drawings; the fourth of such residential structures is one story in height and designated "944" on the Drawings; the fifth of such residential structures is one story in height and designated "946" on the Drawings; the sixth of such residential structures is two stories in height and designated "948" on the Drawings; the seventh and eighth of such residential structures are attached structures two stories in height designated "914" and "916" respectively on the Drawings; the ninth of such residential structures is one story in height and designated "952" on the Drawings; the tenth of such residential structures is one story in height and designated "930" on the Drawings; the eleventh and twelfth of such residential structures are attached structures and designated "920" and "922" on the Drawings, Unit "920" being one story in height and Unit "922" being two stories in height; the thirteenth of such residential structures is two stories in height and designated "924" on the Drawings; the fourteenth and fifteenth of such residential structures are attached structures two stories in height and designated "926" and "928" on the Drawings; and the sixteenth such residential structure is two stories in height and designated "918" on the Drawings; and the seventeen such residential structure is two stories in height and designated "942" on the Drawings. Units 915 and 917 are constructed principally of cement block, brick veneer and wood, Unit 950 is constructed principally of cement and wood, and Units 914, 916, 918, 920, 922, 924, 926, 928, 930, 942, 944, 946, 948 and 952 are

constructed principally of cement block and wood. Units 915 and 917 have a crawl space beneath the first floor, Units 914, 916, 918, 920, 928, 930, 942 and 950 are "slab on grade" construction, Units 944, 946 and 952 have partial basements and Units 922, 924, 926, and 948 have a full basement.

The location, perimeter dimensions and elevations of the Units and the location of the Common Areas are shown graphically on the Drawings."

5. The second subparagraph of Paragraph 6.B., which sets forth the percentage of interest in the Common Areas appurtenant to each Unit, is deleted and the following is substituted therefor:

"Until amended as provided in Paragraph 15 hereof, the percentage of interest in the Common Areas appurtenant to each Unit, as determined by Grantor in accordance with the provisions of Chapter 5311, shall be as follows:

<u>Unit Number</u>	<u>Percentage of Interest</u>
914	4.61
915	5.19
916	4.99
917	6.32
918	5.21
920	4.39
922	6.14
924	6.92

926	6.38
928	5.55
930	5.52
942	6.25
944	6.53
946	6.02
948	8.14
950	5.26
952	6.58"

6. Paragraph 15.B.(iii) is deleted and the following is substituted therefor:

"(iii) There are no limitations as to the location of any improvements that may be made on Parcel No. 2. Improvements may include, but are not limited to, sewers, utility lines, lakes, drives, roads and landscaping as may be necessary or desirable to serve any portion of Parcel No. 2, as well as Buildings. However, the Buildings constructed on Parcel No. 2 shall not contain in the aggregate more than one (1) Unit."

7. As set forth in Paragraph 16 of the Declaration, the foregoing Ninth Amendment to Declaration shall be effective as of the time it is delivered to the Summit County Recorder for recording. Except as amended by this Ninth Amendment to Declaration, all the terms and provisions of the Declaration, as amended by the First Amendment to Declaration, the Second Amendment to Declaration, the Third Amendment to Declaration, the Fourth Amendment to Declaration, the Fifth Amendment to

Declaration the Sixth Amendment to Declaration, the Seventh Amendment to Declaration and the Eighth Amendment to Declaration, shall remain in full force and effect.

IN WITNESS WHEREOF, Greenwood Land Development, Inc. has caused this instrument to be executed by its Vice President this 16TH day of October, 1989.

Signed and Acknowledged  
in the presence of:

GREENWOOD LAND DEVELOPMENT, INC.  
("Grantor")

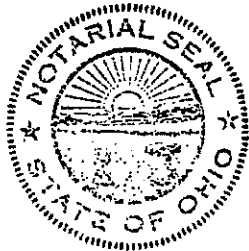
Lozzy L. Smith  
Patricia O. Jackson

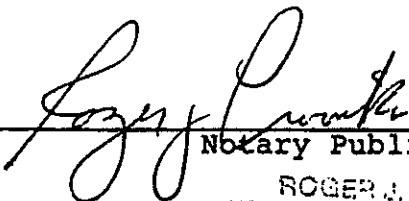
By Robert O. Jackson  
Robert O. Jackson, Vice President

STATE OF OHIO                    )  
                                      ) SS:  
COUNTY OF CUYAHOGA        )

Before me, a Notary Public in and for said State and County, personally appeared the above-named Greenwood Land Development, Inc., an Ohio corporation, by Robert O. Jackson, its Vice President, who acknowledged that he did sign the foregoing instrument and that the same is the free act and deed of said Corporation and the free act and deed of him personally and as such officer.

IN TESTIMONY WHEREOF, I have hereunto subscribed my name and affixed my official seal at WALTON HILLS, OHIO, this 16th day of October, 1989.



  
\_\_\_\_\_  
Notary Public  
ROGER J. PIVONKA  
NOTARY PUBLIC, STATE OF OHIO  
My Commission Expires April 1, 1993



OR 612- 788

6875/361

COUNTY OF SUMMIT  
RECEIVED & RECORDED

91 JAN 11 PM 3:26

RALPH JAMES - RECORDER

FEE \$ 19.00

619574

O.R. 612 PG. 788-799

David W Kaman  
Fedor & Kaman  
600 Terminal Tower  
Cleveland 44113

AMENDMENT TO THE

DECLARATION OF CONDOMINIUM OWNERSHIP

FOR THE GREENWOOD VILLAGE IRONWOOD TRAIL CONDOMINIUM

This will certify that copies of this Amendment to the Declaration of Condominium Ownership for Greenwood Village Ironwood Trail Condominiums have, been filed in the office of the County Auditor, Summit County, Ohio.

Dated: January 11, 1991

*James B. McCarthy*  
By *Cypath*  
Deputy Auditor

619574-11-L  
ATTN: DAVID W KAMAN ESQ  
FEDOR & KAMAN  
600 TERMINAL TOWER  
CLEVELAND OH 44113

TRANSFER NOT NECESSARY  
JAN 11 1991  
James B. McCarthy County Auditor

1-11-91

APPROVED AS TO FORM  
*William E. Schuetz*  
Assistant Prosecuting Attorney Summit County

AMENDMENTS TO THE  
DECLARATION OF CONDOMINIUM OWNERSHIP

FOR THE GREENWOOD VILLAGE IRONWOOD TRAIL CONDOMINIUM

WHEREAS, the Declaration of Condominium Ownership for the Greenwood Village Ironwood Trail Condominium was recorded in Summit County records in Volume 6875, Page 361 et seq., and

WHEREAS, the Ironwood Trail Condominium Association, Inc., is a corporation consisting of all Family Unit Owners in the Greenwood Village Ironwood Trail Condominium and as such is the representative of said owners, and

WHEREAS, Section 16 of said Declaration authorizes amendments to the Declaration and

WHEREAS, Family Unit owners in excess of 75% of the voting power of the Association have executed three instruments in writing setting forth specifically the new matters to be added, and

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

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

WHEREAS, the Association has in its records the signed consents to the Amendment No. 1 signed by 83.59% of the Family Unit owners and further has in its records the consents, if any, of the mortgagees as certified to by the Secretary in the Attached Exhibit B, and

WHEREAS, the Association has in its records the signed power of attorney signed by 83.59% of the Family Unit owners authorizing the officers of the Ironwood Trail Condominium Association, Inc. to execute this recorded document on their behalf, and

WHEREAS, the Association has in its records the signed consents to the Amendment No. 2 signed by 76.67% of the Family Unit owners and further has in its records the consents, if any, of the mortgagees as certified to by the Secretary in the Attached Exhibit B, and

WHEREAS, the Association has in its records the signed power of attorney signed by 76.67% of the Family Unit owners authorizing the officers of the Ironwood Trail Condominium Association, Inc. to execute this recorded document on their behalf, and

UN 612-789  
687



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

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

AMENDMENT NO. 1

INSERT a new Declaration ARTICLE 17, PARAGRAPH (C), COST OF COLLECTION. Said new addition to be added on page 32 of the Declaration as recorded in Summit County Records at Volume 6875, Page 361 et seq., is as follows:

(C) COST OF COLLECTION. A delinquent unit owner shall also be liable for any and all costs incurred by the Association in connection with the collection of the delinquent owner's account, including reasonable attorney fees, recording costs, title reports and/or court costs.

AMENDMENT NO. 2

INSERT a new Declaration ARTICLE 17, PARAGRAPH (D), COST OF ENFORCEMENT. Said new addition to be added on page 32 of the Declaration as recorded in Summit County Records at Volume 6875, Page 361, is as follows:

D. COST OF ENFORCEMENT. If any unit owner (either by his conduct or by the conduct of any occupant of his unit) shall violate any provisions in this Declaration or in the By-Laws or any rule adopted, said unit owner shall pay to the Association, in addition to any other sums due, all costs and expenses incurred by the Association in connection with the enforcement of said provision or rule, including attorney fees and court costs.

IN WITNESS, WHEREOF, the said Ironwood Trail Condominium Association, Inc. has caused the execution of this instrument this 28th day of December, 1990.

Signed in the  
presence of:

IRONWOOD TRAIL CONDOMINIUM  
ASSOCIATION, INC.

Janice C. Dase

By Robert A. Schannen  
BOB TSCHANNEN, President

Lawrence P. Whelpley

By Rose Marie Moody  
ROSE MARIE MOODY, Secretary

STATE OF OHIO                    )  
                                      ) SS  
COUNTY OF SUMMIT                )

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

IN TESTIMONY WHEREOF, I have hereunto set my hand and official seal at Cleveland, Ohio, this 28<sup>th</sup> day of December, 1990.

Marilyn L. MacGregor  
Notary Public

This Instrument Prepared By:  
**DAVID W. KAMAN**  
Attorney at Law  
600 Terminal Tower  
Cleveland, Ohio 44113  
(216) 696-0650

**MARILYN L. MacGREGOR**  
Notary Public - State of Ohio, Cuyahoga Cty.  
My Commission Expires April 4, 1995

OR 612-791

AFFIDAVIT

STATE OF OHIO                    )  
                                      ) SS  
COUNTY OF SUMMIT            )

Bob Tschannen, being first duly sworn, states as follows:

1) He is the duly elected and acting president of the Ironwood Trail Condominium Association, Inc.

2) As such president he caused copies of the amendments to the Declaration of the Ironwood Trail Condominium Association to be mailed by certified mail to all mortgagees on the records of the Association having bona fide liens of record against any Family Unit ownership.

3) Further affiant sayeth naught.

  
BOB TSCHANNEN, President

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

In Testimony Whereof, I have hereunto set my hand and official seal at Cleveland, Ohio this 28th day of December, 1990.

  
Notary Public

**MARILYN L. MacGREGOR**  
Notary Public - State of Ohio, Cuyahoga Cty.  
My Commission Expires April 4, 1995

CERTIFICATION OF SECRETARY

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

N O N E

Rose Marie Moody  
ROSE MARIE MOODY, Secretary

STATE OF OHIO                    )  
                                      ) SS  
COUNTY OF SUMMIT            )

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

In Testimony Whereof, I have hereunto set my hand and official seat at Cleveland, Ohio this 28<sup>th</sup> day of December, 1990.

Marielyn L. MacGregor  
Notary Public

**MARIELYN L. MacGREGOR**  
Notary Public - State of Ohio, Cuyahoga City.  
My Commission Expires April 4, 1995

OR 612 - 798

Exhibit B

6873  
361

AMENDMENT TO THE  
DECLARATION OF CONDOMINIUM OWNERSHIP  
FOR THE GREENWOOD VILLAGE IRONWOOD TRAIL CONDOMINIUMS

COUNTY OF SUMMIT  
RECEIVED & RECORDED

698220

O.R. 848 PG. 825-830

92 JAN -8 AM 9:30

RALPH JAMES - RECORDER

FEE \$ 19.00

This will certify that a copy of the within Amendment to the Declaration of Condominium Ownership for the Greenwood Village Ironwood Trail Condominiums has been filed in the office of the County Auditor of Summit County, Ohio.

*James B. McCarthy*  
COUNTY AUDITOR  
SUMMIT COUNTY

Date:

January 8, 1992

BY:

Cuyatt  
*Deputy Auditor*

OR 848 - 825

AMENDMENT TO THE  
DECLARATION OF CONDOMINIUM OWNERSHIP  
FOR THE GREENWOOD VILLAGE IRONWOOD TRAIL CONDOMINIUMS

WHEREAS, the Declaration of Condominiums Ownership for the Greenwood Village Ironwood Trail Condominiums was recorded on April 16, 1984 in Volume 6875, Page 361 et seq., inclusive, of Summit County Records, and

WHEREAS, The Ironwood Trail Condominiums Association, Inc. is a corporation consisting of all Family Unit Owners in the Greenwood Village Ironwood Trail Condominiums and as such is the representative of said owners, and

WHEREAS, Article 16 of said Declaration authorizes amendments to the Declaration, and

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

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

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

WHEREAS, the Association has in its records the signed consents to the amendment signed by 82.09% of the Family Unit Owners and further has in its records the consents, if any, of the mortgagees as certified by the Secretary in the attached Exhibit B, and

WHEREAS, the Association has in its records the signed power of attorney signed by 82.09% of the Family Unit Owners authorizing the officers of the Greenwood Village Ironwood Trail Condominiums to execute this recorded document on their behalf, and

WHEREAS, the proceedings necessary to amend the Declaration as required by Chapter 5311 of the Ohio Revised Code and the Declaration of Condominiums Ownership for the Greenwood Village Ironwood Trail Condominiums have in all respects been complied with,

NOW, THEREFORE, the Declaration of Condominiums Ownership of the Greenwood Village Ironwood Trail Condominiums is hereby amended by the following:

OR 848-826

DELETE THE LAST SENTENCE OF ARTICLE 18, SECTION (A) titled Sales or Lease. Said deletion to be on Page 33 of the Declaration as recorded in Summit County Records, Volume 6875, Page 398.

ADD THREE (3) NEW PARAGRAPHS TO ARTICLE 18, SECTION (A) of the Declaration titled Sale or Lease. Said addition to be on Page 33 of the Declaration as recorded in Summit County Records, Volume 6875, Page 398, is as follows:

No unit shall be leased by a unit owner to others for business, speculative, investment or any other purposes. To meet special situations and to avoid undue hardship or practical difficulties, the Board of Managers shall grant permission to an owner to lease his unit to a specified renter for a period of not less than four (4) consecutive months nor more than twelve (12) consecutive months, provided said lease is made subject to the rules of the board and/or Association and restrictions of this Declaration and By-Laws. The hardship exception may in no event be extended beyond the twelve (12) month period.

Any unit owner leasing his unit at the time of filing of this Amendment with the County Recorder, and who has registered his unit as a rental unit with the Association, shall continue to enjoy the privilege of renting that unit until the title to said unit is transferred to a subsequent owner.

Any conflict between this provision and other provisions of this Declaration or the By-Laws shall be interpreted in favor of this restriction on leasing.

IN WITNESS WHEREOF, the said Ironwood Trail Condominiums Association, Inc. has caused the execution of this instrument this 24th day of December, 1991.

Signed in the  
Presence of:

Janice C. Base  
Patricia L. Dimick

THE IRONWOOD TRAIL CONDOMINIUM  
ASSOCIATION, INC.

By: Bob Tschannen  
BOB TSCHANNEN, President

By: Rosemarie A. Moody  
ROSE MARIE MOODY, Secretary

OR 848 - 827

STATE OF OHIO                    )  
                                       ) SS  
 COUNTY OF SUMMIT                )

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

IN WITNESS WHEREOF, I have hereunto set my hand and official seal at Cleveland, Ohio, this 24th day of December, 1991.

Marilyn L. MacGregor  
 NOTARY PUBLIC

**MARILYN L. MacGREGOR**  
 Notary Public - State of Ohio, Cuyahoga Cty.  
 My Commission Expires April 4, 1995

This instrument prepared by:  
 DAVID W. KAMAN  
 Fedor, Kaman, & Ott, Attorneys  
 600 Terminal Tower  
 Cleveland, Ohio 44113  
 696-0650



AFFIDAVIT

STATE OF OHIO       )  
                              ) SS  
COUNTY OF SUMMIT )

BOB TSCHANNEN, being first duly sworn, states as follows:

1. He is the duly elected and acting President of the Ironwood Trail Condominiums Association, Inc.

2. As such President he caused copies of the amendment to the Bylaws of the Ironwood Trail Condominiums Association, Inc. to be mailed by certified mail to all mortgagees on the records of the Association having bona fide liens of record against any Family Unit Ownership.

3. Further affiant sayeth naught.

*Robert H. Tschannen*  
*Bob Tschannen*  
BOB TSCHANNEN, President

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

IN TESTIMONY WHEREOF, I have hereunto set my hand and official seal at Cleveland, Ohio, this 24th day of December, 1991.

*Marilyn L. MacGregor*  
NOTARY PUBLIC

**MARILYN L. MacGREGOR**  
Notary Public - State of Ohio, Cuya. Cty.  
My Commission Expires April 4, 1995

EXHIBIT A

OR 848 - 829

CERTIFICATION OF SECRETARY

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

N O N E

*Rose Marie Moody*  
ROSE MARIE MOODY

STATE OF OHIO       )  
                              ) SS  
COUNTY OF SUMMIT   )

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

In Testimony Whereof, I have hereunto set my hand and official seat at *Cleveland*, Ohio, this *24th* day of *December* 1991.

*Marilyn L. MacGregor*  
NOTARY PUBLIC

**MARILYN L. MacGREGOR**  
Notary Public - State of Ohio, Cuyahoga Cty.  
My Commission Expires April 4, 1996

EXHIBIT B

6875  
361

AMENDMENT TO THE  
DECLARATION OF CONDOMINIUM OWNERSHIP  
FOR THE GREENWOOD VILLAGE IRONWOOD TRAIL CONDOMINIUMS

698220  
O.R. 848 PG. 825-830

COUNTY OF SUMMIT  
RECEIVED & RECORDED

92 JAN -8 AM 9:30

RALPH JAMES - RECORDER

FEE \$ 19.00

This will certify that a copy of the within Amendment to the Declaration of Condominium Ownership for the Greenwood Village Ironwood Trail Condominiums has been filed in the office of the County Auditor of Summit County, Ohio.

James B. McCarty  
COUNTY AUDITOR  
SUMMIT COUNTY

Date: January 8, 1992

BY: Cuyatt  
Deputy Auditor

OR: 848 - 825

AMENDMENT TO THE  
DECLARATION OF CONDOMINIUM OWNERSHIP  
FOR THE GREENWOOD VILLAGE IRONWOOD TRAIL CONDOMINIUMS

WHEREAS, the Declaration of Condominiums Ownership for the Greenwood Village Ironwood Trail Condominiums was recorded on April 16, 1984 in Volume 6875, Page 361 et seq., inclusive, of Summit County Records, and

WHEREAS, The Ironwood Trail Condominiums Association, Inc. is a corporation consisting of all Family Unit Owners in the Greenwood Village Ironwood Trail Condominiums and as such is the representative of said owners, and

WHEREAS, Article 16 of said Declaration authorizes amendments to the Declaration, and

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

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

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

WHEREAS, the Association has in its records the signed consents to the amendment signed by 82.09% of the Family Unit Owners and further has in its records the consents, if any, of the mortgagees as certified by the Secretary in the attached Exhibit B, and

WHEREAS, the Association has in its records the signed power of attorney signed by 82.09% of the Family Unit Owners authorizing the officers of the Greenwood Village Ironwood Trail Condominiums to execute this recorded document on their behalf, and

WHEREAS, the proceedings necessary to amend the Declaration as required by Chapter 5311 of the Ohio Revised Code and the Declaration of Condominiums Ownership for the Greenwood Village Ironwood Trail Condominiums have in all respects been complied with,

NOW, THEREFORE, the Declaration of Condominiums Ownership of the Greenwood Village Ironwood Trail Condominiums is hereby amended by the following:

DELETE THE LAST SENTENCE OF ARTICLE 18, SECTION (A) titled Sales or Lease. Said deletion to be on Page 33 of the Declaration as recorded in Summit County Records, Volume 6875, Page 398.

ADD THREE (3) NEW PARAGRAPHS TO ARTICLE 18, SECTION (A) of the Declaration titled Sale or Lease. Said addition to be on Page 33 of the Declaration as recorded in Summit County Records, Volume 6875, Page 398, is as follows:

No unit shall be leased by a unit owner to others for business, speculative, investment or any other purposes. To meet special situations and to avoid undue hardship or practical difficulties, the Board of Managers shall grant permission to an owner to lease his unit to a specified renter for a period of not less than four (4) consecutive months nor more than twelve (12) consecutive months, provided said lease is made subject to the rules of the board and/or Association and restrictions of this Declaration and By-Laws. The hardship exception may in no event be extended beyond the twelve (12) month period.

Any unit owner leasing his unit at the time of filing of this Amendment with the County Recorder, and who has registered his unit as a rental unit with the Association, shall continue to enjoy the privilege of renting that unit until the title to said unit is transferred to a subsequent owner.

Any conflict between this provision and other provisions of this Declaration or the By-Laws shall be interpreted in favor of this restriction on leasing.

IN WITNESS WHEREOF, the said Ironwood Trail Condominiums Association, Inc. has caused the execution of this instrument this 24th day of December, 1991.

Signed in the  
Presence of:

Ganice C. Basel  
Patricia L. Dimick

THE IRONWOOD TRAIL CONDOMINIUM  
ASSOCIATION, INC.

By: Bob Tschanen  
BOB TSCHANEN, President

By: Rose Marie Moody  
ROSE MARIE MOODY, Secretary

OR 848-827

AFFIDAVIT

STATE OF OHIO        )  
                          ) SS  
COUNTY OF SUMMIT )

BOB TSCHANNEN, being first duly sworn, states as follows:

1. He is the duly elected and acting President of the Ironwood Trail Condominiums Association, Inc.

2. As such President he caused copies of the amendment to the Bylaws of the Ironwood Trail Condominiums Association, Inc. to be mailed by certified mail to all mortgagees on the records of the Association having bona fide liens of record against any Family Unit Ownership.

3. Further affiant sayeth naught.

*Robert H. Tschannen*  
*Bob Tschannen*  
\_\_\_\_\_  
BOB TSCHANNEN, President

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

IN TESTIMONY WHEREOF, I have hereunto set my hand and official seal at Cleveland, Ohio, this 24th day of December, 1991.

*Marilyn L. McGregor*  
\_\_\_\_\_  
NOTARY PUBLIC

MARILYN L. MCGREGOR  
Notary Public - State of Ohio, Cuyahoga City,  
My Commission Expires April 4, 1993

EXHIBIT A

OR 848 - 829

070 - 040 UN

STATE OF OHIO )  
COUNTY OF SUMMIT ) SS

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

IN WITNESS WHEREOF, I have hereunto set my hand and official seal at Cleveland, Ohio, this 24th day of December, 1991.

Marilyn L. MacGregor  
NOTARY PUBLIC

MARILYN L. MacGREGOR  
Notary Public - State of Ohio, Cert. Exp.  
My Commission Expires April 4, 1995

This instrument prepared by:  
DAVID W. KAMAN  
Fedor, Kaman, & Ott, Attorneys  
600 Terminal Tower  
Cleveland, Ohio 44113  
696-0650

111-848-830

CERTIFICATION OF SECRETARY

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

N O N E

Rose Marie Moody  
ROSE MARIE MOODY

STATE OF OHIO        )  
                          ) SS  
COUNTY OF SUMMIT    )

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

In Testimony Whereof, I have hereunto set my hand and official seat at Cleveland, Ohio, this 24th day of December, 1991.

Marilyn L. MacGregor  
NOTARY PUBLIC

MARILYN L. MacGREGOR  
Notary Public - State of Ohio, Cuyahoga Co.  
My Commission Expires April 4, 1996

EXHIBIT B



UR 1926-894

COUNTY OF SUMMIT  
RECEIVED & RECORDED

058603

55 MAY 17 PM 3:27

D.R.

PG.

894-933

RALPH JAMES - RECORDER

FEE \$162<sup>00</sup>

PLAT: 86<sup>40</sup>

248<sup>40</sup>

MAIL TO:

CAB L: 545 K94

DOCUMENT NUMBER

OFFICIAL RECORD

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

COPY

GREENWOOD VILLAGE IRONWOOD TRAIL CONDOMINIUMSSAGAMORE HILLS TOWNSHIP, OHIOELEVENTH AMENDMENT TO DECLARATION OF CONDOMINIUM OWNERSHIP

This will certify that copies of this Eleventh Amendment to the Declaration of Condominium Ownership for Greenwood Village Ironwood Trail Condominiums, together with the Drawings attached thereto as Exhibit B, have been filed in the office of the County Auditor, Summit County, Ohio.

Dated: May 17, 1995

*James B. McCarthy*

~~TIM DAVIS~~, COUNTY AUDITOR

BY

*Barbara J. Long*  
Deputy Auditor

CERTIFICATION OF ELEVENTH AMENDMENT TO  
DECLARATION OF CONDOMINIUM OWNERSHIP  
FOR GREENWOOD VILLAGE IRONWOOD TRAIL CONDOMINIUMS

Greenwood Trading Corporation, successor by merger to Greenwood Land Development, Inc., hereby certifies that attached hereto is the Eleventh Amendment to that certain Declaration of Condominium Ownership for Greenwood Village Ironwood Trail Condominiums (the "Declaration"), which Declaration was received for record on April 19, 1984 and recorded on April 30, 1984 in Volume 6875, Pages 361 through 424 of the Summit County Records together with the Drawings attached thereto as Exhibit B, which Drawings were filed for record in Cabinet A, Slide 327, of the Summit County

TRANSFER NOT NECESSARY

5-17-95  
James B. McCarthy County Auditor

APPROVED BY FORM

*William E. Schults*  
Deputy Auditor

5-17-95

N. 1. 12

(P7)

Records; that the Declaration was subsequently amended by a First Amendment to Declaration of Condominium Ownership (the "First Amendment to Declaration"), which First Amendment to Declaration was received for record on November 5, 1984 and recorded on December 18, 1984 in Volume 6694, Pages 111 through 120 of the Summit County Records together with the Drawings attached thereto as Exhibit B, which Drawings were filed for record in Cabinet A, Slides 571 and 572 of the Summit County Records; that the Declaration was subsequently further amended by a Second Amendment to Declaration of Condominium Ownership (the "Second Amendment to Declaration"), which Second Amendment to Declaration was received for record on October 25, 1985 and recorded on October 28, 1985 in Volume 7137, Pages 719 through 728 of the Summit County Records together with the Drawings attached thereto as Exhibit B, which Drawings were filed for record in Cabinet B, Slides 236 through 239 of the Summit County Records; that the Declaration was subsequently further amended by a Third Amendment to Declaration of Condominium Ownership (the "Third Amendment to Declaration"), which Third Amendment to Declaration was received for record on March 25, 1987 and recorded on March 26, 1987 in Volume 7423, Pages 665 through 677, inclusive of the Summit County Records together with the Drawings attached thereto as Exhibit B, which Drawings were filed for record in Cabinet C, Slides 205 through 209, inclusive of the Summit County Records; that the Declaration was subsequently further amended by a Fourth Amendment to Declaration of Condominium Ownership (the "Fourth Amendment to

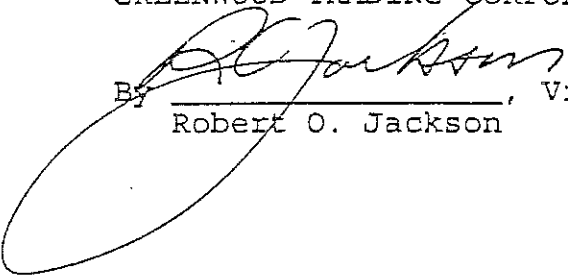
Declaration"), which Fourth Amendment to Declaration was received for record on October 23, 1987 and recorded on October 26, 1987 in Volume 7515, Pages 871, et seq., of the Summit County Records together with the Drawings attached thereto as Exhibit B, which Drawings were filed for record in Cabinet C, Slides 581-584, inclusive, of the Summit County Records; that the Declaration was subsequently further amended by a Fifth Amendment to Declaration of Condominium Ownership (the "Fifth Amendment to Declaration"), which Fifth Amendment to Declaration was received for record on January 8, 1988 and recorded on January 11, 1988 in Volume 7566, Pages 535, et seq., of the Summit County Records together with the Drawings attached thereto as Exhibit B, which Drawings were filed for record in Cabinet C, Slides 753-756, inclusive, of the Summit County Records; that the Declaration was subsequently further amended by a Sixth Amendment to Declaration of Condominium Ownership (the "Sixth Amendment to Declaration"), which Sixth Amendment to Declaration was received for record and recorded on June 30, 1988 in Volume 64, Pages 453, et seq., of the Summit County Records together with the Drawings attached thereto as Exhibit B, which Drawings were filed for record in Cabinet D, Slides 350-354, inclusive, of the Summit County Records; that the Declaration was subsequently further amended by a Seventh Amendment to Declaration of Condominium Ownership (the "Seventh Amendment to Declaration"), which Seventh Amendment to Declaration was received for record and recorded on August 19, 1988 in Volume 96, Pages 547, et seq., of the Summit

County Records together with the Drawings attached thereto as Exhibit B, which Drawings were filed for record in Cabinet D, Slides 487-493, inclusive, of the Summit County Records; that the Declaration was subsequently further amended by an Eighth Amendment to Declaration of Condominium Ownership (the "Eighth Amendment to Declaration"), which Eighth Amendment to Declaration was received for record and recorded on December 2, 1988, in Volume 158, Pages 144, et seq., of the Summit County Records together with the Drawings attached thereto as Exhibit B, which Drawings were filed for record in Cabinet E, Slides 7-9, inclusive, of the Summit County Records; that the Declaration was subsequently further amended by a Ninth Amendment to Declaration of Condominium Ownership (the "Ninth Amendment to Declaration"), which Ninth Amendment to Declaration was received for record and recorded on JANUARY 11, 1991, in Volume OR 612, Pages 788 et seq. of the Summit County Records together with the Drawings attached thereto as Exhibit B, which Drawings were filed for record in Cabinet E, Slides 730-732, inclusive, of the Summit County Records; that the Declaration was further amended by an Amendment to the Declaration of Condominium Ownership for the Greenwood Village Ironwood Trail Condominiums (the "Tenth Amendment to Declaration"), which Tenth Amendment to Declaration was received for record and recorded on January 8, 1992, in O.R. 848, Pages 825, et seq., of the Summit County Records; and that said Eleventh Amendment was duly adopted by Greenwood Trading Corporation,

successor by merger to Greenwood Land Development, Inc., and  
executed by its Vice President, Robert O. Jackson.

This Instrument  
Prepared By:  
STUART A. LAVEN of  
Ulmer & Berne  
900 Bond Court Building  
Cleveland, Ohio 44114  
(216) 621-8400

GREENWOOD TRADING CORPORATION

By  Vice President  
Robert O. Jackson

G:\WPDOC\LAVST\158759.C1

ELEVENTH AMENDMENT TO  
DECLARATION OF CONDOMINIUM OWNERSHIP  
FOR  
GREENWOOD VILLAGE IRONWOOD TRAIL CONDOMINIUMS

This Eleventh Amendment to Declaration of Condominium Ownership for Greenwood Village Ironwood Trail Condominiums ("Eighth Amendment to Declaration"), executed this 4<sup>TH</sup> day of May, 1995 by Greenwood Trading Corporation, an Ohio corporation and successor by merger to Greenwood Land Development, Inc. ("Grantor"),

WITNESSES THAT:

WHEREAS, Grantor, an Ohio corporation, acquired approximately 4.4994 acres of land (the "Land") located in Sagamore Hills Township, Summit County, Ohio for the purpose of constructing thereon certain residential dwelling units and facilities;

WHEREAS, on April 19, 1984, Grantor filed for record with the Recorder for Summit County, Ohio a Declaration of Condominium Ownership for Greenwood Village Ironwood Trail Condominiums (the "Declaration") and certain drawings (the "Drawings") attached thereto as Exhibit B wherein Grantor submitted for condominium ownership under the name of Greenwood Village Ironwood Trail Condominiums (the "Condominium Development") approximately 0.5022 acres of the Land (the "Phase I Land") and the two residential Units under construction thereon, said Declaration being recorded on April 30, 1984 in Volume 6875, Pages 361-424 of the Summit

County Records and said Drawings being filed for record in Cabinet A, Slide 327 of the Summit County Records;

WHEREAS, by virtue of Paragraphs 15 and 16 of the Declaration, Grantor reserved the right to amend the Declaration for the purpose of adding to and including in the Condominium Development all or any portion of the Land and the improvements constructed or to be constructed thereon, and making the necessary changes in the percentage of interest in the Common Areas appertaining to each Unit and such other changes as are necessary or appropriate;

WHEREAS, on November 5, 1984, Grantor filed for record with the Recorder for Summit County, Ohio a First Amendment to Declaration of Condominium Ownership for Greenwood Village Ironwood Trail Condominiums (the "First Amendment to Declaration") and certain drawings (the "Drawings") attached thereto as Exhibit B wherein Grantor submitted for condominium ownership under the name of Greenwood Village Ironwood Trail Condominiums an additional .3373 acres of land (the "Phase II Land") and the residential Unit under construction thereon, said First Amendment to Declaration being recorded on December 12, 1984 in Volume 6994, Pages 111-120 of the Summit County Records and said Drawings being filed for record in Cabinet A, Slides 571 and 572 of the Summit County Records, which First Amendment to Declaration also made certain other amendments to the Declaration and the Drawings;

WHEREAS, on October 25, 1985, Grantor filed for record with the Recorder for Summit County, Ohio a Second Amendment to



Declaration of Condominium Ownership for Greenwood Village Ironwood Trail Condominiums (the "Second Amendment to Declaration") and certain drawings (the "Drawings") attached thereto as Exhibit B wherein Grantor submitted for condominium ownership under the name of Greenwood Village Ironwood Trail Condominiums an additional .7566 acres of land (the "Phase III Land") and the residential Units constructed and under construction thereon, said Second Amendment to Declaration being recorded on October 28, 1985 in Volume 7137, Pages 719-728 of the Summit County Records and said Drawings being filed for record in Cabinet B, Slides 236-239 of the Summit County Records, which Second Amendment to Declaration also made certain other amendments to the Declaration and the Drawings;

WHEREAS, on March 25, 1987, Grantor filed for record with the Recorder for Summit County, Ohio a Third Amendment to Declaration of Condominium Ownership for Greenwood Village Ironwood Trail Condominiums (the "Third Amendment to Declaration") and certain drawings (the "Drawings") attached thereto as Exhibit B wherein Grantor submitted for condominium ownership under the name of Greenwood Village Ironwood Trail Condominiums an additional .3796 acres of land (the "Phase IV Land") and the residential Unit under construction thereon, said Third Amendment to Declaration being recorded on March 26, 1987 in Volume 7423, Pages 665 through 677, inclusive of the Summit County Records and said Drawings being filed for record in Cabinet C, Slides 205-209, inclusive of the Summit County Records, which Third Amendment to Declaration

also made certain other amendments to the Declaration and the Drawings;

WHEREAS, on October 23, 1987, Grantor filed for record with the Recorder for Summit County, Ohio a Fourth Amendment to Declaration of Condominium Ownership for Greenwood Village Ironwood Trail Condominiums (the "Fourth Amendment to Declaration") and certain drawings (the "Drawings") attached thereto as Exhibit B wherein Grantor submitted for condominium ownership under the name of Greenwood Village Ironwood Trail Condominiums an additional .2531 acres of land (the "Phase V Land") and the residential Unit constructed and under construction thereon, said Fourth Amendment to Declaration being recorded on October 26, 1987 in Volume 7515, Pages 871, et seq. of the Summit County Records and said Drawings being filed for record in Cabinet C, Slides 581-584, inclusive, of the Summit County Records, which Fourth Amendment to Declaration also made certain other amendments to the Declaration and the Drawings;

WHEREAS, on January 8, 1988, Grantor filed for record with the Recorder for Summit County, Ohio a Fifth Amendment to Declaration of Condominium Ownership for Greenwood Village Ironwood Trail Condominiums (the "Fifth Amendment to Declaration") and certain drawings (the "Drawings") attached thereto as Exhibit B wherein Grantor submitted for condominium ownership under the name of Greenwood Village Ironwood Trail Condominiums an additional .3744 acres of land (the "Phase VI Land") and the residential Unit constructed and under construction thereon, said Fifth Amendment to

Declaration being received for record on January 8, 1988 and recorded on January 11, 1988 in Volume 7566, Pages 535, et seq. of the Summit County Records and said Drawings being filed for record in Cabinet C, Slides 753-756, inclusive, of the Summit County Records, which Fifth Amendment to Declaration also made certain other amendments to the Declaration and the Drawings;

WHEREAS, on June 30, 1988, Grantor filed for record with the Recorder for Summit County, Ohio, a Sixth Amendment to Declaration of Condominium Ownership for Greenwood Village Ironwood Trail Condominiums (the "Sixth Amendment to Declaration") and certain drawings (the "Drawings") attached thereto as Exhibit B wherein Grantor submitted for condominium ownership under the name of Greenwood Village Ironwood Trail Condominiums an additional .3180 acres of land (the "Phase VII Land") and the residential Unit constructed and under construction thereon, said Sixth Amendment to Declaration being received for record and recorded on June 30, 1988 in Volume 64, Pages 453, et seq. of the Summit County Records and said Drawings being filed for record in Cabinet D, Slides 350-354, inclusive, of the Summit County Records, which Sixth Amendment to Declaration also made certain other amendments to the Declaration and the Drawings;

WHEREAS, on August 19, 1988, Grantor filed for record with the Recorder for Summit County, Ohio, a Seventh Amendment to Declaration of Condominium Ownership for Greenwood Village Ironwood Trail Condominiums (the "Seventh Amendment to Declaration") and certain drawings (the "Drawings") attached thereto as Exhibit B

wherein Grantor submitted for condominium ownership under the name of Greenwood Village Ironwood Trail Condominiums an additional 0.5343 acres of land (the "Phase VIII Land") and the residential Unit constructed and under construction thereon, said Seventh Amendment to Declaration being received for record and recorded on August 19, 1988 in Volume 96, Pages 547, et seq. of the Summit County Records and said Drawings being filed for record in Cabinet D, Slides 487-493, inclusive, of the Summit County Records, which Seventh Amendment to Declaration also made certain other amendments to the Declaration and the Drawings;

WHEREAS, on December 2, 1988 Grantor filed for record with the Recorder for Summit County, Ohio an Eighth Amendment to Declaration of Condominium Ownership for Greenwood Village Ironwood Trail Condominiums (the "Eighth Amendment to Declaration") and certain drawings (the "Drawings") attached thereto as Exhibit B wherein Grantor submitted for condominium ownership under the name of Greenwood Village Ironwood Trail Condominiums an additional 0.3432 acres of land (the "Phase IX Land") and the residential Unit constructed and under construction thereon, said Eighth Amendment to Declaration being received for record and recorded on December 2, 1988 in Volume 158, Pages 144, et seq. of the Summit County Records and said Drawings being filed for record in Cabinet E, Slides 7-9, inclusive, of the Summit County Records, which Eighth Amendment to Declaration also made certain other amendments to the Declaration and the Drawings;

WHEREAS, on JANUARY 11, 1991, Grantor filed for record with the Recorder for Summit County, Ohio a Ninth Amendment to Declaration of Condominium Ownership for Greenwood Village Ironwood Trail Condominiums (the "Ninth Amendment to Declaration") and certain drawing (the "Drawings") attached thereto as Exhibit B wherein Grantor submitted for condominium ownership under the name of Greenwood Village Ironwood Trail Condominiums an additional 0.3121 acres of land (the "Phase X Land") and the residential Unit constructed and under construction thereon, said Ninth Amendment to Declaration being received for record and recorded on JANUARY 11, 1991 in Volume OR 612, Pages 788, et seq. of the Summit County Records, and said Drawings being filed for record in Cabinet E, Slides 730-732, inclusive, of the Summit County Records, which Ninth Amendment to Declaration also made certain other amendments to the Declaration and the Drawings;

WHEREAS, on January 8, 1992, the Ironwood Trail Condominium Association, Inc. (the "Association") filed for record with the Recorder for Summit County, Ohio an Amendment to the Declaration of Condominium Ownership for The Greenwood Village Ironwood Trail Condominiums (the "Tenth Amendment to Declaration"), said Tenth Amendment to Declaration being received for record and recorded on January 8, 1992 in O.R. 848, Pages 825, et seq. of the Summit County Records, which Tenth Amendment to Declaration amended Article 18, Section (A) of the Declaration;

WHEREAS, Grantor desires to submit the remaining 0.3884 acres of the Land and the improvements constructed and under

construction thereon to the condominium form of ownership so that they shall become subject to the terms, conditions and covenants of the Declaration, as amended; and

WHEREAS, Grantor desires to make certain other amendments to the Declaration and the Drawings in connection with the submission of the aforesaid remaining 0.3884 acres of the Land and the improvements constructed and under construction thereon to the condominium form of ownership;

WHEREAS, notwithstanding the fact that the period during which Grantor, by virtue of Paragraphs 15. and 16 of the Declaration, reserved the right to amend the Declaration for the purpose of adding to and including in the Condominium Development the aforesaid remaining 0.3884 acres of the Land and the improvements constructed and under construction thereon may have expired, all of the owners of Condominium Units in the Condominium Development have consented to the inclusion of said remaining 0.3884 acres of the Land and the improvements constructed and under construction thereon in the Condominium Development so that they shall become part of the Condominium Property and subject to the terms, conditions and covenants of the Declaration, as amended, copies of which Consents are attached hereto as Exhibit A and made a part hereof;

NOW, THEREFORE, Grantor hereby further amends the Declaration and the Drawings as follows:

1. Paragraph 1.A.(i)., which sets forth the legal description of Parcel No. 1, is hereby further amended to include

the following 0.3884 acres of remaining land (which remaining land has sometimes been referred to as the "Phase X Residual Land" but is referred to herein as the "Phase XI Land"):

Situated in the Township of Sagamore Hills, County of Summit and State of Ohio and known as being part of Block "B" in the Greenwood Village Subdivision No. 5, as recorded in Cabinet A, Slides 216 and 217 of Summit County Map Records. Said parcel is also a part of original Northfield Township Lot 77 and further described as follows:

Beginning at the southeasterly corner of Block "B", as shown by said Plat of Greenwood Village Subdivision No. 5 so recorded;

Thence South  $75^{\circ} 30' 53''$  West and along the southerly line of Block "B", as shown by said plat, a distance of 250.00 feet to an angle point therein, and the principal place of beginning for the parcel of land herein described;

Thence South  $78^{\circ} 28' 42''$  West and continuing along the southerly line of said Block "B", a distance of 81.50 feet to an angle point therein;

Thence North  $87^{\circ} 13' 21''$  West and continuing along the southerly line of said Block "B", a distance of 87.89 feet to a point therein, said point also being the southeasterly corner of Ironwood Trail Condominiums Phase X, as shown by plat recorded in Cabinet E, Slides 730-732 of Summit County Records;

Thence North  $5^{\circ} 43' 28''$  East and along the easterly line of said Ironwood Trail Condominiums Phase X, a distance of 191.49 feet to a point on the southerly line of the Ironwood Trail Condominiums Phase II, as shown by plat recorded in Cabinet A, Slides 571 and 572 of Summit County Records;

Thence North  $75^{\circ} 30' 53''$  East and along said southerly line of the Ironwood Trail Condominiums Phase II, a distance of 31.96 feet to a point on the westerly line of Ironwood Trail Condominiums Phase VIII;

Thence South  $14^{\circ} 29' 07''$  East and along said westerly line of Ironwood Trail Condominiums Phase VIII, a distance of 94.48 feet to an angle point;

Thence South  $44^{\circ} 40' 44''$  East and along the southwesterly line of said Ironwood Trail Condominiums Phase VIII, a distance of 133.66 feet to a point, and the principal place of beginning for the parcel of land herein described and containing 0.3884 acre of land, be the same more or less, but subject to all legal highways and easements of record.

As a result of the inclusion of the Phase X Land in Parcel No. 1, Parcel No. 1 now consists of a total of 4.4992 acres of land.

2. Paragraph 1.A.(ii)., which sets forth the legal description of Parcel No. 2, is hereby further amended to delete therefrom the Phase XI Land. As a result, there is no remaining Parcel No. 2, since all of the Land has now been incorporated into the Condominium Development.

3. Paragraph 1.B.(xi)., entitled "Drawings", is deleted and the following substituted therefor:

"(xi) Drawings means the drawings prepared and certified by Steven V. Ciuni, Registered Surveyor No. 5284, and by Steven V. Ciuni, Licensed Professional Engineer No. 28363, in accordance with Section 5311.04 of the Ohio Revised Code, relating to the Condominium Property. The Drawings include the Drawing showing the Site Plan for the Phase I Land dated February, 1984 and attached as Exhibit B to the Declaration, the Drawing showing the Site Plan for the Phase II Land dated October, 1984 and attached as Exhibit B to the First Amendment to Declaration, the Drawing showing the elevations of the Buildings located on the Phase I Land attached as Exhibit B to the First Amendment to Declaration, the Drawing showing the elevations of the Building located on the Phase II Land attached as Exhibit B to the First Amendment to Declaration, the Drawing showing the Site Plan for the Phase III Land dated September, 1985 attached as Exhibit B to the Second Amendment to Declaration, the Drawings showing the elevations of the Buildings located on the Phase III Land attached as Exhibit B to the Second Amendment to Declaration, the Drawings showing the Site Plan for the Phase IV Land dated March, 1987 attached as Exhibit B to the Third Amendment to Declaration, the Drawings showing the elevations and floor plans of the



Buildings located on the Phase IV Land attached as Exhibit B to the Third Amendment to Declaration, the Drawings showing the Site Plan for the Phase V Land dated October, 1987 and attached as Exhibit B to the Fourth Amendment to Declaration, the Drawings showing the elevations and floor plan of the Building located on the Phase V Land attached as Exhibit B to the Fourth Amendment to Declaration, the Drawings showing the Site Plan for the Phase VI Land dated November, 1987 and attached as Exhibit B to this Fifth Amendment to Declaration, the Drawings showing the elevations and floor plan of the Building located on the Phase VI Land attached as Exhibit B to the Fifth Amendment to Declaration, the Drawings showing the Site Plan for the Phase VII Land dated June 21, 1988 and attached as Exhibit B to the Sixth Amendment to Declaration, the Drawings showing the elevations and floor plan of the Building located on the Phase VII Land attached as Exhibit B to the Sixth Amendment to Declaration, the Drawing showing the Site Plan for the Phase VIII Land dated August 12, 1988 and attached as Exhibit B to the Seventh Amendment to Declaration, the Drawings showing the elevations and floor plans of the Buildings located on the Phase VIII Land attached as Exhibit B to the Seventh Amendment to Declaration, the Drawings showing the Site Plan for the Phase IX Land dated November 22, 1988 and attached as Exhibit B to the Eighth Amendment to Declaration, the Drawings showing the elevations and floor plans of the Buildings located on the Phase IX Land attached as Exhibit B to the Eighth Amendment to Declaration, the Drawing showing the Site Plan for the Phase X Land dated October, 1989 and attached as Exhibit B to the Ninth Amendment to Declaration, the Drawings showing the elevations and floor plans of the Building located on the Phase X Land attached as Exhibit B to the Ninth Amendment to Declaration, the Drawing showing the Site Plan for the Phase XI land dated March, 1995 and attached as Exhibit B to the

Eleventh Amendment to Declaration, and the Drawings showing the elevations and floor plans of the Building located on the Phase XI Land attached as Exhibit B to the Eleventh Amendment to Declaration.

4. Paragraph 4, entitled "General Description of Condominium Property," is deleted and the following is substituted therefor:

"4. General Description of Condominium Property.

Until amended as provided in Paragraph 15 hereof, the Condominium Property consists of Parcel No. 1; the Parcel No. 1 Buildings and other improvements located thereon, including, without limitation the eleven (11) detached and six (6) attached residential structures, attached two-car garages and patios and/or decks; all easements, rights, and appurtenances belonging thereto; and all articles of personal property existing thereon for the common use of the Unit Owners. The first of such residential structures is one story in height and designated "915" on the Drawings; the second of such residential structures is two stories in height and designated "917" on the Drawings, the third of such residential structures is one story in height and designated "950" on the Drawings; the fourth of such residential structures is one story in height and designated "944" on the Drawings; the fifth of such residential structures is one story in height and designated "946" on the Drawings; the sixth of such residential structures is two stories in height and designated "948" on the Drawings; the seventh and eighth of such residential structures are attached structures two stories in height designated "914" and "916" respectively on the Drawings; the ninth of such residential structures

is one story in height and designated "952" on the Drawings; the tenth of such residential structures is one story in height and designated "930" on the Drawings; the eleventh and twelfth of such residential structures are attached structures and designated "920" and "922" on the Drawings, Unit "920" being one story in height and Unit "922" being two stories in height; the thirteenth of such residential structures is two stories in height and designated "924" on the Drawings; the fourteenth and fifteenth of such residential structures are attached structures two stories in height and designated "926" and "928" on the Drawings; and the sixteenth of such residential structures is two stories in height and designated "918" on the Drawings; the seventeenth of such residential structures is two stories in height and designated "942" on the Drawings; and the eighteenth of such residential structures is two stories in height and designated "940" on the Drawings. Units 915 and 917 are constructed principally of cement block, brick veneer and wood, Unit 950 is constructed principally of cement and wood, and Units 914, 916, 918, 920, 922, 924, 926, 928, 930, 940, 942, 944, 946, 948 and 952 are constructed principally of cement block and wood. Units 915 and 917 have a crawl space beneath the first floor, Units 914, 916, 918, 920, 928, 930, 942 and 950 are "slab on grade" construction, Units 940, 944, 946 and 952 have partial basements and Units 922, 924, 926, and 948 have a full basement.

The location, perimeter dimensions and elevations of the Units and the location of the Common Areas are shown graphically on the Drawings."

5. The second subparagraph of Paragraph 6.B., which sets  
 interest in the Common Areas appurtenant to  
 the following is substituted therefor:

TO: Laura  
 FROM: Helen @ GTC  
 RE: 940 Hemlock  
 LANE

percentage of interest in the  
 n Areas appurtenant to each  
 as determined by Grantor in  
 dance with the provisions of  
 ar 5311, shall be as follows:

	<u>Percentage of Interest</u>
914	4.31
915	4.85
916	4.67
917	5.91
918	4.87
920	4.11
922	5.75
924	6.47
926	5.97
928	5.18
930	5.16
940	6.48
942	5.85
944	6.11
946	5.63
948	7.63
950	4.92
952	6.15

6. Paragraph 15.B.(iii) is deleted since all of the Land has been incorporated into the Condominium Development.

7. As set forth in Paragraph 16 of the Declaration, the foregoing Eleventh Amendment to Declaration shall be effective as of the time it is delivered to the Summit County Recorder for recording. Except as amended by this Eleventh Amendment to Declaration, all the terms and provisions of the Declaration, as amended by the First Amendment to Declaration, the Second Amendment to Declaration, the Third Amendment to Declaration, the Fourth Amendment to Declaration, the Fifth Amendment to Declaration the Sixth Amendment to Declaration, the Seventh Amendment to Declaration, the Eighth Amendment to Declaration, the Ninth Amendment to Declaration, and the Tenth Amendment to Declaration, shall remain in full force and effect.

IN WITNESS WHEREOF, Greenwood Trading Corporation, successor by merger to Greenwood Land Development, Inc., has caused this instrument to be executed by its Vice President this 4TH day of May, 1995.

Signed and Acknowledged  
in the presence of:

GREENWOOD TRADING CORPORATION  
("Grantor")

Helen E. Schmelter  
HELEN E. SCHMELTER

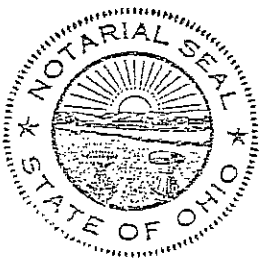
Robert J. Pivonka  
ROBERT J. PIVONKA

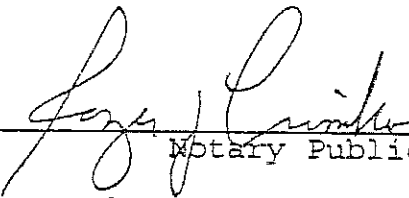
By Robert O. Jackson  
Robert O. Jackson, Vice President

STATE OF OHIO                    )  
                                       ) SS:  
 COUNTY OF Summit            )

Before me, a Notary Public in and for said State and County, personally appeared the above-named Greenwood Trading Corporation, an Ohio corporation, and successor by merger to Greenwood Land Development, Inc., by Robert O. Jackson, its Vice President, who acknowledged that he did sign the foregoing instrument and that the same is the free act and deed of said Corporation and the free act and deed of him personally and as such officer.

IN TESTIMONY WHEREOF, I have hereunto subscribed my name and affixed my official seal at Twinsburg, Ohio, this 4th day of May, 1995.



  
 \_\_\_\_\_  
 Notary Public

ROGER J. PIVONKA  
 NOTARY PUBLIC, STATE OF OHIO  
 My Commission Expires April 1, 1998

G:\WPDOC\LAVST\158759.C1

EXHIBIT A

TO

ELEVENTH AMENDMENT TO

DECLARATION OF CONDOMINIUM OWNERSHIP

FOR

GREENWOOD VILLAGE IRONWOOD TRAIL CONDOMINIUMS

COPIES OF CONSENTS

CONSENT

The undersigned, the owner (s) of Unit No. 914 in the Greenwood Village Ironwood Trail Condominiums, hereby consents to and approves of the further amendment of the Declaration of Condominium Ownership for Greenwood Village Ironwood Trail Condominiums, as amended (the "Declaration"), for the purpose of adding to and including in the Condominium Development and making part of the Condominium Property that certain parcel of land consisting of approximately 0.3884 acres (the "Land") shown on the Plat for Phase X of the Ironwood Trail Condominium as recorded in Cabinet E, Slides 730-732 of the Summit County Records and the single detached cluster condominium unit (the "New Condominium Unit") and other improvements to be constructed on the Land, and making all necessary changes in the percentage of interest in the Common Areas pertaining to each Unit and such other changes as are necessary and appropriate to give effect to the addition and inclusion of the Land and New Condominium Unit.

IN WITNESS WHEREOF, the undersigned has executed and delivered this Consent this 12<sup>th</sup> day of June, 1993.

IN THE PRESENCE OF:

M. D. Hansen

J. D. Hansen  
Signature of Unit Owner

\_\_\_\_\_  
Signature of Unit Owner (If more than one)

STATE OF ~~OHIO~~ <sup>MA</sup> )  
COUNTY OF ~~SUMMIT~~ <sup>Norfolk</sup> ) SS

Before me, a Notary Public in and for said State and County, personally appeared the above-named John Hansen, who acknowledges that he/she/they did sign the foregoing instrument and the same is the free act and deed of him/her/them personally.

IN TESTIMONY WHEREOF, I have hereunto subscribed my official seal at Quincy, <sup>MA</sup> Ohio this 11<sup>th</sup> day of June, 1993.

H. G. Conner  
Notary Public

consent

MY COMMISSION EXPIRES  
JANUARY 20, 1995



CONSENT

The undersigned, the owner (s) of Unit No. 915 in the Greenwood Village Ironwood Trail Condominiums, hereby consents to and approves of the further amendment of the Declaration of Condominium Ownership for Greenwood Village Ironwood Trail Condominiums, as amended (the "Declaration"), for the purpose of adding to and including in the Condominium Development and making part of the Condominium Property that certain parcel of land consisting of approximately 0.3884 acres (the "Land") shown on the Plat for Phase X of the Ironwood Trail Condominium as recorded in Cabinet E, Slides 730-732 of the Summit County Records and the single detached cluster condominium unit (the "New Condominium Unit") and other improvements to be constructed on the Land, and making all necessary changes in the percentage of interest in the Common Areas pertaining to each Unit and such other changes as are necessary and appropriate to give effect to the addition and inclusion of the Land and New Condominium Unit.

IN WITNESS WHEREOF, the undersigned has executed and delivered this Consent this 10<sup>th</sup> day of May, 1993.

IN THE PRESENCE OF:

Charles A. Becker  
Wm. W. Riles

M. Leslie Parker  
 Signature of Unit Owner

Signature of Unit Owner (If more than one)

STATE OF OHIO                    )  
   )SS  
 COUNTY OF SUMMIT            )

Before me, a Notary Public in and for said State and County, personally appeared the above-named M. Leslie Parker, who acknowledges that he/she/they did sign the foregoing instrument and the same is the free act and deed of him/her/them personally.

IN TESTIMONY WHEREOF, I have hereunto subscribed my official seal at Cleveland, Ohio this 10<sup>th</sup> day of May, 1993.

Charles M. Riles  
 Notary Public

Commission expires Oct. 17, 1993

consent:

CONSENT

The undersigned, the owner (s) of Unit No. 916 in the Greenwood Village Ironwood Trail Condominiums, hereby consents to and approves of the further amendment of the Declaration of Condominium Ownership for Greenwood Village Ironwood Trail Condominiums, as amended (the "Declaration"), for the purpose of adding to and including in the Condominium Development and making part of the Condominium Property that certain parcel of land consisting of approximately 0.3884 acres (the "Land") shown on the Plat for Phase X of the Ironwood Trail Condominium as recorded in Cabinet E, Slides 730-732 of the Summit County Records and the single detached cluster condominium unit (the "New Condominium Unit") and other improvements to be constructed on the Land, and making all necessary changes in the percentage of interest in the Common Areas pertaining to each Unit and such other changes as are necessary and appropriate to give effect to the addition and inclusion of the Land and New Condominium Unit.

IN WITNESS WHEREOF, the undersigned has executed and delivered this Consent this 10<sup>th</sup> day of May, 1993.

IN THE PRESENCE OF:

Michael R. [Signature]  
Charles O. [Signature]

Charles J. Zepko  
 Signature of Unit Owner  
Mary Porter Zepko  
 Signature of Unit Owner (If more than one)

STATE OF OHIO )

)SS

COUNTY OF SUMMIT )

Before me, a Notary Public in and for said State and County, personally appeared the above-named Charles J. Zepko, who acknowledges that he/she/they did sign the foregoing instrument and the same is the free act and deed of him/her/them personally.

IN TESTIMONY WHEREOF, I have hereunto subscribed my official seal at

Blainland, Ohio this 10<sup>th</sup> day of May, 1993.

Lois M. [Signature]

Notary Public

Commission expires Oct. 17, 1993

CONSENT

The undersigned, the owner (s) of Unit No. 917 in the Greenwood Village Ironwood Trail Condominiums, hereby consents to and approves of the further amendment of the Declaration of Condominium Ownership for Greenwood Village Ironwood Trail Condominiums, as amended (the "Declaration"), for the purpose of adding to and including in the Condominium Development and making part of the Condominium Property that certain parcel of land consisting of approximately 0.3884 acres (the "Land") shown on the Plat for Phase X of the Ironwood Trail Condominium as recorded in Cabinet E, Slides 730-732 of the Summit County Records and the single detached cluster condominium unit (the "New Condominium Unit") and other improvements to be constructed on the Land, and making all necessary changes in the percentage of interest in the Common Areas pertaining to each Unit and such other changes as are necessary and appropriate to give effect to the addition and inclusion of the Land and New Condominium Unit.

IN WITNESS WHEREOF, the undersigned has executed and delivered this Consent this 10<sup>th</sup> day of May 5/10, 1993.

IN THE PRESENCE OF:

Vincent W. Rouse  
Charles A. Beck

Grant Beard  
 Signature of Unit Owner  
John F. Beard  
 Signature of Unit Owner (If more than one)

STATE OF OHIO                    )  
   )SS  
 COUNTY OF SUMMIT            )

Before me, a Notary Public in and for said State and County, personally appeared the above-named Grant Beard, who acknowledges that he/she/they did sign the foregoing instrument and the same is the free act and deed of him/her/them personally.

IN TESTIMONY WHEREOF, I have hereunto subscribed my official seal at Cleveland, Ohio this 10<sup>th</sup> day of May, 1993.

Robert M. Doherty  
 Notary Public  
 Commission Expires Oct. 17, 1993

CONSENT

The undersigned, the owner (s) of Unit No. 918 in the Greenwood Village Ironwood Trail Condominiums, hereby consents to and approves of the further amendment of the Declaration of Condominium Ownership for Greenwood Village Ironwood Trail Condominiums, as amended (the "Declaration"), for the purpose of adding to and including in the Condominium Development and making part of the Condominium Property that certain parcel of land consisting of approximately 0.3884 acres (the "Land") shown on the Plat for Phase X of the Ironwood Trail Condominium as recorded in Cabinet E, Slides 730-732 of the Summit County Records and the single detached cluster condominium unit (the "New Condominium Unit") and other improvements to be constructed on the Land, and making all necessary changes in the percentage of interest in the Common Areas pertaining to each Unit and such other changes as are necessary and appropriate to give effect to the addition and inclusion of the Land and New Condominium Unit.

IN WITNESS WHEREOF, the undersigned has executed and delivered this Consent this 10<sup>th</sup> day of May, 1993.

IN THE PRESENCE OF:

Victor W. Kane  
Jim Schanzen

Dorothy Becker  
 Signature of Unit Owner  
Charles A. Becker  
 Signature of Unit Owner (If more than one)

STATE OF OHIO                    )  
   )SS  
 COUNTY OF SUMMIT            )

Before me, a Notary Public in and for said State and County, personally appeared the above-named Dorothy Becker, who acknowledges that he/she/they did sign the foregoing instrument and the same is the free act and deed of him/her/them personally.

IN TESTIMONY WHEREOF, I have hereunto subscribed my official seal at Cleveland, Ohio this 10<sup>th</sup> day of May, 1993.

Robert M. Doherty  
 Notary Public  
 Commission Expires Oct. 17, 1993

CONSENT

The undersigned, the owner (s) of Unit No. 920 in the Greenwood Village Ironwood Trail Condominiums, hereby consents to and approves of the further amendment of the Declaration of Condominium Ownership for Greenwood Village Ironwood Trail Condominiums, as amended (the "Declaration"), for the purpose of adding to and including in the Condominium Development and making part of the Condominium Property that certain parcel of land consisting of approximately 0.3884 acres (the "Land") shown on the Plat for Phase X of the Ironwood Trail Condominium as recorded in Cabinet E, Slides 730-732 of the Summit County Records and the single detached cluster condominium unit (the "New Condominium Unit") and other improvements to be constructed on the Land, and making all necessary changes in the percentage of interest in the Common Areas pertaining to each Unit and such other changes as are necessary and appropriate to give effect to the addition and inclusion of the Land and New Condominium Unit.

IN WITNESS WHEREOF, the undersigned has executed and delivered this Consent this 10<sup>th</sup> day of May, 1993.

IN THE PRESENCE OF:

Charles P. Berke  
Howard L. Schumann

Vincent W. Rohe Trustee  
 Signature of Unit Owner

Signature of Unit Owner (If more than one)

STATE OF OHIO           )  
                                   )SS  
 COUNTY OF SUMMIT    )

Before me, a Notary Public in and for said State and County, personally appeared the above-named Vincent W. Rohe, who acknowledges that he/she/they did sign the foregoing instrument and the same is the free act and deed of him/her/them personally.

IN TESTIMONY WHEREOF, I have hereunto subscribed my official seal at Cleveland, Ohio this 10<sup>th</sup> day of May, 1993.

Robert M. Doherty  
 Notary Public  
 Commission expires Oct. 17, 1993

CONSENT

The undersigned, the owner (s) of Unit No. 922 in the Greenwood Village Ironwood Trail Condominiums, hereby consents to and approves of the further amendment of the Declaration of Condominium Ownership for Greenwood Village Ironwood Trail Condominiums, as amended (the "Declaration"), for the purpose of adding to and including in the Condominium Development and making part of the Condominium Property that certain parcel of land consisting of approximately 0.3884 acres (the "Land") shown on the Plat for Phase X of the Ironwood Trail Condominium as recorded in Cabinet E, Slides 730-732 of the Summit County Records and the single detached cluster condominium unit (the "New Condominium Unit") and other improvements to be constructed on the Land, and making all necessary changes in the percentage of interest in the Common Areas pertaining to each Unit and such other changes as are necessary and appropriate to give effect to the addition and inclusion of the Land and New Condominium Unit.

IN WITNESS WHEREOF, the undersigned has executed and delivered this Consent this 10<sup>th</sup> day of May, 1993.

IN THE PRESENCE OF:

Phyllis A. Becker  
Vivian W. Rahn

Rosemarie A. Moody  
 Signature of Unit Owner  
Signature of Unit Owner (If more than one)

STATE OF OHIO                    )  
   )SS  
 COUNTY OF SUMMIT            )

Before me, a Notary Public in and for said State and County, personally appeared the above-named Rosemarie A. Moody, who acknowledges that he/she/they did sign the foregoing instrument and the same is the free act and deed of him/her/them personally.

IN TESTIMONY WHEREOF, I have hereunto subscribed my official seal at Cleveland, Ohio this 10<sup>th</sup> day of May, 1993.

Lois M. Doherty  
 Notary Public  
 Commission Expires Oct. 17, 1993

CONSENT

The undersigned, the owner (s) of Unit No. 924 in the Greenwood Village Ironwood Trail Condominiums, hereby consents to and approves of the further amendment of the Declaration of Condominium Ownership for Greenwood Village Ironwood Trail Condominiums, as amended (the "Declaration"), for the purpose of adding to and including in the Condominium Development and making part of the Condominium Property that contain parcel of land consisting of approximately 0.3884 acres (the "Land") shown on the Plat for Phase X of the Ironwood Trail Condominium as recorded in Cabinet E, Slides 730-732 of the Summit County Records and the single detached cluster condominium unit (the "New Condominium Unit") and other improvements to be constructed on the Land, and making all necessary changes in the percentage of interest in the Common Areas pertaining to each Unit and such other changes as are necessary and appropriate to give effect to the addition and inclusion of the Land and New Condominium Unit.

IN WITNESS WHEREOF, the undersigned has executed and delivered this Consent this 28 day of June, 1993.

IN THE PRESENCE OF:

Tracy Rogers  
Theresa P. Rogers  
 STATE OF OHIO )  
 Frederick )  
 COUNTY OF SUMMIT )

JR Crane  
 Signature of Unit Owner  
 Signature of Unit Owner (If more than one)

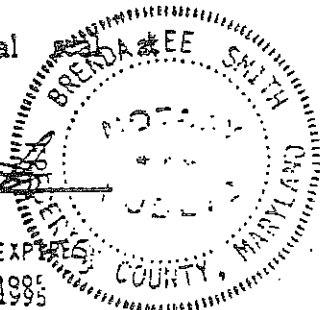
Before me, a Notary Public in and for said State and County, personally appeared the above-named JR Crane, who acknowledges that he/she/they did sign the foregoing instrument, and the same is the free act and deed of him/her/them personally.

IN TESTIMONY WHEREOF, I have hereunto subscribed my official Frederick, MO Ohio this 28 day of June, 1993.

Brenda Lee Smith  
 Notary Public

consent

MY COMMISSION EXPIRES  
 OCTOBER 1, 1995



CONSENT

The undersigned, the owner (s) of Unit No. 926 in the Greenwood Village Ironwood Trail Condominiums, hereby consents to and approves of the further amendment of the Declaration of Condominium Ownership for Greenwood Village Ironwood Trail Condominiums, as amended (the "Declaration"), for the purpose of adding to and including in the Condominium Development and making part of the Condominium Property that certain parcel of land consisting of approximately 0.3884 acres (the "Land") shown on the Plat for Phase X of the Ironwood Trail Condominium as recorded in Cabinet E, Slides 730-732 of the Summit County Records and the single detached cluster condominium unit (the "New Condominium Unit") and other improvements to be constructed on the Land, and making all necessary changes in the percentage of interest in the Common Areas pertaining to each Unit and such other changes as are necessary and appropriate to give effect to the addition and inclusion of the Land and New Condominium Unit.

IN WITNESS WHEREOF, the undersigned has executed and delivered this Consent this 27<sup>TH</sup> day of APRIL, 1993.

IN THE PRESENCE OF:

Helen E. Ahmeltter  
Roger Pivonka

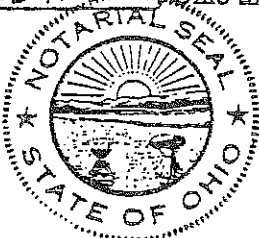
STATE OF OHIO )  
 ) SS  
 COUNTY OF SUMMIT )

GREENWOOD TRADING CORP  
 Signature of Unit Owner  
R. Pivonka V.P.  
 Signature of Unit Owner (If more than one)

Before me, a Notary Public in and for said State and County, personally appeared the above-named GREENWOOD TRADING CORP., who acknowledges that he/she/they did sign the foregoing instrument and the same is the free act and deed of him/her/them personally.

IN TESTIMONY WHEREOF, I have hereunto subscribed my official seal at

TWINSBURGH, Ohio this 27<sup>TH</sup> day of APRIL, 1993.



consent

Roger Pivonka  
 Notary Public  
 ROGER J. PIVONKA  
 NOTARY PUBLIC, STATE OF OHIO  
 My Commission Expires April 1, 1998



CONSENT

The undersigned, the owner (s) of Unit No. 928 in the Greenwood Village Ironwood Trail Condominiums, hereby consents to and approves of the further amendment of the Declaration of Condominium Ownership for Greenwood Village Ironwood Trail Condominiums, as amended (the "Declaration"), for the purpose of adding to and including in the Condominium Development and making part of the Condominium Property that certain parcel of land consisting of approximately 0.3884 acres (the "Land") shown on the Plat for Phase X of the Ironwood Trail Condominium as recorded in Cabinet E, Slides 730-732 of the Summit County Records and the single detached cluster condominium unit (the "New Condominium Unit") and other improvements to be constructed on the Land, and making all necessary changes in the percentage of interest in the Common Areas pertaining to each Unit and such other changes as are necessary and appropriate to give effect to the addition and inclusion of the Land and New Condominium Unit.

IN WITNESS WHEREOF, the undersigned has executed and delivered this Consent this 10<sup>th</sup> day of May, 1993.

IN THE PRESENCE OF:

Charles A. Becker  
Walter W. Roke

[Signature]  
 Signature of Unit Owner  
[Signature]  
 Signature of Unit Owner (If more than one)

STATE OF OHIO )  
 ) SS  
 COUNTY OF SUMMIT )

Before me, a Notary Public in and for said State and County, personally appeared the above-named William Kelly, who acknowledges that he/she/they did sign the foregoing instrument and the same is the free act and deed of him/her/them personally.

IN TESTIMONY WHEREOF, I have hereunto subscribed my official seal at Cleveland, Ohio this 10<sup>th</sup> day of May, 1993.

[Signature]  
 Notary Public  
 Commission expires Oct. 17, 1993

consent

CONSENT

The undersigned, the owner (s) of Unit No. 930 in the Greenwood Village Ironwood Trail Condominiums, hereby consents to and approves of the further amendment of the Declaration of Condominium Ownership for Greenwood Village Ironwood Trail Condominiums, as amended (the "Declaration"), for the purpose of adding to and including in the Condominium Development and making part of the Condominium Property that certain parcel of land consisting of approximately 0.3884 acres (the "Land") shown on the Plat for Phase X of the Ironwood Trail Condominium as recorded in Cabinet E, Slides 730-732 of the Summit County Records and the single detached cluster condominium unit (the "New Condominium Unit") and other improvements to be constructed on the Land, and making all necessary changes in the percentage of interest in the Common Areas pertaining to each Unit and such other changes as are necessary and appropriate to give effect to the addition and inclusion of the Land and New Condominium Unit.

IN WITNESS WHEREOF, the undersigned has executed and delivered this Consent this 10<sup>th</sup> day of May, 1993.

IN THE PRESENCE OF:

Vincent W. Rabe  
Charles C. Beckler

Mary C. Hoderemarsky  
 Signature of Unit Owner

Signature of Unit Owner (If more than one)

STATE OF OHIO                    )  
   )SS  
 COUNTY OF SUMMIT            )

Before me, a Notary Public in and for said State and County, personally appeared the above-named Mary C. Hoderemarsky, who acknowledges that he/she/they did sign the foregoing instrument and the same is the free act and deed of him/her/them personally.

IN TESTIMONY WHEREOF, I have hereunto subscribed my official seal at Cleveland, Ohio this 10<sup>th</sup> day of May, 1993.

Robert M. Doherty  
 Notary Public

Commission Expires Oct. 17, 1993

CONSENT

The undersigned, the owner (s) of Unit No. 942 in the Greenwood Village Ironwood Trail Condominiums, hereby consents to and approves of the further amendment of the Declaration of Condominium Ownership for Greenwood Village Ironwood Trail Condominiums, as amended (the "Declaration"), for the purpose of adding to and including in the Condominium Development and making part of the Condominium Property that certain parcel of land consisting of approximately 0.3884 acres (the "Land") shown on the Plat for Phase X of the Ironwood Trail Condominium as recorded in Cabinet E, Slides 730-732 of the Summit County Records and the single detached cluster condominium unit (the "New Condominium Unit") and other improvements to be constructed on the Land, and making all necessary changes in the percentage of interest in the Common Areas pertaining to each Unit and such other changes as are necessary and appropriate to give effect to the addition and inclusion of the Land and New Condominium Unit.

IN WITNESS WHEREOF, the undersigned has executed and delivered this Consent this 10<sup>th</sup> day of May, 1993.

IN THE PRESENCE OF:

Robert A. Belknap  
Howard R. Brennan

Harold R. Speaks  
Signature of Unit Owner  
William H. Wilcox  
Signature of Unit Owner (If more than one)

STATE OF OHIO                    )  
  )SS  
COUNTY OF SUMMIT            )

Before me, a Notary Public in and for said State and County, personally appeared the above-named Harold R. Speaks and William H. Wilcox, who acknowledges that ~~he/she~~ they did sign the foregoing instrument and the same is the free act and deed of ~~him/her~~ them personally.

IN TESTIMONY WHEREOF, I have hereunto subscribed my official seal at Cleveland, Ohio this 10<sup>th</sup> day of May, 1993.

Ernest M. Nobler  
Notary Public

consent

Commission expires Oct. 17, 1993

CONSENT

The undersigned, the owner (s) of Unit No. 944 in the Greenwood Village Ironwood Trail Condominiums, hereby consents to and approves of the further amendment of the Declaration of Condominium Ownership for Greenwood Village Ironwood Trail Condominiums, as amended (the "Declaration"), for the purpose of adding to and including in the Condominium Development and making part of the Condominium Property that certain parcel of land consisting of approximately 0.3884 acres (the "Land") shown on the Plat for Phase X of the Ironwood Trail Condominium as recorded in Cabinet E, Slides 730-732 of the Summit County Records and the single detached cluster condominium unit (the "New Condominium Unit") and other improvements to be constructed on the Land, and making all necessary changes in the percentage of interest in the Common Areas pertaining to each Unit and such other changes as are necessary and appropriate to give effect to the addition and inclusion of the Land and New Condominium Unit.

IN WITNESS WHEREOF, the undersigned has executed and delivered this Consent this 11<sup>th</sup> day of May, 1993.

IN THE PRESENCE OF:

[Signature]  
[Signature]

STATE OF OHIO )

)SS

COUNTY OF SUMMIT )

[Signature]  
 Signature of Unit Owner  
[Signature]  
 Signature of Unit Owner (If more than one)

Before me, a Notary Public in and for said State and County, personally appeared the above-named DOUGLAS GAWIA, who acknowledges that he/she/they did sign the foregoing instrument and the same is the free act and deed of him/her/them personally.

IN TESTIMONY WHEREOF, I have hereunto subscribed my official seal at

Summit County, Ohio this 11<sup>th</sup> day of May, 1993.

[Signature]  
 Notary Public

consent

DEBRA WISNIEWSKI  
 Notary Public, State of Ohio  
 Recorded in Cuyahoga Cty.  
 My Comm. Expires 03-13-95

CONSENT

The undersigned, the owner (s) of Unit No. 946 in the Greenwood Village Ironwood Trail Condominiums, hereby consents to and approves of the further amendment of the Declaration of Condominium Ownership for Greenwood Village Ironwood Trail Condominiums, as amended (the "Declaration"), for the purpose of adding to and including in the Condominium Development and making part of the Condominium Property that certain parcel of land consisting of approximately 0.3884 acres (the "Land") shown on the Plat for Phase X of the Ironwood Trail Condominium as recorded in Cabinet E, Slides 730-732 of the Summit County Records and the single detached cluster condominium unit (the "New Condominium Unit") and other improvements to be constructed on the Land, and making all necessary changes in the percentage of interest in the Common Areas pertaining to each Unit and such other changes as are necessary and appropriate to give effect to the addition and inclusion of the Land and New Condominium Unit.

IN WITNESS WHEREOF, the undersigned has executed and delivered this Consent this 10<sup>th</sup> day of May, 1993.

IN THE PRESENCE OF:

Charles A. Becker  
Vincent W. Roke

Jane Tschannen  
 Signature of Unit Owner  
Robert A. Tschannen  
 Signature of Unit Owner (If more than one)

STATE OF OHIO                    )  
   )SS  
 COUNTY OF SUMMIT            )

Before me, a Notary Public in and for said State and County, personally appeared the above-named Jane Tschannen, who acknowledges that he/she/they did sign the foregoing instrument and the same is the free act and deed of him/her/them personally.

IN TESTIMONY WHEREOF, I have hereunto subscribed my official seal at Cleveland, Ohio this 10<sup>th</sup> day of May, 1993.

Ernest M. Doker  
 Notary Public  
 Commission expires Oct. 17, 1993

consent

CONSENT

The undersigned, the owner (s) of Unit No. 948 in the Greenwood Village Ironwood Trail Condominiums, hereby consents to and approves of the further amendment of the Declaration of Condominium Ownership for Greenwood Village Ironwood Trail Condominiums, as amended (the "Declaration"), for the purpose of adding to and including in the Condominium Development and making part of the Condominium Property that certain parcel of land consisting of approximately 0.3884 acres (the "Land") shown on the Plat for Phase X of the Ironwood Trail Condominium as recorded in Cabinet E, Slides 730-732 of the Summit County Records and the single detached cluster condominium unit (the "New Condominium Unit") and other improvements to be constructed on the Land, and making all necessary changes in the percentage of interest in the Common Areas pertaining to each Unit and such other changes as are necessary and appropriate to give effect to the addition and inclusion of the Land and New Condominium Unit.

IN WITNESS WHEREOF, the undersigned has executed and delivered this Consent this 10<sup>th</sup> day of May, 1993.

IN THE PRESENCE OF:

Thomas R. Beggs  
Vincent W. Rose

[Signature]  
Signature of Unit Owner  
Lane V. Tower  
Signature of Unit Owner (If more than one)

STATE OF OHIO                    )  
  )SS  
COUNTY OF SUMMIT            )

Before me, a Notary Public in and for said State and County, personally appeared the above-named Thomas R. Tower  
Lane V. Tower, who acknowledges that he/she/they did sign the foregoing instrument and the same is the free act and deed of him/her/them personally.

IN TESTIMONY WHEREOF, I have hereunto subscribed my official seal at Cleveland, Ohio this 10<sup>th</sup> day of May, 1993.

[Signature]  
Notary Public  
Commission Expires Oct. 17, 1993

CONSENT

The undersigned, the owner (s) of Unit No. 950 in the Greenwood Village Ironwood Trail Condominiums, hereby consents to and approves of the further amendment of the Declaration of Condominium Ownership for Greenwood Village Ironwood Trail Condominiums, as amended (the "Declaration"), for the purpose of adding to and including in the Condominium Development and making part of the Condominium Property that certain parcel of land consisting of approximately 0.3884 acres (the "Land") shown on the Plat for Phase X of the Ironwood Trail Condominium as recorded in Cabinet E, Slides 730-732 of the Summit County Records and the single detached cluster condominium unit (the "New Condominium Unit") and other improvements to be constructed on the Land, and making all necessary changes in the percentage of interest in the Common Areas pertaining to each Unit and such other changes as are necessary and appropriate to give effect to the addition and inclusion of the Land and New Condominium Unit.

IN WITNESS WHEREOF, the undersigned has executed and delivered this Consent this 10<sup>th</sup> day of May, 1993.

IN THE PRESENCE OF:

Robert A. Beal  
William W. Roke

Howard R. Schumann  
Signature of Unit Owner  
Signature of Unit Owner (If more than one)

STATE OF OHIO )  
 )SS  
COUNTY OF SUMMIT )

Before me, a Notary Public in and for said State and County, personally appeared the above-named Howard R. Schumann, who acknowledges that he/she/they did sign the foregoing instrument and the same is the free act and deed of him/her/them personally.

IN TESTIMONY WHEREOF, I have hereunto subscribed my official seal at Cleveland, Ohio this 10<sup>th</sup> day of May, 1993.

Robert M. Doble  
Notary Public  
Commission Expires Oct. 17, 1993

CONSENT

The undersigned, the owner (s) of Unit No. 952 in the Greenwood Village Ironwood Trail Condominiums, hereby consents to and approves of the further amendment of the Declaration of Condominium Ownership for Greenwood Village Ironwood Trail Condominiums, as amended (the "Declaration"), for the purpose of adding to and including in the Condominium Development and making part of the Condominium Property that certain parcel of land consisting of approximately 0.3884 acres (the "Land") shown on the Plat for Phase X of the Ironwood Trail Condominium as recorded in Cabinet E, Slides 730-732 of the Summit County Records and the single detached cluster condominium unit (the "New Condominium Unit") and other improvements to be constructed on the Land, and making all necessary changes in the percentage of interest in the Common Areas pertaining to each Unit and such other changes as are necessary and appropriate to give effect to the addition and inclusion of the Land and New Condominium Unit.

IN WITNESS WHEREOF, the undersigned has executed and delivered this Consent this 12<sup>th</sup> day of May, 1993.

IN THE PRESENCE OF:

Howard R. Lippmann  
Monica Weiss

Antoinette Savino  
Signature of Unit Owner

\_\_\_\_\_  
Signature of Unit Owner (If more than one)

STATE OF OHIO                    )  
  )SS  
COUNTY OF SUMMIT            )

Before me, a Notary Public in and for said State and County, personally appeared the above-named Antoinette Savino, who acknowledges that he/she/they did sign the foregoing instrument and the same is the free act and deed of him/her/them personally.

IN TESTIMONY WHEREOF, I have hereunto subscribed my official seal at Cleveland, Ohio this 12<sup>th</sup> day of May, 1993.

Colinda M. Doherty  
Notary Public

My commission expires Oct. 17, 1993




210

6

AMENDMENT TO THE  
DECLARATION OF CONDOMINIUM OWNERSHIP  
FOR  
GREENWOOD VILLAGE IRONWOOD TRAIL CONDOMINIUMS

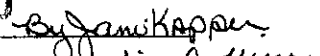
TRANSFER NOT NECESSARY  
John A. Donofrio, Fiscal Officer  
10-31-02

APPROVED AS TO FORM  
  
Assistant Prosecuting Attorney  
Summit County, Ohio

THIS WILL CERTIFY THAT A COPY OF THIS AMENDMENT TO THE DECLARATION OF CONDOMINIUM OWNERSHIP FOR GREENWOOD VILLAGE IRONWOOD TRAIL CONDOMINIUMS WAS FILED IN THE OFFICE OF THE FISCAL OFFICER OF SUMMIT COUNTY, OHIO.

DATED: 10-31-02

BY: JOHN A. DONOFRIO  
FISCAL OFFICER

  
Deputy fiscal officer



John A Donofrio, Summit Fiscal Officer

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Pg: 1 of 6  
11/04/2002 12:01P  
CONDO 32.00

**AMENDMENT TO THE**  
**DECLARATION OF CONDOMINIUM OWNERSHIP FOR**  
**GREENWOOD VILLAGE IRONWOOD TRAIL CONDOMINIUM**

WHEREAS, the Declaration of Condominium Ownership for Greenwood Village Ironwood Trail Condominium (the "Declaration") and the Bylaws of Ironwood Trail Condominium Association, Inc. (the "Bylaws"), Exhibit A to the Declaration, was recorded at Summit County Records Volume 6875, Page 361 et seq., and

WHEREAS, the Ironwood Trail Condominium Association, Inc. (the "Association") is a corporation consisting of all Unit Owners in Ironwood Trail Condominium and as such is the representative of all Unit Owners, and

WHEREAS, Article 16 of said Declaration authorizes amendments to the Declaration and Bylaws Article VI, Section 2 authorizes amendments to the Bylaws, and

WHEREAS, Unit Owners representing in excess of 75.00% of the Association's voting power have executed instruments in writing setting forth specifically the matter to be modified (the "Amendment"), and

WHEREAS, attached hereto as Exhibit A is an Affidavit of the Association's President that a copy of the Amendment was mailed by certified mail to all mortgagees on the records of the Association, and

WHEREAS, attached hereto as Exhibit B is a certification from the Association's Secretary as to the consenting mortgagees, on the records of the Association, to the Amendment, and

WHEREAS, the Association has in its records the signed, written consents to the Amendment signed by Unit Owners representing 79.48% of the Association's voting power, and

WHEREAS, the Association has in its records the power of attorney signed by Unit Owners representing 79.48% of the Association's voting power authorizing the Association's officers to execute the Amendment on their behalf, and

WHEREAS, the proceedings necessary to amend the Declaration as required by Chapter 5311 of the Ohio Revised Code and the Declaration of Condominium Ownership for Greenwood Village Ironwood Trail Condominium have in all respects been complied with.

NOW THEREFORE, the Declaration of Condominium Ownership for Greenwood Village Ironwood Trail Condominium is hereby amended by the following:

DELETE BYLAWS ARTICLE II, Section 1, entitled "Establishment of the Board" in its entirety. Said deletion to be taken from Page 4 of the Bylaws, Exhibit A of the Declaration as recorded in Summit County Records Volume 6875, Page 361 et seq.



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Pg: 2 of 6  
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John A Donofrio, Summit Fiscal Officer



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Pg: 3 of 6  
11/04/2002 12:01P  
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John A Donofrio, Summit Fiscal Officer

INSERT a new BYLAWS ARTICLE II, Section 1, entitled "Establishment of the Board." Said addition, to be made on Page 4 of the Bylaws, Exhibit A of the Declaration as recorded in Summit County Records Volume 6875, Page 361 et seq., is as follows:

Section 1. Establishment of the Board. Beginning with the election held at the Annual Meeting first held after the recording of this amendment and, in accordance with Section 2 hereof, the Board of Trustees shall consist of three (3) persons.

MODIFY BYLAWS ARTICLE II, Section 2, entitled "Number and Qualification." Said modification, to be made on Page 4 of the Bylaws, Exhibit A of the Declaration as recorded in Summit County Records Volume 6875, Page 361 et seq., is as follows:

Section 2. Number and Qualification. Subject to the provisions of Section 1 of this Article II, the Board shall consist of ~~five~~ three (3) persons. ~~Anything herein or in the Declaration to the contrary notwithstanding, any person designated as a member of the Board by Grantor and any person nominated by Grantor for election to the Board need not be a Unit Owner or Occupant to serve on the Board.~~ All other persons nominated or elected to the Board shall be a Unit Owner and Occupant of a Unit or the legal Occupant spouse of a Unit Owner. That notwithstanding, no Unit may be represented by more than one person on the Board at any one time.

Any conflict between these provisions and any other provision of the Declaration or Bylaws shall be interpreted in favor of this amendment reducing the number of Board members from five (5) to three (3). Upon the recording of this amendment, only Unit Owners of record at the time of such filing shall have standing to contest the validity of the amendment, whether on procedural, substantive or any other grounds, provided further that any such challenge shall be brought in the court of common pleas within one year of the recording of the amendment.

IN WITNESS WHEREOF, the said Ironwood Trail Condominium Association, Inc. has caused the execution of this instrument this 22nd day of October, 2002.

IRONWOOD TRAIL CONDOMINIUM ASSOCIATION, INC.

By: Rosemarie Moody  
ROSEMARIE MOODY, its President

By: Barbara LeBrun  
BARBARA LeBRUN, its Secretary

STATE OF OHIO )  
 ) SS  
COUNTY OF SUMMIT )

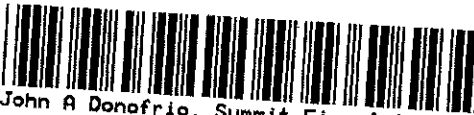
BEFORE ME, a Notary Public, in and for said County, personally appeared the above named Ironwood Trail Condominium Association, Inc., by its President and its Secretary, who acknowledged that they did sign the foregoing instrument, on Page 3 of 6, and that the same is the free act and deed of said corporation and the free act and deed of each of them personally and as such officers.

IN WITNESS WHEREOF, I have hereunto set my hand and official seal in Painesville Hills, Ohio, this 22<sup>nd</sup> day of October, 2002.

Nancy Anne Wargo  
NOTARY PUBLIC

NANCY ANNE WARGO  
Notary Public, State of Ohio  
My Commission Expires May 5, 2006  
Recorded in Summit County

5-5-06

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Pg: 4 of 6  
11/04/2002 12:01P  
CONDO 32.00  
John A Donofrio, Summit Fiscal Officer

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


EXHIBIT A

AFFIDAVIT

STATE OF OHIO                     )  
  )  
COUNTY OF SUMMIT            )     SS

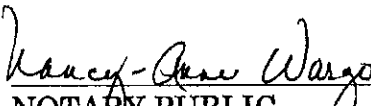
ROSEMARIE MOODY, being first duly sworn, states as follows:

1. She is the duly elected and acting President of the Ironwood Trail Condominium Association, Inc.
2. As such President, she certifies that copies of the Amendment to the Declaration of Condominium Ownership for Greenwood Village Ironwood Trail Condominium were mailed by certified mail to all mortgagees having bona fide liens of record against any Unit Ownerships of whose mortgage interests notice had been given to the Association.
3. Further affiant sayeth naught.

  
ROSEMARIE MOODY, President

BEFORE ME, a Notary Public, in and for said County, personally appeared the above named ROSEMARIE MOODY who acknowledges that she did sign the foregoing instrument and that the same is her free act and deed.

IN TESTIMONY WHEREOF, I have hereunto set my hand and official seal in Lagansville Hills, Ohio, this 22<sup>nd</sup> day of October, 2002.

  
NOTARY PUBLIC  
NANCY ANNE WARGO  
Notary Public, State of Ohio  
My Commission Expires May 5, 2006  
Recorded in Summit County

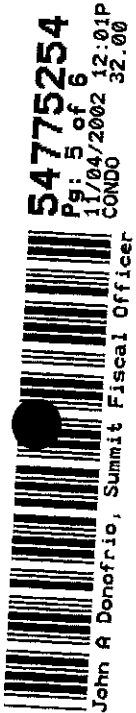


EXHIBIT B

CERTIFICATION OF SECRETARY

The undersigned, being the duly elected and qualified Secretary of the Ironwood Trail Condominium Association, Inc., hereby certifies that there is on file in the Association's records, the names of the following mortgagees, if any, who have consented to the proposed Amendment to the Declaration of Condominium Ownership for Greenwood Village Ironwood Trail Condominium.

NONE

  
BARBARA LeBRUN, Secretary

STATE OF OHIO                    )  
  )  
COUNTY OF SUMMIT            )     SS

BEFORE ME, a Notary Public in and for said County, personally appeared the above named BARBARA LeBRUN who acknowledged that she did sign the foregoing instrument and that the same is her free act and deed.

IN TESTIMONY WHEREOF I have hereunto set my hand and official seal in Sagamore Hills, Ohio, this 22<sup>nd</sup> day of October, 2002.

  
NOTARY PUBLIC

**NANCY JANE WARGO**  
Notary Public, State of Ohio  
My Commission Expires May 5, 2006  
Recorded in Summit County



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Pg: 6 of 6  
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John A Donofrio, Summit Fiscal Officer

*enc*

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AMENDMENTS TO THE  
DECLARATION OF CONDOMINIUM OWNERSHIP  
FOR  
GREENWOOD VILLAGE IRONWOOD TRAIL CONDOMINIUMS

 **55186085**  
Pg: 1 of 7  
05/17/2005 10:29A  
CONDO 72.00  
John A Donofrio, Summit Fiscal Officer

THIS WILL CERTIFY THAT A COPY OF THESE AMENDMENTS TO THE DECLARATION OF CONDOMINIUM OWNERSHIP FOR GREENWOOD VILLAGE IRONWOOD TRAIL CONDOMINIUMS WERE FILED IN THE OFFICE OF THE FISCAL OFFICER OF SUMMIT COUNTY, OHIO.

DATED: *May 16, 2005*

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

*Shaw*

**AMENDMENTS TO THE**  
**DECLARATION OF CONDOMINIUM OWNERSHIP FOR**  
**GREENWOOD VILLAGE IRONWOOD TRAIL CONDOMINIUMS**

WHEREAS, the Declaration of Condominium Ownership for Greenwood Village Ironwood Trail Condominiums (the "Declaration") and the Bylaws of Ironwood Trail Condominium Association, Inc. (the "Bylaws"), Exhibit A to the Declaration, were recorded at Summit County Records Volume 6875, Page 361 et seq., and

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

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

WHEREAS, the proceedings necessary to amend the Declaration as permitted by Chapter 5311 of the Ohio Revised Code and the Declaration of Condominium Ownership for Greenwood Village Ironwood Trail Condominiums have in all respects been complied with.

NOW THEREFORE, the Declaration of Condominium Ownership for Greenwood Village Ironwood Trail Condominiums is hereby amended by the Board of Directors as follows:

- (1) All references in the Declaration and Bylaws to the term "Common Areas" or "Common Areas and Facilities" shall be replaced with the term "Common Elements."
- (2) All references in the Declaration and Bylaws to the term "Limited Common Areas" or "Limited Common Areas and Facilities" shall be replaced with the term "Limited Common Elements."
- (3) All references in the Declaration and Bylaws to the term "Board of Trustees" shall be replaced with the term "Board of Directors."
- (4) DELETE DECLARATION PARAGRAPH 7, SECTION D, entitled "Service of Process," in its entirety. Said deletion is to be made on Page 11 of the Declaration, as recorded at Summit County Records, Volume 6875, Page 361 et seq.

INSERT a new DECLARATION PARAGRAPH 7, SECTION D, entitled "Service of Process." Said addition, to be made on Page 11 of the Declaration, as recorded at Summit County Records, Volume 6875, Page 361 et seq., is as follows:



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Pg: 2 of 7  
05/17/2005 10:29A  
CONDO 72.00



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

- (5) INSERT a new SECTION E, entitled "Enforcement Assessments," to the end of DECLARATION PARAGRAPH 17. Said new addition, to be added on Page 32 of the Declaration, as recorded at Summit County Records, Volume 6875, Page 361 et seq., is as follows:

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

- (6) INSERT a new 2<sup>nd</sup> PARAGRAPH to the end of DECLARATION PARAGRAPH 9, SECTION B, entitled "Lien of Association." Said new addition, to be added on Page 14 of the Declaration, as recorded at Summit County Records, Volume 6875, Page 361 et seq., is as follows:

In accordance with Ohio Revised Code Section 5311.18(A)(1)(b), the Association has a lien upon each Unit's ownership interest for any unpaid interest, administrative late fees, enforcement Assessments, and collection costs, attorney's fees, and paralegal fees.

- (7) INSERT a new PARAGRAPH to the end of DECLARATION PARAGRAPH 18, SECTION A, entitled "Sale or Lease." Said new addition, to be added on Page 33 of the Declaration, as recorded at Summit County Records, Volume 6875, Page 361 et seq., and as amended at Summit County Records, OR 848, Page 825 et seq., is as follows:

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



John A Donofrio, Summit Fiscal Officer

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Pg: 3 of 7  
05/17/2005 10:29A  
CONDO 72.00

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

(8) INSERT a new 2<sup>nd</sup> PARAGRAPH to the end of DECLARATION PARAGRAPH 9, SECTION A, entitled "Division of Common Profits and Common Expenses." Said new addition, to be added on Page 14 of the Declaration, as recorded at Summit County Records, Volume 6875, Page 361 et seq., is as follows:

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

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

(9) INSERT a new SECTION F, entitled "Suspended Rights," to DECLARATION PARAGRAPH 17. Said new addition, to be added on Page 32 of the Declaration, as recorded at Summit County Records, Volume 6875, Page 361 et seq., is as follows:

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

(10) INSERT a new 2<sup>nd</sup> PARAGRAPH to the end of BYLAWS ARTICLE IV, SECTION 5, entitled "Special Services." Said new addition, to be added on Page 11 of the Bylaws, Exhibit A of the Declaration, as recorded at Summit County Records, Volume 6875, Page 361 et seq., is as follows:

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



John A Donofrio, Summit Fiscal Officer

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Pg: 4 of 7  
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CONDO 72.00

(11) INSERT a new SECTION P, entitled "Owner/Resident Information," to DECLARATION PARAGRAPH 11. Said new addition, to be added on Page 20 of the Declaration, as recorded at Summit County Records, Volume 6875, Page 361 et seq., is as follows:

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

(12) INSERT a new 2<sup>nd</sup> SENTENCE to the end of BYLAWS ARTICLE II, SECTION 6, entitled "Regular Meetings." Said new addition, to be added on Page 5 of the Bylaws, Exhibit A of the Declaration, as recorded at Summit County Records, Volume 6875, Page 361 et seq., is as follows:

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

(13) INSERT a new SENTENCE to the end of BYLAWS ARTICLE V, SECTION 1, entitled "Preparation of Estimated Budget." Said new addition, to be added on Page 12 of the Bylaws, Exhibit A of the Declaration, as recorded at Summit County Records, Volume 6875, Page 361 et seq., is as follows:

In accordance with Ohio Revised Code Section 5311.21, in the alternative, if the Association has collected a Common Surplus at the end of any fiscal year, the Board may determine that such amount will be applied toward reserves.

(14) INSERT a new PARAGRAPH I to BYLAWS ARTICLE II, SECTION 8, entitled "Powers and Duties," and INSERT new SUBPARAGRAPHS (1), (2), (3) and (4), thereafter. Said new additions to be added on Page 6 of the Bylaws, Exhibit A of the Declaration, as recorded at Summit County Records, Volume 6875, Page 361 et seq., is as follows:



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

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

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

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

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

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

IN WITNESS WHEREOF, the said Greenwood Village Ironwood Trail Condominium Association, Inc. has caused the execution of this instrument this 7<sup>th</sup> day of May, 2005.

GREENWOOD VILLAGE IRONWOOD TRAIL CONDOMINIUM ASSOCIATION, INC.

By: Rosemarie Moody  
ROSEMARIE MOODY, its President

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Pg: 6 of 7  
05/17/2005 10:29A  
CONDO 72.00  
John A Danofrio, Summit Fiscal Officer

STATE OF OHIO )  
 ) SS  
COUNTY OF SUMMIT )

BEFORE ME, a Notary Public, in and for said County, personally appeared the above named Greenwood Village Ironwood Trail Condominium Association, Inc., by Rosemarie Moody, its President, who acknowledged that she did sign the foregoing instrument, on Page 6 of 7, and that the same is the free act and deed of said corporation and the free act and deed of her personally and as such officer.

IN WITNESS WHEREOF, I have hereunto set my hand and official seal in Summers Hills, Ohio, this 9<sup>th</sup> day of May, 2005.

Nancy Anne Wargo  
NOTARY PUBLIC

**NANCY ANNE WARGO**  
Notary Public, State of Ohio  
My Commission Expires May 5, 2006  
Recorded in Summit County

 **55186085**  
Pg: 7 of 7  
05/17/2005 10:29A  
CONDO 72.00  
John A Donofrio, Summit Fiscal Officer

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



AMENDMENT TO THE  
DECLARATION OF CONDOMINIUM OWNERSHIP  
FOR  
GREENWOOD VILLAGE IRONWOOD TRAIL CONDOMINIUMS

PLEASE CROSS MARGINAL REFERENCE WITH THE DECLARATION OF CONDOMINIUM OWNERSHIP FOR GREENWOOD VILLAGE IRONWOOD TRAIL CONDOMINIUMS RECORDED AT VOLUME 6875, PAGE 361 ET SEQ. FOR THE SUMMIT COUNTY RECORDS.

THIS WILL CERTIFY THAT A COPY OF THIS AMENDMENT TO THE DECLARATION OF CONDOMINIUM OWNERSHIP FOR GREENWOOD VILLAGE IRONWOOD TRAIL CONDOMINIUMS WAS FILED IN THE OFFICE OF THE FISCAL OFFICER OF SUMMIT COUNTY, OHIO.

DATED: 8/10/16

BY: KRISTEN M. SCALISE CPA, CFE  
FISCAL OFFICER

Katie Mancino  
Katie Mancino

DOC # 56232236



AMENDMENT TO THE  
DECLARATION OF CONDOMINIUM OWNERSHIP FOR  
GREENWOOD VILLAGE IRONWOOD TRAIL CONDOMINIUMS

WHEREAS, the Declaration of Condominium Ownership for Greenwood Village Ironwood Trail Condominiums (the "Declaration") and the Bylaws of Ironwood Trail Condominium Association, Inc. (the "Bylaws"), the Declaration, were recorded at Summit County Records, Volume 6875, Page 361 et seq., and

WHEREAS, the Ironwood Trail Condominium Association, Inc. (the "Association") is a corporation consisting of all Unit Owners in Ironwood Trail Condominium and as such is the representative of all Unit Owners, and

WHEREAS, Declaration Article 16 authorizes amendments to the Declaration and Bylaws Article VI, Section 2 authorizes amendments to the Bylaws, and

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

WHEREAS, the Association has in its records the signed, written consents to Amendments B and C signed by Unit Owners representing 86.76% of the Association's voting power as of June 29, 2016, and

WHEREAS, the Association has in its records the power of attorney signed by Unit Owners representing 86.76% of the Association's voting power authorizing the Association's officers to execute Amendments B and C on their behalf, and

WHEREAS, the Association has in its records the signed, written consents to Amendment D signed by Unit Owners representing 81.91% of the Association's voting power as of June 29, 2016, and

WHEREAS, the Association has in its records the power of attorney signed by Unit Owners representing 81.91% of the Association's voting power authorizing the Association's officers to execute Amendment D on their behalf, and

WHEREAS, attached as Exhibit A is an Affidavit of the Association's President stating that copies of the Amendments will be mailed by certified mail to all





mortgagees on the records of the Association once the Amendment is recorded with the Summit County Recorder's Office, and

WHEREAS, attached as Exhibit B is a certification from the Association's Secretary as to the consenting mortgagees, on the records of the Association, to the Amendments, and

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

NOW THEREFORE, the Declaration of Condominium Ownership for Greenwood Village Ironwood Trail Condominiums is amended by the following:

#### AMENDMENT A

*[Intentionally Left Blank - Amendment Proposal Still Pending]*

#### AMENDMENT B

DELETE DECLARATION ARTICLE 11, SECTION E entitled, "Animals and Pets." Said deletion to be taken from Page 18 of the Declaration, as recorded at Summit County Records, Volume 6875, Page 361 et seq.

INSERT a new DECLARATION ARTICLE 11, SECTION E entitled, "Animals and Pets." Said new addition, to be added on Page 18 of the Declaration, as recorded at Summit County Records, Volume 6875, Page 361 et seq., is as follows:

E. Animals and Pets. Except as expressly provided for below, pets, including rabbits, livestock, reptiles, fowl, poultry, or any other animals of any kind, are prohibited from being raised, bred, or kept in any Unit or in the Common Elements.

(i) A Unit Owner may keep dogs (excluding, however, any Prohibited Dog or dog of vicious breed, as each is further defined below), cats, and/or other domestic, household pets as defined by the Board, provided that the total number of



permitted pets will not exceed a total of two pets in the Owner's Unit, and, provided further that any permitted pet complies with the restrictions contained in this Section E.

(ii) The keeping of any permitted pet is subject to any rules and regulations the Board adopts.

(iii) No permitted pet at any time may be kept, bred, or maintained for any commercial purpose.

(iv) Any permitted pet causing or creating a nuisance or unreasonable disturbance will be permanently removed from the Condominium Property subject to these restrictions on three days' written notice from the Board.

(v) A permitted pet must be kept in a Unit and only those portions of the Condominium Property as the Board designates, unless the permitted pet is on a hand-held leash, being carried, or otherwise transported across the Condominium Property by a responsible person. Pet enclosures, shelters, stakes and tie outs are prohibited.

(vi) Pet waste is to be cleaned up immediately and all pet waste must be disposed of in the rubbish. Pet waste cans are prohibited on the outside of the Unit.

(vii) The term "household pet" does not include "exotic" animals as the Board defines and determines from time to time, including, but not limited to any pigs, snakes or other reptiles, exotic breeds, or wild hybrids.

(viii) No Rottweiler, Presa Canario, any dog commonly known as a pit bull, and any mixed breeds of the foregoing (collectively "Prohibited Dogs") may be kept, harbored, or permitted to remain on any part of the Condominium Property for any length of time.

(ix) Any "exotic" animal or Prohibited Dog kept in a Unit prior to the recording of this amendment is



"grandfathered" and permitted to remain on the Condominium Property, provided that said "exotic" animal or Prohibited Dog is registered with the Association within 30 days of the date of recording of this amendment, until its demise or relocation off the Condominium Property, at which time it may not be replaced. If an animal is considered "exotic" or a Prohibited Dog, as the Board determines, the Unit Owner must obtain and maintain liability insurance of at least \$500,000.00 per occurrence and provide proof of such insurance to the Association within 30 days of any written request from the Board.

(x) A "vicious dog" means a dog that: (1) caused injury, including death, to any person or (2) has killed another pet. Upon the Board's determination that a given dog is a vicious dog, such dog is prohibited from being kept, harbored, or permitted to remain on any part of the Condominium Property for any length of time.

(xi) Any pet above the two-pet limit residing on the Condominium Property on or before the recording of this amendment, will be permitted to remain provided that said pet is registered with the Association within 30 days of the date of recording of this amendment. Upon the relocation, removal, or demise of any such registered pet that exceeds the two-pet limit, it may not be replaced unless the pet meets all the requirements of this Section.

Any conflict between this provision and any other provisions of the Declaration and Bylaws will be interpreted in favor of this restriction on pets. The invalidity of any part of the above provision does not impair or affect in any manner the validity or enforceability of the remainder of the provision. Upon the recording of this amendment, only Unit Owners of record at the time of 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 C

DELETE DECLARATION ARTICLE 12 entitled, "Insurance and Reconstruction," in its entirety. Said deletion to be taken from Pages 20-27 of the Declaration, as recorded at Summit County Records, Volume 6875, Page 361 et seq.

INSERT a new DECLARATION ARTICLE 12 entitled, "Insurance and Reconstruction." Said new addition, to be added on Page 20 of the Declaration, as recorded at Summit County Records, Volume 6875, Page 361 et seq., is as follows:

12. Insurance and Reconstruction.

A. Property Insurance

(i) Coverage.

- (a) Mandatory Coverage. The Association will carry Property Insurance (also sometimes known as "casualty insurance" or "fire and extended insurance"), subject to a deductible as provided for in Section A(v) below, on all of the insurable improvements comprising the Common Elements, including the Limited Common Elements located outside the bounds of the Unit, from the perimeter drywall outward and any structural components of the building located within the Unit, and all personal property owned by the Association and for which the Association is responsible. In general terms, the Association is responsible for having Property Insurance from the backside of the Unit's perimeter drywall out, excluding the drywall. This is commonly known as a "bare walls" Property Insurance policy.



- (b) Optional Coverage. The Association may, as the Board so determines, also carry Property Insurance on some or all of the fixtures, structures, components of the Unit, betterments, and other insurable installations and improvements installed within or as part of the Units. In deciding whether to increase, or later decrease the scope of Property Insurance coverage permitted by this subparagraph, the Board may, among other factors, consider the Association's insurance claim history, the financial costs to the Association and the individual Unit Owners, mortgage market requirements, and the overall state of the condominium insurance market. The Board's decision as to the scope of Property Insurance coverage will be reflected from time to time in the Board's meeting minutes. In the event of a conflict between the Board's meeting minutes and the terms of the insurance policy itself with respect to the scope of the Association's Property Insurance coverage, the Board's meeting minutes will control. The Unit Owners will have the burden to determine whether any portion of the Unit is insured under the Association's Property Insurance policy. The Association will provide the Unit Owners with at least 30 days prior written notice of any increase or decrease in the scope of Property Insurance coverage, particularly as it pertains to the Units.
- (ii) Risks to be Insured and Availability of Insurance.
- (a) The Association's Property Insurance will protect against loss or damage by fire and hazards now or in the future embraced by a



special form policy, and all other perils that are customarily covered by similarly constructed and situated condominium associations in Summit County, Ohio. The amount of insurance purchased must be sufficient to cover 100% of the then replacement value, less deductible, without deduction for depreciation, excluding excavation and foundation costs and other items normally excluded from such coverage.

- (b) All insurance coverage is subject to modification as the Board determines necessary based on the availability of coverage and the cost of the coverage. If the cost of 100% full replacement coverage, less the deductible, for Property Insurance is unreasonably expensive, as the Board so determines, then in no event will the coverage be in an amount less than 80% of the then current replacement cost, less the deductible and with exclusions as provided for in this Section A(ii).

(iii) Beneficiary Interests. Subject to the provisions of Section A(iv) below, the Association's Property Insurance, Liability Insurance (as defined in Section E below), and other Association insurance is for the benefit of the Association, each of the Unit Owners, and the holders of mortgages on the Ownership interests, as their interest may appear, and will provide for the issuance of certificates of insurance with mortgagees' endorsements to the holders of mortgages on the Units, if any.

(iv) Claim Filing. The Board has the sole right and authority to file, or authorize the filing of, and adjust any and all claims for damage or destruction that are or may be covered by the Association's Property Insurance policy regardless of the



person(s), including mortgagees, who may be named as an additional insured or beneficiary of such policy, as the Board determines is consistent with the intent of the Declaration and in the Association's best interests. A first mortgagee having an interest in a Unit that sustains insurable damage or destruction may, though, participate in the settlement negotiations, if any, related to such loss. The failure or refusal of the Association to process or file any claim for damage or destruction to any part of the Condominium Property under the Association's Property Insurance will not give rise to any claim against the Association or the Board. However, if no claim is filed, the Association will then self-insure the claim to the extent coverage would have been available under the Association's Property Insurance policy.

(v) Deductible. The Association's Property Insurance will include a reasonable deductible as determined by the Board. Except as provided in Section A(vi) below, the Unit Owner is responsible for any repairs or expenses up to the amount of any applicable deductible for loss or damage to their Unit and Limited Common Elements and the Association is responsible for all costs and other expenses pertaining to the Common Elements. If a single loss affects multiple portions of the Condominium Property, for example, one or more Units and the Common Elements, the repair costs and expenses not paid for by the Association's insurance proceeds are to be proportionately allocated in relation to the amount each party's claim bears to the total amount of the claim, with the party incurring the larger share of the loss responsible for the larger share of the deductible. The Association may assess the amount of any deductible expense attributable to any Unit(s), as provided for in Section A(vi) below, to the Unit Owner(s) of such Unit(s) as a Special Individual Unit Assessment.

(vi) Responsibility for Damage.

(a) Association. The Association's liability is limited to direct losses or damages resulting from its negligence or intentional



act. If any loss or repair is due to the Association's negligence or intentional act, then, in such case, the Association will be responsible for the cost of such loss or repairs to the extent not covered by any insurance policy in accordance with this Article 12, including any deductible amount.

- (b) Unit Owner. If any loss or repair is due to the negligence or intentional act of a Unit Owner, or anyone the Unit Owner is responsible for, such as a family member, Occupant, tenant, guest, or contractor of the Unit Owner, or originates from the Unit Owner's Unit, then, in such case, the said Unit Owner is responsible for the cost of such loss or repairs to the extent not paid for by (or should have been covered and paid for by) any insurance policy required of the Association or any Unit Owner in accordance with this Article 12, including costs not paid for due to any insurance deductible amount.

(vii) Insurance Company Rating. All policies will be written with a company licensed to do business in the State of Ohio and, unless not reasonably available to the Association, holding a rating of "A+" or better by Standard & Poor's Insurance Ratings, or its present day equivalent.

(viii) Mortgagee and Other Additional Insurance Requirements. Notwithstanding anything to the contrary anywhere in this Article 12, the Board will have the full right and authority, but not the obligation, to purchase Property Insurance, or any other insurance policy or endorsement, that includes any and all such terms, conditions, or requirements, as the Board determines is in the Association's best interest and is necessary to comply with any requirements of the





Federal National Mortgage Association, Federal Home Loan Mortgage Corporation, the designees, successors, or assigns, or any other financial institution or government agency. If the Association provides, as the Board so decides, any additional insurance coverage beyond the minimum requirements contained in Section A(i)(a) above, for less than all the Unit Owners, the Association may levy a special assessment against only those Unit Owners so requiring such additional insurance in an amount to be determined by the Board.

(ix) Additional Endorsements. The Association's Property Insurance policy must include, as the Board so determines is reasonable from time to time, a "Building Ordinance" or "Law Coverage" Endorsement or their present day equivalent, a "Demolition Cost Endorsement" or its present day equivalent, an "Increased Cost of Construction Endorsement" or its present day equivalent, and an "Agreed Amount and Inflation Guard Endorsement" or its present day equivalent, and such other endorsements as the Board so decides on.

B. Unit Owner Insurance. Except as may be insured by the Association in accordance with Section A(i) above, each Unit Owner will separately insure those portions of their Unit from and including the Unit's unfinished surface of the perimeter drywall inward, along with any utilities and fixtures that the Unit Owner must maintain, and the Limited Common Elements. This includes, without limitation, all fixtures, perimeter and interior doors and windows and all components, interior plaster or plasterboard, drywall or other material, wall and floor coverings, appliances, and improvements within or a part of said Unit and all utilities within and serving only the said Unit. The Unit Owner will also carry insurance on the Limited Common Elements and Unit up to the amount of the Association's Property Insurance deductible when either such areas are insured by the Association. The Property Insurance carried by the Unit Owner will insure against loss by fire and other hazards and perils now or hereafter embraced by a special form policy with a maximum deductible as determined by the Board. Each Unit Owner will file a copy of the policy(ies), or such other evidence of insurance



as the Board may require, with the Association within 30 days of receipt of a request from the Association. Each Unit Owner may further separately insure the personal contents of their Unit, as well as any other personal property, which they store elsewhere on the Condominium Property. Each Unit Owner will also obtain insurance against liability for events occurring within a Unit.

C. Damage and Destruction.

(i) Immediately after the damage or destruction by fire or other casualty to all or any part of the Condominium Property covered by the Association's Property Insurance, as determined by the Board, the Board or its duly authorized agent may proceed with the filing and adjustment of all claims arising under such insurance and obtain reliable and detailed estimates of the cost of repair or reconstruction of the damaged or destroyed property. Such costs may include professional fees and premiums for such bonds as the Board deems necessary. Each Unit Owner is deemed to have delegated, and does delegate on acquisition of any title interest in a Unit, to the Board or its agent, their right to file for and adjust with insurance companies all losses under the Property Insurance policies referred to in Section A above. In furtherance of this delegation, the Board, and its authorized agents, is and are appointed the attorney-in-fact for all Unit Owners to make proof of loss, to negotiate loss adjustment, and to acknowledge receipt for any sums received on or under any and all of said policies.

(ii) In the event any damage to or destruction of the Common Elements renders 50% or more of the Units then comprised within the Condominium Property untenable, the Unit Owners may, by the vote of those entitled to exercise not less than 75% of the voting power, elect not to repair or restore such damaged part at a meeting which will be called within 90 days after the occurrence of the casualty. Upon such election, all of the Condominium Property will be subject to an action for sale as on partition at the suit of any Unit Owners. In the event of any such sale or a sale of the Condominium Property



after such election, by agreement of all Unit Owners, the net proceeds of the sale together with the net proceeds of insurance, if any, and any other indemnity arising because of such damage or destruction, will be considered as one fund and will be distributed to all Unit Owners in proportion to their respective percentages of interest in the Common Elements. No Unit Owner, however, will receive any portion of their share of such proceeds until all liens and encumbrances on their Unit have been paid, released or discharged.

D. Restoration of Buildings.

(i) Unless Unit Owners elect not to restore the damaged property as provided for in Section C(ii) above, following the occurrence of a casualty for which insurance proceeds are recovered, the Association will use insurance proceeds received to defray the cost of repairing and reconstructing all damage to or destruction of the Common Elements and Limited Common Elements the Association insures substantially as such Elements existed immediately before the damage or destruction, provided that the Board may provide for the use of such new or alternative materials as the Board reasonably determines are in the Association's best interest. Distribution and/or payment of Association insurance proceeds for the repair and reconstruction of any Unit, if any, or both, will be determined by the Board.

(ii) If the cost of the repair for the damages or destruction to the Common Elements or Limited Common Elements exceeds the amount of the insurance proceeds received, such excess may be provided for either by means of a special assessment levied by the Board against all Unit Owners or by means of an appropriation from the reserve fund or such other fund as may be established for the purpose of providing for the maintenance, repair, and replacement of the Common Elements or Limited Common Elements, as the Board, in its sole discretion, may determine. Additional assessments may be made in a like manner at any time during or following the completion of any repair or reconstruction.



(iii) If the cost of repairs to the Common Elements and the Limited Common Elements, is less than the amount of such insurance proceeds, the Association will retain the excess in either the reserve maintenance fund or such other fund as may be established for the purpose of providing for the maintenance, repair, and replacement of the Common Elements.

(iv) If the cost of the repair for the damages or destruction to the Limited Common Elements exceeds the amount of the insurance proceeds received, such excess may be provided for by means of a special assessment levied by the Board against the Unit Owner(s) having the exclusive use of such Limited Common Elements.

(v) After any damage to or destruction of their Unit and the Limited Common Elements the Unit Owner insures, each Unit Owner must restore their Unit, as defined in Declaration Article 5 and the Limited Common Elements, including utilities serving the Unit, at the Unit Owner's sole expense, to such minimum standards as the Board may at any time and/or from time to time, in its sole discretion, establish and will complete such restoration within eight months after the damage or destruction or such sooner time as the Board determines necessary to properly repair the Common Elements and/or Limited Common Elements. Minimum standards may include requiring installation of drywall finished with at least one coat of primer, basic floor coverings, and utility lines, ducts, vents, and related fixtures, and equipment.

E. Waiver of Subrogation. Each Unit Owner and Occupant, as a condition of accepting title and possession, or either one of such, of a Unit, and the Association agree that, in the event any part(s) of the Condominium Property or the fixtures or personal property of anyone located therein or thereon are damaged or destroyed by fire or other casualty that is covered by insurance of any Unit Owner, Occupant, or the Association, and the lessees of any one of them, as provided for in this Article 12, the rights of recovery and subrogation, if any, of any party or their respective insurance company, against the other, or against the employees, agents, licensees or invitees of



any party, with respect to such damage or destruction and with respect to any loss resulting therefrom are waived to the extent of the insurance proceeds actually recovered.

DELETE DECLARATION ARTICLE 13 entitled, "Rehabilitation of Existing Buildings, Structures and Other Improvements," in its entirety. Said deletion to be taken from Page 27 of the Declaration, as recorded at Summit County Records, Volume 6875, Page 361 et seq.

INSERT a new DECLARATION ARTICLE 13 entitled, "Liability Insurance and Other Insurance Coverage." Said new addition, to be added on Page 27 of the Declaration, as recorded at Summit County Records, Volume 6875, Page 361 et seq., is as follows:

13. Liability Insurance and Other Insurance Coverage.

A. The Association must insure itself, the Board of Directors, the Unit Owners and Occupants against liability for personal or bodily injury, disease, illness, or death and for injury to or destruction of property occurring on, in or about, or arising from or relating to the Common Elements, including, without limitation, water damage, legal liability, hired automobile, non-owner automobile, and off-premises employee coverage, such insurance to afford protection to a limit of not less than \$2,000,000.00 in respect to personal or bodily injury, disease, illness or death suffered by any one person, and to the limit of not less than \$2,000,000.00 in respect to any one occurrence, and to the limit of not less than \$2,000,000.00 in respect to damage to or destruction of property arising out of any one accident. All liability insurance will contain cross-liability endorsements to cover liabilities of the Unit Owners as a group to a Unit Owner. In the event the insurance effected by the Association on behalf of the Unit Owners and Occupants against liability for personal or bodily injury or property damage arising from or relating to the Common Elements will, for any reason, not fully cover any such liability, the amount of any deficit will be a Common Expense to the Unit Owners, and any Unit Owner who paid all or any portion of such deficiency in an amount exceeding their proportionate share thereof



based on their percentage of interest in the Common Elements will have a right of contribution for the other Unit Owners according to their respective percentages of interest in the Common Elements. Such policy will not insure against liability for personal or bodily injury or property damage arising out of or relating to the individual units.

B. The Association must carry worker's compensation insurance as required by law.

C. The Association must carry fidelity coverage against dishonest acts of person(s) handling Association funds.

D. The Association may carry such other insurance as the Declarant prior to the formation of the Association and the Board thereafter may determine, including, without limitation, errors and omissions insurance, liability insurance for Board members and fidelity coverage against dishonest acts of person handling Association funds.

Any conflict between the above provisions and any other provisions of the Declaration and Bylaws will be interpreted in favor of this revision of the Association's and Unit Owners' property (casualty) insurance and public liability insurance, and other insurance coverage obligations as well as property restoration responsibilities. The invalidity of any part of the above provision does not impair or affect in any manner the validity or enforceability of the remainder of the provision. Upon the recording of this amendment, only Unit Owners of record at the time of 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 within the court of common pleas within one year of the recording of the amendment.

#### AMENDMENT D

DELETE BYLAWS ARTICLE II, SECTION 8, PARAGRAPH D. Said deletion to be taken from Page 6 of the Bylaws, Exhibit A of the Declaration, as recorded at Summit County Records, Volume 6875, Page 361 et seq.



INSERT BYLAWS ARTICLE II, SECTION 8, PARAGRAPH D. Said new addition, to be added on Page 6 of the Bylaws, Exhibit A of the Declaration, as recorded at Summit County Records, Volume 6875, Page 361 et seq., is as follows:

D. borrow money, assign, without limitation, the Association's right to future income, including the right to receive common assessments, insurance proceeds, and other income or compensation, as collateral for any monies borrowed, assign the Association's lien rights, and issue, sell, and/or pledge notes, bonds, and/or other evidences of indebtedness of the Association and execute related documents, provided:

(1) that any such borrowing will be limited to the purpose of acquiring funds to be used for the insurance, maintenance, repair, and/or replacement of the Condominium Property, or

(2) for such capital additions or improvements under the monetary limits and as approved by a majority of the Association's voting power that is present, in person or by proxy, at an Association meeting as provided for in Bylaws Article IV, Section 3.

Any conflict between this provision and any other provision in the Declaration and Bylaws will be interpreted in favor of this provision giving the Board, on behalf of the Association, the authority to borrow funds and assign future income as collateral for any Unit Owner approved loan for limited purposes with prior Unit Owner approval. The invalidity of any part of the above provision will not impair or affect in any manner the validity or enforceability of the remainder of the provision. Upon the recording of this amendment, only Unit 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.

The Ironwood Trail Condominium Association, Inc. has caused the execution of this instrument this 29<sup>th</sup> day of July, 2016.

IRONWOOD TRAIL CONDOMINIUM ASSOCIATION, INC.

By: Rosemarie A Moody  
ROSEMARIE MOODY, its President

By: Gregory Picoult  
GREGORY PICOULT, its Secretary

STATE OF OHIO )  
COUNTY OF Summit ) SS

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

I have set my hand and official seal in Sagamore Hills, Ohio, this 29<sup>th</sup> day of July, 2016.

Denise Lynn Bogucki  
NOTARY PUBLIC

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

Place notary stamp here:

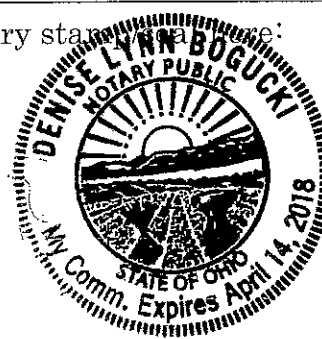




EXHIBIT A

AFFIDAVIT

STATE OF OHIO )  
COUNTY OF Summit ) SS

ROSEMARIE MOODY, being first duly sworn, states as follows:

1. She is the duly elected and acting President of the Ironwood Trail Condominium Association, Inc.
2. She caused copies of the Amendments to the Declaration to be mailed by certified mail to all mortgagees having bona fide liens of record against any Unit Ownerships of whose mortgage interests notice had been given to the Association.

Rosemarie A Moody  
ROSEMARIE MOODY, President

BEFORE ME, a Notary Public, in and for said County, personally appeared the above named ROSEMARIE MOODY who acknowledges that she did sign the foregoing instrument and that the same is her free act and deed.

IN TESTIMONY WHEREOF, I have set my hand and official seal in Sagamore Hills, Ohio, this 29th day of July, 2016.

Denise Lynn Bogucki  
NOTARY PUBLIC

Place notary stamp/seal here:

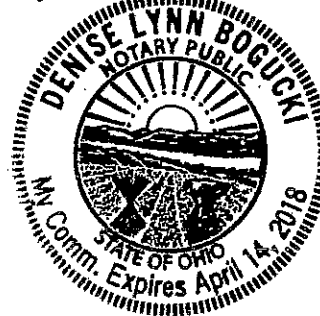


EXHIBIT B

CERTIFICATION OF SECRETARY

STATE OF OHIO )  
COUNTY OF Summit ) SS

GREGORY PICOULT, the duly elected and acting Secretary of the Ironwood Trail Condominium Association, Inc., certifies that there is on file in the Association's records, the names of the following mortgagees who have consented to the proposed Amendment to the Declaration: None.

  
\_\_\_\_\_  
GREGORY PICOULT, Secretary

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

IN TESTIMONY WHEREOF, I have set my hand and official seal in Sagamore Hills, Ohio, this 29th day of July, 2016.

  
\_\_\_\_\_  
NOTARY PUBLIC

