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C. L. BOWER
County Auditor
BY *[Signature]*
Deputy Auditor

GREENWOOD VILLAGE CONDOMINIUM NO. 3
SAGAMORE HILLS TOWNSHIP,
OHIO

BYLAWS
OF
GREENWOOD VILLAGE CONDOMINIUM NO. 3
UNIT OWNERS' ASSOCIATION

EXHIBIT A

This instrument prepared by:
Thompson, Hine and Flory
Cleveland, Ohio

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C. L. Bower, County Auditor

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EXHIBIT A

BYLAWS OF GREENWOOD VILLAGE
CONDOMINIUM NO. 3 UNIT OWNERS' ASSOCIATION

ARTICLE I

THE ASSOCIATION

Section 1. Name and Nature of Association.

The Association shall be an Ohio corporation not for profit and shall be called "Greenwood Village Condominium No. 3 Units Owners' Association".

Section 2. 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 3. 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 and Facilities. 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 4. 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 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 5. 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, or at such other place upon the Condominium Property 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 time as may be designated by the Board and specified in the notice of the meeting. The annual meeting or members of the Association shall be held on the first Monday of May of each year, if not a legal holiday and, if a legal holiday, then on the next succeeding business day.

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 acting without a meeting, or of members entitled to exercise at least twenty-five percent (25%) of the voting power. 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 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, the lack of proper notice shall be deemed to be a waiver by him of 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 Board
- (8) Unfinished and/or old business
- (9) New business
- (10) Adjournment

Section 6. Actions Without a Meeting. All actions, except removal of a Board member, which may be taken

without a meeting with the approval of, and in a writing or writings signed by members of the Association having the percentage of voting power required to take such action if the same were taken at a meeting. Such writings shall be filed with the Secretary of the Association.

ARTICLE II

BOARD OF MANAGERS

Section 1. Number and Qualification. The Board shall consist of five persons, one of which for a period of 10 years after the date the Declaration is filed for record shall be designated by Greenwood Village, Inc., which in the Declaration is called "Grantor" and which together with its successors and assigns is herein called "Greenwood". Anything herein or in the Declaration to the contrary notwithstanding, any person designated as a member of the Board by Greenwood and any person nominated by Greenwood 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.

Section 2. Election of Board; Vacancies. 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 Greenwood shall be filled by a subsequent designation of Greenwood.

Section 3. 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. At the first annual meeting of the members of the Association, the term of office of three Board members shall be two (2) years (one of which members shall be designated by Greenwood pursuant to Section 2 of this Article II), and the term of office of the remaining Board members shall be one (1) year. At the expiration of such initial term of office of each respective Board member, his successor shall be elected to serve for a term of two (2) years.

Section 4. Organization Meeting. Immediately after each annual meeting of members of the Association, the

newly elected Board members and those Board members whose terms hold over 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 5. 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 6. 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 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.

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 the Board member, if any, designated by Greenwood 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.

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 of 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 and Facilities. The cost of water, waste removal, electricity, telephone, heat, power or any other utility service for the Common Areas and Facilities excluding the Limited Common Areas and Facilities. 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 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 and Facilities, 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 and Facilities, as provided in the Declaration, the limits of which policy shall be reviewed annually;

D. Workmen's Compensation. Workmen's 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 a 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 (including a recreation director, if any), 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 and Facilities.

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

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 Project 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 Condominium Property or against the Common Areas and Facilities, 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 Facilities 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 and Facilities, or any other Unit, and the Unit Owner having the exclusive right to use such Limited Common Areas and Facilities 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 and Facilities 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 the Unit Owner is present or not.

Section 3. Capital Additions and Improvements.

Whenever in the judgment of the Board of the Common Areas and Facilities shall require additions, alterations or improvements (as opposed to maintenance, repair and replacement) costing in excess of \$5,000.00 and the making of such additions, alterations or improvements shall have been approved by Unit Owners entitled to exercise not less than a majority of the voting power, the Board shall proceed with such additions, alterations or improvements and shall assess all Unit Owners for the cost thereof as a Common Expense. Any additions, alterations or improvements costing \$5,000.00 or less may be made by the Board without approval of the Unit Owners, and the cost thereof 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 herein contained 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 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 and Facilities. On or before January 1st of the ensuing year, and 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 and Facilities 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 and Facilities 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 and Facilities. 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 Board elected hereunder takes office, the Association shall determine the "estimated cash requirement", as hereinabove defined, for the period commencing thirty (30) days after said election and ending on December 31st of the calendar

year in which said 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.

Section 4. Failure to Prepare Annual Budget.

The failure or delay of the Association to prepare or deliver to the Unit Owner 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 payment is due more than ten (10) days after 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 any 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 and Facilities.

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 Greenwood, 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 shall in no event exceed an amount which, when added to such Unit Owner's equity interest in his Unit, will equal twenty-five per cent (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. 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 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 the 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 or under the Declaration any vote of Association members or 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 Article I of the Declaration.

CONSENT OF MORTGAGEE

The undersigned, SHAKER SAVINGS ASSOCIATION, is mortgagee of premises described in the within Declaration of Condominium Ownership for Greenwood Village Condominium No. 3 by virtue of a Mortgage Deed executed by Greenwood Village, Inc. and recorded in Mortgage Records of the Recorder of Summit County in Volume 5050, at Pages 517 to 520, inclusive, and by virtue of a Mortgage Deed executed by Greenwood Village, Inc. and recorded in Mortgage Records of the Recorder of Summit County in Volume 5122, at Pages 111 to 115, inclusive.

The undersigned hereby consents to the execution and delivery of the foregoing Declaration of Condominium Ownership, with the Bylaws and Drawings attached as exhibits thereto, and to the filing thereof in the Office of the County Recorder of Summit County, Ohio, and, further, subjects and subordinates said Mortgage Deed to the foregoing Declaration of Condominium Ownership, with the Bylaws and Drawings attached as exhibits thereto, and to the provisions of Chapter 5311 of the Ohio Revised Code.

Signed and acknowledged in the presence of:

Eraine Rose Tulow

Mary Fleming

SHAKER SAVINGS ASSOCIATION

By Harold E. Datz
Harold E. Datz, its Vice President

By Margaret A. Fox
Margaret A. Fox, its Ass't Secretary

STATE OF OHIO)
) SS.
COUNTY OF CUYAHOGA)

BEFORE ME, a Notary Public in and for said County and State personally appeared Harold E. Datz, the Vice President, and Margaret A. Fox, the Assistant Secretary of SHAKER SAVINGS ASSOCIATION, who, having been first duly sworn acknowledged that they did execute the foregoing instrument and that the same was their free act and deed individually and as such officers and the free act and deed of said association.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed my official seal at Cleveland, Ohio, this 8th day of April, 1971.

Elaine Rose Tulow
Notary Public

ELAINE ROSE TULOW, Notary Public
My Commission Expires May 11, 1972

457

Transferred, Not Necessary
Received Apr 14, 1971 at 3:25 PM
Recorded Apr 29, 1971
Recorder's fee \$186.15 Roy R. Ruff
Recorder

VOL 5116 PAGE 457

GREENWOOD VILLAGE CONDOMINIUM NO. 3

SAGAMORE HILLS TOWNSHIP

OHIO

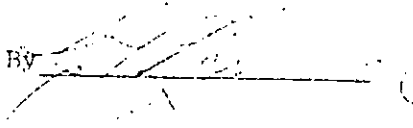
12 pages
Ownership of
Common Areas
& Facilities

FIRST AMENDMENT
TO
DECLARATION OF CONDOMINIUM OWNERSHIP

This will certify that copies of this First Amendment have been filed in the office of the County Auditor, Summit County, Ohio.

Date: June 14, 1971

C. L. BOWER
County Auditor

BY 

This instrument prepared by

Thompson, Hine and Flory
Cleveland, Ohio

FILED
SUMMIT COUNTY, OHIO
JUN 14 1971
C. L. BOWER
COUNTY AUDITOR

FILED
SUMMIT COUNTY, OHIO
JUN 14 1971
C. L. BOWER, County Auditor

In Plateau, Ohio
Condominium

612925 3rd Amendment Vol. 507 Pg 73 8-4-71
617537 7th Amendment Vol. 512 Pg 77 9-14-71

FIRST AMENDMENT
TO
DECLARATION OF CONDOMINIUM
OWNERSHIP FOR GREENWOOD
VILLAGE CONDOMINIUM NO. 3

WHEREAS, on April 14, 1971, Greenwood Village, Inc., a Delaware corporation, in the Declaration described below and hereinafter referred to as "Grantor", submitted certain premises in Sagamore Hills Township, Summit County, Ohio to the provisions of Chapter 5311 of the Ohio Revised Code for condominium ownership by filing with the Summit County Recorder an instrument entitled "Declaration of Condominium Ownership For Greenwood Village Condominium No. 3" (hereinafter referred to as the "Declaration") which was assigned Document No. 600689 by the Summit County Recorder and subsequently on April 29, 1971 recorded in Volume 5116, at Pages 367 to 457, inclusive, of Summit County Records; and

WHEREAS, the present owners and mortgagees of each Unit for which provision is made in the Declaration are:

<u>Unit No.</u>	<u>Unit Owner</u>	<u>Mortgagee</u>
1101	Grantor	Shaker Savings Association
1102	Lois McFadden	Shaker Savings Association
1103	James E. Brown and Patricia A. Brown	Shaker Savings Association
1104	Grantor	Shaker Savings Association
1105	Leonara E. Wilson and Kathryn J. Wilson	Shaker Savings Association

<u>Unit No.</u>	<u>Unit Owner</u>	<u>Mortgagee</u>
1106	Loyola Badger	None
1107	Grantor	Shaker Savings Association
1108	Grantor	Shaker Savings Association
1201	The Cleveland Trust Company, Trustee under Trust Agreement dated March 25, 1971	None
1202	Grantor	Shaker Savings Association
1203	Grantor	Shaker Savings Association
1204	Grantor	Shaker Savings Association

WHEREAS, Grantor also on April 14, 1971 filed with the Summit County Recorder, as Exhibit A to the Declaration, an instrument entitled "Bylaws of Greenwood Village Condominium No. 3 Unit Owners' Association" (hereinafter referred to as the "Bylaws") which was assigned Document No. 600689 by the Summit County Recorder and subsequently on April 29, 1971 recorded in Volume 5116, at Pages 428 to 455, inclusive, of Summit County Records; and

WHEREAS, Grantor also on April 14, 1971 filed with the Summit County Recorder, as Exhibit B to the Declaration, drawings (hereinafter referred to as the "Drawings") which were assigned Document No. 600689 by the Summit County Recorder and subsequently on April 29, 1971 recorded in Plat Book 77, at Pages 23 to 33, inclusive, of Summit County Map Records; and

WHEREAS, Paragraph 16 of the Declaration provides that the Declaration may 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, duly executed by all of the Unit Owners of the Condominium Property; and

WHEREAS, Paragraph 6, Section B, of the Declaration incorrectly established the percentage of interest in the Common Areas and Facilities held by each Unit Owner of the Condominium Property, and all the Unit Owners desire to correct said inadvertent error by executing for such purpose this First Amendment to Declaration of Condominium Ownership and causing the same to be filed for record with the Recorder of Summit County; and

WHEREAS, Shaker Savings Association, the mortgagee of certain Units hereinbefore identified has consented in writing to this First Amendment to Declaration of Condominium Ownership;

NOW, THEREFORE, Lois McFadden, owner of Unit No. 1102, James E. Brown and Patricia J. Brown, owners of Unit No. 1103, Leonard E. Wilson and Kathryn J. Wilson, owners of Unit No. 1105, Loyola Badger, owner of Unit No. 1106, The Cleveland Trust Company, in its capacity as Trustee under Trust Agreement dated March 25, 1971, owner of Unit No. 1201, and Grantor, owner of all other Units for which provision is made in the Declaration, hereby agree as follows (all terms herein used which are defined in the Declaration shall be interpreted to have the same meaning as defined in the Declaration):

1. The Declaration is hereby amended, in accordance with the provisions of Paragraph 16 thereof, by the deletion of Section B of Paragraph 6 of the Declaration and the substitution of the following in lieu thereof to the same effect as if originally incorporated therein:

"B. Ownership of Common Areas and Facilities. The Common Areas and Facilities 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 part of the Common Areas and Facilities 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 and Facilities; provided, however, that if any Unit be 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 and Facilities of 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>
1101	9.0448
1102	7.8252
1103	7.9268
1104	8.4250
1105	7.8252
1106	8.5382
1107	7.9268
1108	9.0448
1201	8.4350
1202	7.9268
1203	7.9268
1204	9.0448

The undivided percentage of interest of the Unit Owners in the Common Areas and Facilities and the fee title to the respective Units shall not be separate 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."

2. Except as specifically hereinabove amended, all of the provisions of the Declaration and the Bylaws and the Drawings shall be and remain in full force and effect.

IN WITNESS WHEREOF, the parties hereto, have executed this instrument as of the 14th day of April, 1971.

Signed and acknowledged in the presence of:

Maureen Smith
Lois McFadden

Lois McFadden
Lois McFadden

William Gill
Ronald Sliger

James E. Brown
James E. Brown

William Gill
Ronald Sliger

Patricia J. Brown
Patricia J. Brown

William Gill
Ronald Sliger

Leonard E. Wilson
Leonard E. Wilson

William Gill
Ronald Sliger

Kathryn J. Wilson
Kathryn J. Wilson

William Gill
Ronald Sliger

Loyola Badger
Loyola Badger

Richard B. ...
Richard B. ...

The Cleveland Trust Company,
Trustee under Trust Agreement
dated March 25, 1971

By Wilson Friedman
And Paul B. Weisbord

William Gill
Ronald Sliger

GREENWOOD VILLAGE, INC.
By William B. ...
And Edward D. ...

STATE OF OHIO)
COUNTY OF Summit) SS.

BEFORE ME, a Notary Public in and for said County and State, personally appeared the above named LOIS McFADDEN, who, having been first duly sworn, 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, at Sagamore Hill, this 6 day of June, 1971.

Robert Kater
Notary Public

STATE OF OHIO)
COUNTY OF) SS.

ROBERT KATER, Attorney
NOTARY PUBLIC - STATE OF OHIO
My commission has no expiration date.
Exp. 10/1/78, R.C.

BEFORE ME, a Notary Public in and for said County and State, personally appeared the above named JAMES E. BROWN and PATRICIA J. BROWN, husband and wife, who, having been first duly sworn, acknowledged that they did sign the foregoing instrument and that the same is their free act and deed.

IN TESTIMONY WHEREOF, I have hereunto set my hand and official seal, at _____, this _____ day of May, 1971.

Notary Public

STATE OF OHIO)
COUNTY OF) SS.

BEFORE ME, a Notary Public in and for said County and State, personally appeared the above named LEONARD E. WILSON and KATHRYN J. WILSON, husband and wife, who, have been first duly sworn, acknowledged that they did sign the foregoing instrument and that the same is their free act and deed.

IN TESTIMONY WHEREOF, I have hereunto set my hand and official seal, at _____, this ___ day of May, 1971.

STATE OF OHIO)
COUNTY OF) SS.

Notary Public

BEFORE ME, a Notary Public in and for said County and State, personally appeared the above named LOYOLA BADGER, who, having been first duly sworn, 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, at _____, this ___ day of May, 1971.

Notary Public

STATE OF OHIO)
COUNTY OF Cuyahoga) SS.

BEFORE ME, a Notary Public in and for said County, personally appeared the above named Nelson Friedman and Paul D. Kersianet, known to me to be respectively the Vice President and Asst Trust ^{officer} of THE CLEVELAND TRUST COMPANY who acknowledged that they, and by them as its officers, THE CLEVELAND TRUST COMPANY, as Trustee, under Trust Agreement dated March 25, 1971, did sign and seal the foregoing instrument, and that the same is the free act and deed of said Trust Company, as Trustee, and of themselves as such officers.

IN TESTIMONY WHEREOF, I have hereunto set my hand and official seal, at Cleveland, Ohio, this 9 day of ~~May~~ ^{June}, 1971.

Notary Public

STATE OF OHIO)
COUNTY OF) SS.

NEAL A. GOSLER, Attorney
NOTARY PUBLIC - STATE OF OHIO
My commission has no expiration date.
Section 147.03 R.C.

BEFORE ME, a Notary Public in and for said County and State, appeared William A. Wargo, President, and Edward H. Crane, Secretary, respectively, of Greenwood Village, Inc., a Delaware corporation, who, having been first duly sworn, acknowledged that they did execute the foregoing instrument and that the same was their free act and deed individually and as such officers and the free act and deed of said corporation.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed my official seal at _____, Ohio, this day of May, 1971.

Notary Public

This instrument prepared by:
Thompson, Hine and Flory
Cleveland, Ohio

5160 39

CONSENT OF MORTGAGEE

The undersigned, SHAKER SAVINGS ASSOCIATION, as mortgagee of Units Nos. 1101, 1102, 1103, 1104, 1105, 1107, 1108, 1202, 1203 and 1204 described in the Declaration of Condominium Ownership for Greenwood Village Condominium No. 3 (hereinafter referred to as the "Declaration"), which was recorded in Volume 5116, at Pages 367 to 457, inclusive, of Summit County Records, and in the within First Amendment to Declaration of Condominium Ownership for Greenwood Village Condominium No. 3 (hereinafter referred to as the "First Amendment"), hereby consents to the execution and delivery of the foregoing First Amendment to Declaration of Condominium Ownership for Greenwood Village Condominium No. 3 and to the filing thereof in the Office of the County Recorder of Summit County, Ohio

Signed and acknowledged in the presence of:

SHAKER SAVINGS ASSOCIATION

Eugene D. McCormick
Margaret A. Fox

By Eugene D. McCormick
Eugene D. McCormick, its Vice President
And Margaret A. Fox
Margaret A. Fox, its Ass't Secretary

STATE OF OHIO)
) SS.
COUNTY OF CUYAHOGA)

BEFORE ME, a Notary Public in and for said County and State personally appeared Eugene H. McCormick, the Vice President and Margaret A. Fox, the Assistant Secretary of SHAKER SAVINGS ASSOCIATION, who, having been first duly sworn, acknowledged that they did execute the foregoing instrument and that the same was their free act and deed individually and as such officers and the free act and deed of said association.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed my official seal at Cleveland, Ohio, this _____ day of May, 1971.

Notary Public

A F F I D A V I T

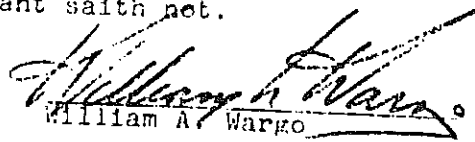
STATE OF OHIO)
))
COUNTY OF COLUMBIA) SS.

William A. Wargo, being first duly sworn on oath says:

(a) That he is the President of Greenwood Village, Inc., a Delaware corporation, referred to as the Grantor in the within First Amendment to Declaration of Condominium Ownership For Greenwood Village Condominium No. 3 (hereinafter called the "First Amendment"); and

(b) That a copy of the within First Amendment has been mailed by certified mail to owners of Units 1102, 1103, 1105, 1106 and 1201 to which reference is made in the within First Amendment and to Shaker Savings Association, the only mortgagee having a bona fide lien of record against any Unit to which reference is made in the within First Amendment.

Further affiant saith not.


William A. Wargo

Sworn to before me and subscribed in my presence this _____ day of May, 1971.

Notary Public

LAW OFFICES OF
THOMPSON, HINE AND FLORY
NATIONAL CITY BANK BUILDING
CLEVELAND, OHIO 44114

5/19
5/19
1/11

606819

J. E. Brown, P.

McCadden
William

Richard (24)
National Trust Co.
Cleveland, Ohio

RECEIVED FOR RECORD

At 2:20 o'clock PM
Recorded JUN 1 1971

File 5160 Page 3143
Thompson, Hine and Flory

Smith's Copying, Inc.
6390

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6390

LAW OFFICES OF
THOMPSON, HINE AND FLORY
NATIONAL CITY BANK BUILDING
CLEVELAND, OHIO 44114

173-93

Vol 5160 Page 43

606820

RECEIVED

1971 JUN 14 PM 2:15

C. L. BOWER
AUDITOR

GREENWOOD VILLAGE CONDOMINIUM NO. 3

SAGAMORE HILLS TOWNSHIP

OHIO

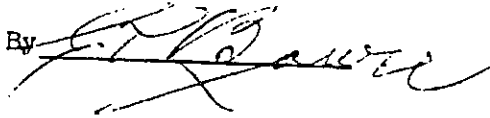
SECOND AMENDMENT
TO
DECLARATION OF CONDOMINIUM OWNERSHIP

This will certify that copies of this Second Amendment, together with Drawings attached hereto as Exhibit B, have been filed in the Office of County Auditor, Summit County, Ohio.


Date: June 14, 1971

C. L. BOWER
County Auditor

By



7059

TRANSFER NOT NECESSARY
SEC. 319.202 REV. CODE COMPLIED WITH
EXEMPT FROM
Registration
C. L. BOWER
County Auditor
BY 
Deputy Auditor

This instrument prepared by:

Thompson, Hine and Flory
Cleveland, Ohio

TRANSFER NOT NECESSARY
JUN 14 1971
C. L. Bower, County Auditor

*For Plat in Ch 77
Pgs 52 to 57 incl.*

SECOND AMENDMENT
TO
DECLARATION OF CONDOMINIUM
OWNERSHIP FOR GREENWOOD
VILLAGE CONDOMINIUM NO. 3

WHEREAS, on April 14, 1971, Greenwood Villiage, Inc., a Delaware corporation, in the Declaration described below and hereinafter referred to as "Grantor", submitted certain premises in Sagamore Hills Township, Summit County, Ohio to the provisions of Chapter 5311 of the Ohio Revised Code for condominium ownership by filing with the Summit County Recorder an instrument entitled "Declaration of Condominium Ownership For Greenwood Village Condominium No. 3" (hereinafter referred to as the "Declaration") which was assigned Document No. 600689 by the Summit County Recorder and subsequently on April 29, 1971 recorded in Volume 5116, at Pages 367 to 427, inclusive, of Summit County Records; and

WHEREAS, Grantor also on April 14, 1971 filed with the Summit County Recorder, as Exhibit A to the Declaration, an instrument entitled "Bylaws of Greenwood Village Condominium No. 3 Unit Owners' Association" (hereinafter referred to as the "Bylaws") which was assigned Document No. 600689 by the Summit County Recorder and subsequently on April 29, 1971 recorded in Volume 5116, Pages 428 to 457, inclusive, of Summit County Records; and

WHEREAS, Grantor also on April 14, 1970 filed with the Summit County Recorder, as Exhibit B to the Declaration,

drawings (hereinafter referred to as the "Drawings") which were assigned Document No. 600689 by the Summit County Recorder and subsequently on April 29, 1971 recorded in Plat Book 77 at Pages 23 to 33, inclusive, of Summit County Map Records; and

WHEREAS, on June __, 1971 an instrument entitled "First Amendment To Declaration of Condominium Ownership For Greenwood Village Condominium No. 3" (hereinafter referred to as the "First Amendment") which amended the percentage of interest in the Common Areas and Facilities held by each Unit Owner of the Condominium Property, was filed with the Summit County Recorder and assigned Document No. 600819; and

WHEREAS, the present owners and mortgagees of each Unit for which provision is made in the Declaration are:

<u>Unit No.</u>	<u>Unit Owner</u>	<u>Mortgagee</u>
1101	Grantor	Shaker Savings Association
1102	Lois McFadden	Shaker Savings Association
1103	James E. Brown and Patricia J. Brown	Shaker Savings Association
1104	Grantor	Shaker Savings Association
1105	Leonard E. Wilson and Kathryn J. Wilson	Shaker Savings Association
1106	Loyola Badger	
1107	Grantor	Shaker Savings Association
1108	Grantor	Shaker Savings Association
1201	The Cleveland Trust Company, Trustee under Trust Agreement dated March 25, 1971	
1202	Grantor	Shaker Savings Association

<u>Unit No.</u>	<u>Unit Owner</u>	<u>Mortgagee</u>
1203	Grantor	Shaker Savings Association
1204	Grantor	Shaker Savings Association

The above-named Unit Owners (other than Grantor) are herein-after referred to as the "Parcel No. 1 Subsequent Unit Owners" and the above-named mortgagees of said Parcel No. 1 Subsequent Unit Owners are hereinafter referred to as the "Parcel No. 1 Subsequent Mortgagees"; and

WHEREAS, Grantor, is, pursuant to the provisions of Paragraph 16 of the Declaration, the duly appointed and acting Attorney-in-Fact of each of the Parcel No. 1 Subsequent Unit Owners and the Parcel No. 1 Subsequent Mortgagees for the purpose of executing, acknowledging and recording (i) for and in the name of each such Parcel No. 1 Subsequent Unit Owner, such amendments to the Declaration as are contemplated by Paragraph 15 thereof, and (ii) for and in the name of each such Parcel No. 1 Subsequent Mortgagee, a consent to such amendment or amendments; and

WHEREAS, Paragraph 15 of the Declaration reserved to Grantor the right to amend the Declaration and the Drawings for the purpose of submitting certain additional premises to the provisions of the Declaration and to the provisions of Chapter 5311 of the Ohio Revised Code for condominium ownership; and

WHEREAS, Grantor has determined to submit Parcel No. 2, as described and defined in the Declaration, together with the improvements thereon constructed and hereinafter described,

to the provisions of Chapter 5311 of the Ohio Revised Code for condominium ownership; and

WHEREAS, Shaker Savings Association, which is the Mortgagee of those Units within Parcel No. 1 which are owned by Grantor and which is also the Mortgagee of Parcel No. 2, is willing to consent to this Second Amendment to Declaration of Condominium Ownership.

NOW, THEREFORE, Grantor hereby declares (all terms herein used which are defined in the Declaration shall be interpreted to have the same meaning as defined in the Declaration):

1. Grantor is the owner of Parcel No. 2 which, together with Parcel No. 2 Buildings and all other improvements thereon, all easements, rights, appurtenances belonging thereto and all articles of personal property existing thereon for the common use of the Unit Owners, is hereby submitted to the provisions of Chapter 5311 and the provisions of the Declaration, as amended by the First Amendment, and is hereby included in, and made a part of, the Condominium Property.

2. The Declaration, as amended by the First Amendment, is hereby further amended in accordance with the provisions of Paragraphs 15 and 16 thereof, in the following respects:

(a) Paragraph 4 of the Declaration is hereby deleted and the following substituted in lieu thereof:

"4. General Description of Condominium Property. Until amended as provided in Paragraph

15 hereof, the Condominium Property consists of Parcel No. 1 and Parcel No. 2 and the Parcel No. 1 Buildings and the Parcel No. 2 Buildings and other improvements located thereon, including, without limitation, three (3) residential structures containing side-by-side Units, each having an attached 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 structure, which is located on Parcel No. 1, contains eight (8) Units, each of which is two (2) stories in height and designated, respectively, '1101', '1102', '1103', '1104', '1105', '1106', '1107', and '1108' on the Drawings. The second such structure, which is located on Parcel No. 1, contains four (4) Units, each of which is two (2) stories in height and designated, respectively, '1201', '1202', '1203', and '1204' on the Drawings. The third such structure, which is located on Parcel No. 2, contains eight (8) Units, each of which is two (2) stories in height and designated, respectively, '1301', '1302', '1303', '1304', '1305', '1306', '1307', and '1308' on the Drawings. The Buildings on Parcel No. 1 and Parcel No. 2 are constructed principally of cement block, cement, brick veneer and wood. The location, layout and dimensions of the Units and the Common Areas and Facilities are shown graphically on the Drawings."

(b) Section P of Paragraph 6 of the Declaration is hereby deleted and the following substituted in lieu thereof:

"B. Ownership of Common Areas and Facilities. The Common Areas and Facilities 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 part of the Common Areas and Facilities 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 and Facilities; provided, however, that if any Unit be 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 and Facilities of 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>
1101	5.4070
1102	4.6780
1103	4.7387
1104	5.0426
1105	4.6780
1106	5.1640
1107	4.7387
1108	5.4070
1201	5.0426
1202	4.7387
1203	4.7387
1204	5.4070
1301	5.4070
1302	4.7387
1303	4.6780
1304	5.1640
1305	5.4070
1306	4.6780
1307	4.7387
1308	5.4070

The undivided percentage of interest of the Unit Owners in the Common Areas and Facilities and the fee title to the respective Units 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) The Drawings, attached as Exhibit B to the Declaration and referred to in Paragraph 1B(x) thereof, are hereby amended by adding thereto and making a part thereof, the drawings (hereinafter referred to as the "Second Amendment Drawings") prepared and certified by F. W. Wheeler, Registered Surveyor No. 4151 and by William J. Gabriel, Registered Architect No. 1177 as to Page 1 and by said William J. Gabriel and by John E. Dailey, Registered Surveyor No. 5151 as to Pages 2 through 6, inclusive, in accordance with Section 5311.07 of the Ohio Revised Code, relating to Parcel No. 2, Parcel No. 2 Buildings and

all other improvements thereon, which Second Amendment Drawings are identified as Exhibit B and attached to this Second Amendment.

3. Except as specifically hereinabove amended, all of the provisions of the Declaration, as amended by the First Amendment, and the Bylaws, and the Drawings, shall be and remain in full force and effect.

4. Consent to this Second Amendment to Declaration of Condominium Ownership on behalf of the Parcel No. 1 Subsequent Unit Owners and on behalf of the Parcel No. 1 Subsequent Mortgagees is hereby granted by Grantor in its capacity as their Attorney-in-Fact pursuant to the provisions of Paragraph 16 of the Declaration.

IN WITNESS WHEREOF, the said Greenwood Village, Inc., acting in its capacity as Grantor of Parcel No. 2, as owner of certain Parcel No. 1 Units and as Attorney-in-Fact for the Parcel No. 1 Subsequent Unit Owners and for the Parcel No. 1 Subsequent Mortgagees, has caused this instrument to be executed by its President, and attested by its Secretary this _____ day of June, 1971.

Signed and acknowledged in the presence of:

GREENWOOD VILLAGE, INC., as Grantor of Parcel No. 2, as Owner of certain Parcel No. 1 Units and as Attorney-in-Fact for the Parcel No. 1 Subsequent Unit Owners and for the Parcel No. 1 Subsequent Mortgagees.

[Signature]

By [Signature]
President

[Signature]

Attest [Signature]
Secretary

STATE OF OHIO)
COUNTY OF Cuyahoga) SS.

BEFORE ME, a Notary Public, in and for said County and State, appeared William A. Wargo, President, and Edward H. Crane, Secretary, respectively, of Greenwood Village, Inc., a Delaware corporation, who, having been first duly sworn, acknowledged that they did execute the foregoing instrument and that the same was their free act and deed individually and as such officers and the free act and deed of said corporation in the several capacities and for the purposes hereinbefore stated.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed my official seal at Cuyahoga Falls, Ohio, Ohio, this 11 day of June, 1971.

[Signature]
Notary Public

7/11/71

This instrument prepared by:

Thompson, Hine and Flory
Cleveland, Ohio

A F F I D A V I T

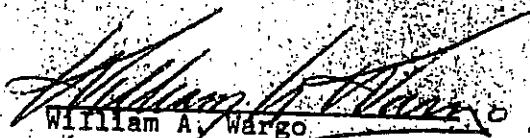
STATE OF OHIO }
COUNTY OF Summit } SS.

William A. Wargo, being first duly sworn on oath says:

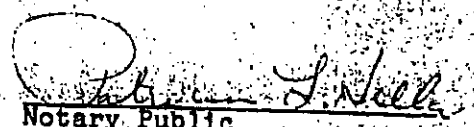
(a) That he is the President of Greenwood Village, Inc., a Delaware corporation, the Grantor in the within Second Amendment to Declaration of Condominium Ownership for Greenwood Village Condominium No. 3 (hereinafter called the "Second Amendment"); and

(b) That a copy of the within Second Amendment has been mailed by certified mail to all Parcel No. 1 Subsequent Unit Owners and all mortgagees having bona fide liens of record against any Unit to which reference is made in the within Second Amendment.

Further affiant saith not.


William A. Wargo

Sworn to before me and subscribed in my presence this 11th day of June, 1971.


Notary Public

J. A. L. HELLER, Notary Public
My Commission Expires 9/17/1973.

612925

INDEXED

GREENWOOD VILLAGE CONDOMINIUM NO. 3

SAGAMORE HILLS TOWNSHIP,

OHIO

THIRD AMENDMENT
TO
DECLARATION OF CONDOMINIUM OWNERSHIP

This will certify that copies of this Third Amendment, together with Drawings, attached hereto as Exhibit B, have been filed in the Office of the County Auditor, Summit County, Ohio.

Date: AUG 4 - 1971, 1971.

C.L. BOWER
County Auditor

By *C.L. Bower*

RECEIVED FOR RECORD
AUG -4 1971

At 11:00 o'clock A.M.
Recorded AUG 17 1971

No. 5171 Page 73-87
Roy R. Ruff
Recorder
Summit County, Ohio

111.15
for Plat see
Plat Book 78 pp 34 to 44 Incl.

This instrument prepared by:

Thompson, Hine and Flory
Cleveland, Ohio

10551

TRANSFER NOT NECESSARY
SEC. 319.202 REV. CODE COMPLIANT WITH
EXEMPT
C. L. BOWER
County Auditor
By *C.L. Bower*
Deputy Auditor

T.N.M. E.P. Co. Inc.
8-9-71

612925 - 3rd Amendment Dec 22 5:50 PM 44 5-4-71

THIRD AMENDMENT
TO
DECLARATION OF CONDOMINIUM
OWNERSHIP FOR GREENWOOD
VILLAGE CONDOMINIUM NO. 3

WHEREAS, on April 14, 1971, Greenwood Village, Inc., a Delaware corporation, in the Declaration described below and hereinafter referred to as "Grantor", submitted certain premises in Sagamore Hills Township, Summit County, Ohio to the provisions of Chapter 5311 of the Ohio Revised Code for condominium ownership by filing with the Summit County Recorder an instrument entitled "Declaration of Condominium Ownership For Greenwood Village Condominium No. 3" (hereinafter referred to as the "Declaration") which was assigned Document No. 600689 by the Summit County Recorder and subsequently on April 29, 1971 recorded in Volume 5116, at Pages 367 to 427, inclusive, of Summit County Records; and

WHEREAS, Grantor also on April 14, 1971 filed with the Summit County Recorder, as Exhibit A to the Declaration, an instrument entitled "Bylaws of Greenwood Village Condominium No. 3 Units Owners' Association" (hereinafter referred to as the "Bylaws") which was assigned Document No. 600689 by the Summit County Recorder and subsequently on April 29, 1971 recorded in Volume 5161, at Pages 428 to 457, inclusive, of Summit County Records; and

WHEREAS, Grantor also on April 14, 1971 filed with the Summit County Recorder, as Exhibit B to the Declaration, drawings (hereinafter referred to as the "Drawings") which were assigned Document No. 600689 by the Summit County

Recorder and subsequently on April 29, 1971 recorded in Plat Book 77 at Pages 23 to 33, inclusive, of Summit County Map Records; and

WHEREAS, on June 14, 1971 an instrument entitled "First Amendment to Declaration of Condominium Ownership for Greenwood Village Condominium No. 3" (hereinafter referred to as the "First Amendment"), which amended the percentage of interest in the Common Areas and Facilities held by each Unit Owner of the Condominium Property, was filed with the Summit County Recorder and assigned Document No. 606819 by the Summit County Recorder and subsequently on June 18, 1971 recorded in Volume 5160, at Pages 31 to 43, inclusive, of Summit County Records; and

WHEREAS, Paragraph 15 of the Declaration reserved to Grantor the right to amend the Declaration and the Drawings for the purpose of submitting certain additional premises to the provisions of the Declaration and to the provisions of Chapter 5311 of the Ohio Revised Code for condominium ownership; and

WHEREAS, on June 14, 1971 Grantor submitted Parcel No. 2, as described and defined in the Declaration, together with the improvements thereon constructed, to the provisions of the Declaration and to the provisions of Chapter 5311 of the Ohio Revised Code for condominium ownership by filing with the Summit County Recorder an instrument entitled "Second Amendment to Declaration of Condominium Ownership for Greenwood Village Condominium No. 3" (hereinafter referred to as the "Second Amendment") which was assigned Document No. 606820 by the Summit County Recorder and subsequently on

June 18, 1971 recorded in Volume 5160, at Pages 44 to 54, inclusive, of Summit County Records; and

WHEREAS, Grantor also on June 14, 1971 filed with the Summit County Recorder, as Exhibit B to the Second Amendment, drawings (hereinafter and in the Second Amendment referred to as the "Second Amendment Drawings") which were assigned Document No. 606820 by the Summit County Recorder and recorded in Plat Book 77 at Pages 52 to 57, inclusive, of Summit County Map Records; and

WHEREAS, the present owners and mortgagees of each Unit for which provision is made in the Declaration are:

<u>Unit No.</u>	<u>Unit Owner</u>	<u>Mortgagee</u>
1101	Grantor	Shaker Savings Association
1102	Lois McFadden	Shaker Savings Association
1103	James E. Brown and Patricia J. Brown	Shaker Savings Association
1104	Frank P. Lapick and Mary M. Lapick	Shaker Savings Association
1105	Leonard E. Wilson and Kathryn J. Wilson	Shaker Savings Association
1106	Loyola Badger	
1107	Rhea V. Keyes	Shaker Savings Association
1108	David F. Maruna and Nancy K. Maruna	Shaker Savings Association
1201	The Cleveland Trust Company, Trustee under Trust Agreement dated March 25, 1971	
1202	Alfred L. Graham and Dorothy M. Graham	
1203	Grantor	Shaker Savings Association
1204	Alfred M. Tredwell, Jr. and Mabel Tredwell	Shaker Savings Association

<u>Unit No.</u>	<u>Unit Owner</u>	<u>Mortgagee</u>
1301	Peggy Jeanne St. Clair	Shaker Savings Association
1302	Grantor	Shaker Savings Association
1303	Grantor	Shaker Savings Association
1304	H. Clark Harvey, Jr. and Betty T. Harvey	Shaker Savings Association
1305	Grantor	Shaker Savings Association
1306	Grantor	Shaker Savings Association
1307	Grantor	Shaker Savings Association
1308	David L. Watson and Vickie L. Watson	Shaker Savings Association

The above-named Unit Owners (other than Grantor) are hereinafter referred to as the "Parcel No. 1 and Parcel No. 2 Subsequent Unit Owners" and the above-named mortgagees of said Parcel No. 1 and Parcel No. 2 Subsequent Unit Owners are hereinafter referred to as the "Parcel No. 1 and Parcel No. 2 Subsequent Mortgagees"; and

WHEREAS, Grantor is, pursuant to the provisions of Paragraph 16 of the Declaration, the duly appointed and acting Attorney-in-Fact of each of the Parcel No. 1 and Parcel No. 2 Subsequent Unit Owners and the Parcel No. 1 and Parcel No. 2 Subsequent Mortgagees for the purpose of executing, acknowledging and recording (1) for and in the name of each such Parcel No. 1 and Parcel No. 2 Subsequent Unit Owner such amendments to the Declaration as are contemplated by Paragraph 15 thereof, and (ii) for and in the name of each such Parcel No. 1 and Parcel No. 2 Subsequent Mortgagee, a consent to such amendments; and

WHEREAS, Grantor has determined to submit Parcel No. 3 and Parcel No. 4, as described and defined in the Declaration, together with the improvements thereon constructed and hereinafter described, to the provisions of the Declaration and to the provisions of Chapter 5311 of the Ohio Revised Code for condominium ownership; and

WHEREAS, Shaker Savings Association which is the Mortgagee of those Units within Parcel No. 1 and Parcel No. 2, as described and defined in the Declaration, which are owned by Grantor and which is also the Mortgagee of those Units within Parcel No. 3 and Parcel No. 4, as described and defined in the Declaration, is willing to consent to this Third Amendment to Declaration of Condominium Ownership.

NOW, THEREFORE, Grantor hereby declares (all terms herein used which are defined in the Declaration shall be interpreted to have the same meaning as defined in the Declaration):

1. Grantor is the owner of Parcel No. 3 and Parcel No. 4, which, together with Parcel No. 3 Buildings and Parcel No. 4 Buildings and all other improvements thereon, all easements, rights, appurtenances belonging thereto and all articles of personal property existing thereon for the common use of the Unit Owners, are hereby submitted to the provisions of Chapter 5311 and the provisions of the Declaration, as amended by the First Amendment and by the Second Amendment, and are hereby included in, and made a part of, the Condominium Property.

2. The Declaration, as amended by the First Amendment and by the Second Amendment, is hereby further amended in accordance with the provisions of Paragraphs 15 and 16 thereof, in the following respects:

(a) Paragraph 4 of the Declaration is hereby deleted and the following substituted in lieu thereof.

"4. General Description of Condominium Property. Until amended as provided in Paragraph 15 hereof, the Condominium Property consists of Parcel No. 1, Parcel No. 2, Parcel No. 3 and Parcel No. 4 and the Parcel No. 1 Buildings, the Parcel No. 2 Buildings, the Parcel No. 3 Buildings and the Parcel No. 4 Buildings and other improvements located thereon, including, without limitation, five (5) residential structures containing side-by-side Units, each having an attached 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 structure, which is located on Parcel No. 1, contains eight (8) Units, each of which is two (2) stories in height and designated, respectively, '1101', '1102', '1103', '1104', '1105', '1106', '1107', and '1108' on the Drawings. The second such structure, which is located on Parcel No. 1, contains four (4) Units, each of which is two (2) stories in height and designated, respectively, '1201', '1202', '1203', and '1204' on the Drawings. The third such structure, which is located on Parcel No. 2, contains eight (8) Units, each of which is two (2) stories in height and designated, respectively, '1301', '1302', '1303', '1304', '1305', '1306', '1307', and '1308' on the Drawings. The fourth such structure, which is located on Parcel No. 3, contains four (4) Units, each of which is two (2) stories in height and designated, respectively, '1901', '1902', '1903', and '1904' on the Drawings. The fifth such structure, which is located on Parcel No. 4, contains eight (8) Units, each of which is two (2) stories in height and designated, respectively, '2001', '2002', '2003', '2004', '2005', '2006', '2007', and '2008' on the Drawings. The Buildings on Parcel No. 1, Parcel No. 2, Parcel No. 3 and Parcel No. 4 are constructed principally of cement block, cement, brick veneer and wood. The location, layout and dimensions of the Units and the Common Areas and Facilities are shown graphically on the Drawings".

(b) Section B of Paragraph 6 of the Declaration is hereby deleted and the following substituted in lieu thereof:

"B. Ownership of Common Areas and Facilities. The Common Areas and Facilities 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 part of the Common Areas and Facilities 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 and Facilities; provided, however, that if any Unit be 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 and Facilities of 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>
1101	3.441
1102	2.895
1103	2.925
1104	3.115
1105	2.895
1106	3.188
1107	2.925
1108	3.441
1201	3.115
1202	2.925
1203	2.925
1204	3.441
1301	3.441
1302	2.925
1303	2.895
1304	3.188
1305	3.355
1306	2.895
1307	2.925
1308	3.441
1901	3.188
1902	2.925
1903	2.895
1904	3.441
2001	3.441
2002	2.925
2003	2.895
2004	3.188
2005	3.355
2006	3.115
2007	2.895
2008	3.441

the Unit Owners in the Common Areas and Facilities and the fee title to the respective Units 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) The Drawings, attached as Exhibit B to the Declaration and referred to in Paragraph 1B(x) thereof, as amended by the addition thereto of the Second Amendment Drawings, are hereby further amended by adding thereto and making a part thereof, the drawings (hereinafter referred to as the "Third Amendment Drawings") prepared and certified by F. W. Wheeler, Registered Surveyor No. 4151 and by William J. Gabriel, Registered Architect No. 1177 as to Page 1 and by said William J. Gabriel and by John E. Dailey Registered Surveyor No. 5151 as to Pages 2 through 11, inclusive, in accordance with Section 5311.07 of the Ohio Revised Code, relating to Parcel No. 3 and Parcel No. 4, and Parcel No. 3 Buildings and Parcel No. 4 Buildings and all other improvements thereon, which Third Amendment Drawings are identified as Exhibit B and attached to this Third Amendment.

3. Except as specifically hereinabove amended, all of the provisions of the Declaration, as amended by the First Amendment and by the Second Amendment, and the Bylaws, and the Drawings, as amended by the Second Amendment Drawings, shall be and remain in full force and effect.

4. Consent to this Third Amendment to Declaration of Condominium Ownership on behalf of the Parcel No. 1 and Parcel No. 2 Subsequent Unit Owners and on behalf of the Parcel No. 1 and Parcel No. 2 Subsequent Mortgagees is hereby

granted by Grantor in its capacity as their Attorney-in-Fact pursuant to the provisions of Paragraph 16 of the Declaration.

IN WITNESS WHEREOF, the said Greenwood Village, Inc., acting in its capacity as Grantor of Parcel No. 3 and Parcel No. 4, as owner of certain Parcel No. 1 Units and certain Parcel No. 2 Units and as Attorney-in-Fact for the Parcel No. 1 and Parcel No. 2 Subsequent Unit Owners and for the Parcel No. 1 and Parcel No. 2 Subsequent Mortgagees, has caused this instrument to be executed by its President, and attested by its Secretary this 3rd day of August, 1971.

Signed and acknowledged in the presence of:

GREENWOOD VILLAGE, INC., as Grantor of Parcel No. 3 and Parcel No. 4, as Owner of certain Parcel No. 1 and certain Parcel No. 2 Units and as Attorney-in-Fact for the Parcel No. 1 and Parcel No. 2 Subsequent Unit Owners and for the Parcel No. 1 and Parcel No. 2 Subsequent Mortgagees

Lillian D. Threlkett
Patricia L. Leach

By *William H. King*
President
Attest *Edward F. Sane*
Secretary

STATE OF OHIO)
COUNTY OF Summit) SS.

BEFORE ME, a Notary Public in and for said County and State, appeared William A. Wargo, President of Greenwood Village, Inc., a Delaware corporation, who, having been first duly sworn, acknowledged that he did execute the foregoing instrument and that the same was his free act and deed individually and as such officer and the free act and deed of said corporation in the several capacities and for the purposes hereinbefore stated.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed my official seal at Jessamine Hills, Ohio, this 3rd day of August, 1971.


Notary Public

PATRICIA L. HELLER, Notary Public
My Commission Expires 9/17/1974.

STATE OF OHIO)
COUNTY OF Cuyahoga) SS.

BEFORE ME, a Notary Public in and for said County and State, appeared Edward H. Crane, Secretary of Greenwood Village, Inc., a Delaware corporation, who, having been first duly sworn, acknowledged that he did execute the foregoing instrument and that the same was his free act and deed individually and as such officer and the free act and deed of said corporation in the several capacities and for the purposes hereinbefore stated.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed my official seal at Cleveland, Ohio, this 2nd day of August, 1971.


Notary Public

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

This instrument prepared by:
Thompson, Hine and Flory
Cleveland, Ohio

CONSENT OF MORTGAGEE

The undersigned, SHAKER SAVINGS ASSOCIATION, is mortgagee of portions of the premises referred to as Parcel No. 1 and portions of the premises referred to as Parcel No. 2, and mortgagee of the premises referred to as Parcel No. 3 in the Declaration of Condominium Ownership for Greenwood Village Condominium No. 3 (hereinafter referred to as the "Declaration"), which was recorded in Volume 5116, at Pages 367 to 457, inclusive, of Summit County Records, and which was amended by the First Amendment to Declaration of Condominium Ownership of Greenwood Village Condominium No. 3 (hereinafter referred to as the "First Amendment"), which was recorded in Volume 5160, at Pages 31 to 43, inclusive, of Summit County Records, and which was amended by the Second Amendment to Declaration of Condominium Ownership of Greenwood Village Condominium No. 3 (hereinafter referred to as the "Second Amendment"), which was recorded in Volume 5160, at Pages 44 to 54, inclusive, of Summit County Records, and which was further amended by the within Third Amendment to Declaration of Condominium Ownership of Greenwood Village Condominium No. 3 (hereinafter referred to as the "Third Amendment"), by virtue of a Mortgage Deed executed by Greenwood Village, Inc., dated August 17, 1970, and recorded in Mortgage Records of the Recorder of Summit County in Volume 5050, at Pages 517 to 520, inclusive.

The undersigned hereby consents to the execution and delivery of the foregoing Third Amendment to Decla-

ration of Condominium Ownership of Greenwood Village Condominium No. 3, with the Third Amendment Drawings attached as exhibits thereto, and to the filing thereof in the Office of the County Recorder of Summit County, Ohio, and, further, subjects and subordinates said Mortgage Deed to (i) the Declaration with the Bylaws and Drawings, attached thereto as Exhibits A and B, respectively, as amended by the First Amendment and by the Second Amendment and the drawings attached thereto as Exhibit B, and as further amended by the Third Amendment and by the Drawings attached thereto as Exhibit B, and (ii) the provisions of Chapter 5311 of the Ohio Revised Code.

Signed and acknowledged
in the presence of:

SHAKER SAVINGS ASSOCIATION

Eleanor Rose Taylor

By Lawrence D. H. [unclear]

Mary A. McGowan

By Anniston M. Lyric

This instrument prepared by
Thompson, Hine and Flory

STATE OF OHIO)
) SS.
COUNTY OF CUYAHOGA)

BEFORE ME, a Notary Public, in and for said
County and State personally appeared Loren A. Mintz
the President , and Kenneth M. Lapine
the Secretary , of SHAKER SAVINGS ASSOCIATION,
who, having been first duly sworn, acknowledged that they did
execute the foregoing instrument and that the same was their
free act and deed individually and as such officers and the
free act and deed of said association.

IN TESTIMONY WHEREOF, I have hereunto set my
hand and affixed my official seal at Cleveland, Ohio, this
29th day of July, 1971.

Elaine Rose Tulow
Notary Public

ELAINE ROSE TULOW, Notary Public
My Commission Expires May 11, 1972

A F F I D A V I T

STATE OF OHIO)
) SS.
COUNTY OF CUYAHOGA)

William A. Wargo, being first duly sworn on
oath says:

(a) That he is the President of Greenwood
Village, Inc.; a Delaware corporation, the Grantor in
the within Third Amendment to Declaration of Condomin-
ium Ownership For Greenwood Village Condominium No. 3
(hereinafter called the "Third Amendment"); and

(b) That a copy of the within Third Amend-
ment has been mailed by certified mail to all Parcel
No. 1 and Parcel No. 2 Subsequent Unit Owners and
all mortgagees having bona fide liens of record against
any Unit to which reference is made in the within Third
Amendment.

Further affiant saith not.


William A. Wargo

Sworn to before me and subscribed in my presence
this 3rd day of August, 1971.


Notary Public

PATRICIA L. WELLER, Notary Public
My Commission Expires 9/17 1974

Transferred Not Necessary
Received Aug 4, 1971 at 11:00 AM
Recorded Aug 17, 1971
Recorder's fee 11.15 Roy B. Ruff, Recorder

617587

GREENWOOD VILLAGE CONDOMINIUM NO. 3

SAGAMORE HILLS TOWNSHIP,

OHIO

FOURTH AMENDMENT
TO
DECLARATION OF CONDOMINIUM OWNERSHIP

This will certify that copies of this Fourth Amendment, together with Drawings, attached hereto as Exhibit B, have been filed in the Office of the County Auditor, Summit County, Ohio.

Date: *Sept 23th*, 1971.

C.L. BOWER
County Auditor

BY *[Signature]*

For Plat See Rk 78 Pgs. 66 To 82
INCLV.

RRR.

This instrument prepared by:

Thompson, Hine and Flory
Cleveland, Ohio

12923

TRANSFER NOT NECESSARY	
SEC. 319.202 REV. CODE COMPLI'D WITH	
EXEMPT	
Consideration	
C. L. BOWER County Auditor	BY <i>[Signature]</i> Deputy Auditor

T.M. [Signature]
R.D. [Signature]
P.S.T.
9/15/71

[Handwritten mark]

FOURTH AMENDMENT
TO
DECLARATION OF CONDOMINIUM
OWNERSHIP FOR GREENWOOD
VILLAGE CONDOMINIUM NO. 3

WHEREAS, on April 14, 1971, Greenwood Village, Inc., a Delaware corporation, in the Declaration described below and hereinafter referred to as "Grantor", submitted certain premises in Sagamore Hills Township, Summit County, Ohio to the provisions of Chapter 5311 of the Ohio Revised Code for condominium ownership by filing with the Summit County Recorder an instrument entitled "Declaration of Condominium Ownership For Greenwood Village Condominium No. 3" (hereinafter referred to as the "Declaration") which was assigned Document No. 600689 by the Summit County Recorder and subsequently on April 29, 1971 recorded in Volume 5116, at Pages 367 to 427, inclusive, of Summit County Records; and

WHEREAS, Grantor also on April 14, 1971 filed with the Summit County Recorder, as Exhibit A to the Declaration, an instrument entitled "Bylaws of Greenwood Village Condominium No. 3 Units Owners' Association" (hereinafter referred to as the "Bylaws") which was assigned Document No. 600689 by the Summit County Recorder and subsequently on April 29, 1971 recorded in Volume 5161, at Pages 428 to 457, inclusive, of Summit County Records; and

WHEREAS, Grantor also on April 14, 1971 filed with the Summit County Recorder, as Exhibit B to the Declaration, drawings (hereinafter referred to as the "Drawings") which were assigned Document No. 600689 by the Summit County

Recorder and subsequently on April 29, 1971 recorded in Plat Book 77 at Pages 23 to 33, inclusive, of Summit County Map Records; and

WHEREAS, on June 14, 1971 an instrument entitled "First Amendment to Declaration of Condominium Ownership for Greenwood Village Condominium No. 3" (hereinafter referred to as the "First Amendment"), which amended the percentage of interest in the Common Areas and Facilities held by each Unit Owner of the Condominium Property, was filed with the Summit County Recorder and assigned Document No. 606819 by the Summit County Recorder and subsequently on June 18, 1971 recorded in Volume 5160, at Pages 31 to 43, inclusive, of Summit County Records; and

WHEREAS, Paragraph 15 of the Declaration reserved to Grantor the right to amend the Declaration and the Drawings for the purpose of submitting certain additional premises to the provisions of the Declaration and to the provisions of Chapter 5311 of the Ohio Revised Code for condominium ownership; and

WHEREAS, on June 14, 1971 Grantor submitted Parcel No. 2, as described and defined in the Declaration, together with the improvements thereon constructed, to the provisions of the Declaration and to the provisions of Chapter 5311 of the Ohio Revised Code for condominium ownership by filing with the Summit County Recorder an instrument entitled "Second Amendment to Declaration of Condominium Ownership for Greenwood Village Condominium No. 3" (hereinafter referred to as the "Second Amendment") which was assigned Document No. 606820 by the Summit County Recorder and subsequently on June 18, 1971 recorded in Volume 5160, at Pages 44 to 54, inclusive, of Summit County Records; and

WHEREAS, Grantor also on June 14, 1971 filed with the Summit County Recorder, as Exhibit B to the Second Amendment, drawings (hereinafter and in the Second Amendment referred to as the "Second Amendment Drawings") which were assigned Document No. 606820 by the Summit County Recorder and recorded in Plat Book 77 at Pages 52 to 57, inclusive, of Summit County Map Records; and

WHEREAS, on August 4, 1971, Grantor submitted Parcel No. 3 and Parcel No. 4, as described and defined in the Declaration, together with the improvements thereon constructed, to the provisions of the Declaration and to the provisions of Chapter 5311 of the Ohio Revised Code for condominium ownership by filing with the Summit County Recorder an instrument entitled "Third Amendment to Declaration of Condominium Ownership for Greenwood Village Condominium No. 3 (hereinafter referred to as the "Third Amendment") which was assigned Document No. 612925 by the Summit County Recorder and subsequently on August 17, 1971 recorded in Volume 5171, at Pages 73 to 87, inclusive, of Summit County Records; and

WHEREAS, Grantor also on August 4, 1971 filed with the Summit County Recorder, as Exhibit B to the Third Amendment, drawings (hereinafter and in the Third Amendment referred to as the "Third Amendment Drawings") which were assigned Document No. 612925 by the Summit County Recorder and recorded in Plat Book 78 at Pages 34 to 44, inclusive, of Summit County Map records; and

WHEREAS, the present owners and mortgagees of each Unit for which provision is made in the Declaration are:

<u>Unit No.</u>	<u>Unit Owner</u>	<u>Mortgagee</u>
✓ 1101	Grantor	Shaker Savings Association
✓ 1102	Lois McFadden	Shaker Savings Association
✓ 1103	James E. Brown and Patricia J. Brown	Shaker Savings Association
✓ 1104	Frank P. Lapick and Mary M. Lapick	Shaker Savings Association
✓ 1105	Leonard E. Wilson and Kathryn J. Wilson	Shaker Savings Association
✓ 1106	Loyola Badger	
✓ 1107	Rhea V. Keyes	Shaker Savings Association
✓ 1108	David F. Maruna and Nancy K. Maruna	Shaker Savings Association
✓ 1201	Janet E. Wrentmore	
✓ 1202	Alfred L. Graham and Dorothy M. Graham	
✓ 1203	Grantor	Shaker Savings Association
✓ 1204	Alfred M. Tredwell, Jr. and Mabel Tredwell	Shaker Savings Association
✓ 1301	Peggy Jeanne St. Clair	Shaker Savings Association
✓ 1302	Grantor	Shaker Savings Association
✓ 1303	Grantor	Shaker Savings Association
✓ 1304	H. Clark Harvey, Jr. and Betty T. Harvey	Shaker Savings Association
✓ 1305	Grantor	Shaker Savings Association
✓ 1306	Grantor	Shaker Savings Association
✓ 1307	Grantor	Shaker Savings Association

<u>Unit No.</u>	<u>Unit Owner</u>	<u>Mortgagee</u>
1308	David L. Watson and Vicki L. Watson	Shaker Savings Association
✓1901	Grantor	Shaker Savings Association
✓1902	Grantor	Shaker Savings Association
✓1903	Joseph H. Ross and Pearl B. Ross	Shaker Savings Association
✓1904	John A. Farnsworth and Jane B. Farnsworth	
✓2001	Albert A. Bliss and Sandra L. Bliss	Shaker Savings Association
✓2002	Grantor	Shaker Savings Association
2003	Grantor	Shaker Savings Association
✓2004	Adela G. Backiel	
2005	Grantor	Shaker Savings Association
2006	Grantor	Shaker Savings Association
2007	Grantor	Shaker Savings Association
2008	Grantor	Shaker Savings Association

The above-named Unit Owners (other than Grantor) are hereinafter referred to as the "Parcel No. 1, Parcel No. 2, Parcel No. 3 and Parcel No. 4 Subsequent Unit Owners" and the above-named mortgagees of said Parcel No. 1, Parcel No. 2, Parcel No. 3 and Parcel No. 4 Subsequent Unit Owners are hereinafter referred to as the "Parcel No. 1, Parcel No. 2, Parcel No. 3 and Parcel No. 4 Subsequent Mortgagees"; and

WHEREAS, Grantor is, pursuant to the provisions of Paragraph 16 of the Declaration, the duly appointed and acting Attorney-in-Fact of each of the Parcel No. 1, Parcel

No. 2, Parcel No. 3 and Parcel No. 4 Subsequent Unit Owners and the Parcel No. 1, Parcel No. 2, Parcel No. 3 and Parcel No. 4 Subsequent Mortgagees for the purpose of executing, acknowledging and recording (i) for and in the name of each such Parcel No. 1, Parcel No. 2, Parcel No. 3 and Parcel No. 4 Subsequent Unit Owner such amendments to the Declaration as are contemplated by Paragraph 15 thereof, and (ii) for and in the name of each such Parcel No. 1, Parcel No. 2, Parcel No. 3 and Parcel No. 4 Subsequent Mortgagee, a consent to such amendments; and

WHEREAS, Grantor has determined to submit Parcel No. 5, Parcel No. 6 and Parcel No. 7 as described and defined in the Declaration, together with the improvements thereon constructed and hereinafter described, to the provisions of the Declaration and to the provisions of Chapter 5311 of the Ohio Revised Code for condominium ownership; and

WHEREAS, Shaker Savings Association which is the Mortgagee of those Units within Parcel No. 1, Parcel No. 2, Parcel No. 3 and Parcel No. 4, as described and defined in the Declaration, which are owned by Grantor and which is also the Mortgagee of those Units within Parcel No. 5, Parcel No. 6 and Parcel No. 7, as described and defined in the Declaration, is willing to consent to this Fourth Amendment to Declaration of Condominium Ownership.

NOW, THEREFORE, Grantor hereby declares (all terms herein used which are defined in the Declaration shall be interpreted to have the same meaning as defined in the Declaration):

1. Grantor is the owner of Parcel No. 5, Parcel No. 6 and Parcel No. 7 which, together with

Parcel No. 5 Buildings, Parcel No. 6 Buildings and Parcel No. 7 Buildings and all other improvements thereon, all easements, rights, appurtenances belonging thereto and all articles of personal property existing thereon for the common use of the Unit Owners, are hereby submitted to the provisions of Chapter 5311 and the provisions of the Declaration, as amended by the First Amendment, by the Second Amendment and by the Third Amendment and are hereby included in, and made a part of, the Condominium Property.

2. The Declaration, as amended by the First Amendment, by the Second Amendment and by the Third Amendment, is hereby further amended in accordance with the provisions of Paragraphs 15 and 16 thereof, in the following respects:

(a) Paragraph 4 of the Declaration is hereby deleted and the following substituted in lieu thereof.

"4. General Description of Condominium Property. Until amended as provided in Paragraph 15 hereof, the Condominium Property consists of Parcel No. 1, Parcel No. 2, Parcel No. 3, Parcel No. 4, Parcel No. 5, Parcel No. 6 and Parcel No. 7, and the Parcel No. 1 Buildings, the Parcel No. 2 Buildings, the Parcel No. 3 Buildings, the Parcel No. 4 Buildings, the Parcel No. 5 Buildings, the Parcel No. 6 Buildings and the Parcel No. 7 Buildings and other improvements located thereon, including, without limitation, eight (8) residential structures containing side-by-side Units, each having an attached 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 structure, which is located on Parcel No. 1, contains eight (8) Units, each of which is two (2) stories in height and

designated, respectively, '1101', '1102', '1103', '1104', '1105', '1106', '1107', and '1108' on the Drawings. The second such structure, which is located on Parcel No. 1, contains four (4) Units, each of which is two (2) stories in height and designated, respectively, '1201', '1202', '1203', and '1204' on the Drawings. The third such structure, which is located on Parcel No. 2, contains eight (8) Units, each of which is two (2) stories in height and designated, respectively, '1301', '1302', '1303', '1304', '1305', '1306', '1307', and '1308' on the Drawings. The fourth such structure, which is located on Parcel No. 3, contains four (4) Units, each of which is two (2) stories in height and designated, respectively, '1901', '1902', '1903', and '1904' on the Drawings. The fifth such structure, which is located on Parcel No. 4, contains eight (8) Units, each of which is two (2) stories in height and designated, respectively, '2001', '2002', '2003', '2004', '2005', '2006', '2007', and '2008' on the Drawings. The sixth such structure, which is located on Parcel No. 5, contains four (4) Units, each of which is two (2) stories in height and designated, respectively, '2101', '2102', '2103' and '2104' on the Drawings. The seventh such structure, which is located on Parcel No. 6, contains eight (8) Units, each of which is two (2) stories in height and designated, respectively, '2201', '2202', '2203', '2204', '2205', '2206', '2207' and '2208' on the Drawings. The eighth such structure, which is located on Parcel No. 7, contains eight (8) Units, each of which is two (2) stories in height and designated, respectively, '2301', '2302', '2303', '2304', '2305', '2306', '2307' and '2308'. The Buildings on Parcel No. 1, Parcel No. 2, Parcel No. 3, Parcel No. 4, Parcel No. 5, Parcel No. 6 and Parcel No. 7 are constructed principally of cement block, cement, brick veneer and wood. The location, layout and dimensions of the Units and the Common Areas and Facilities are shown graphically on the Drawings."

(b) Section B of Paragraph 6 of the Declaration is hereby deleted and the following substituted in lieu thereof:

"B. Ownership of Common Areas and Facilities. The Common Areas and Facilities 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 participation of any part of the Common Areas and Facilities 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 and Facilities; provided, however, that if any Unit be 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 and Facilities of each Unit, as determined by Grantor in accordance with the provisions of Chapter 5311, shall be as follows:

<u>Unit No.</u>	<u>Percent of Interest</u>
1101	2.158
1102	1.759
1103	1.775
1104	1.891
1105	1.759
1106	1.935
1107	1.775
1108	2.158
1201	1.913
1202	1.775
1203	1.775
1204	2.158
1301	2.158
1302	1.775
1303	1.759
1304	1.935
1305	2.136
1306	1.759
1307	1.775
1308	2.158
1901	1.959
1902	1.775
1903	1.775
1904	2.158
2001	2.158
2002	1.775
2003	1.759
2004	1.935
2005	2.094
2006	1.891
2007	1.759
2008	2.158

<u>Unit No.</u>	<u>Percent of Interest</u>
2101	2.158
2102	1.759
2103	1.935
2104	2.158
2201	2.158
2202	1.775
2203	1.759
2204	1.935
2205	1.935
2206	1.759
2207	1.775
2208	2.158
2301	2.158
2302	1.759
2303	1.935
2304	1.775
2305	1.775
2306	1.935
2307	1.759
2308	2.158

The undivided percentage of interest of the Unit Owners in the Common Areas and Facilities and the fee title to the respective Units 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) The Drawings, attached as Exhibit B to the Declaration and referred to in Paragraph 1B(x) thereof, as amended by the addition thereto of the Second Amendment Drawings and the Third Amendment Drawings, are hereby further amended by adding thereto and making a part thereof, the drawings (hereinafter referred to as the "Fourth Amendment Drawings") prepared and certified by F. W. Wheeler, Registered Surveyor No. 4151, and by William J. Gabriel, Registered Architect No. 1177, as to Pages 1 and 2, inclusive, and by said William J. Gabriel and by John E. Dailey Registered Surveyor No. 5151, as to Pages 3 through 17, inclusive, in accordance with Section

5311.07 of the Ohio Revised Code, relating to Parcel No. 5, Parcel No. 6 and Parcel No. 7, and Parcel No. 5 Buildings, Parcel No. 6 Buildings and Parcel No. 7 Buildings and all other improvements thereon, which Fourth Amendment Drawings are identified as Exhibit B and attached to this Fourth Amendment.

3. Except as specifically hereinabove amended, all of the provisions of the Declaration, as amended by the First Amendment, by the Second Amendment and by the Third Amendment, and the By-laws, and the Drawings, as amended by the Second Amendment Drawings and by the Third Amendment Drawings, shall be and remain in full force and effect.

4. Consent to this Fourth Amendment to Declaration of Condominium Ownership on behalf of the Parcel No. 1, Parcel No. 2, Parcel No. 3 and Parcel No. 4 Subsequent Unit Owners and on behalf of the Parcel No. 1, Parcel No. 2, Parcel No. 3 and Parcel No. 4 Subsequent Mortgagees is hereby granted by Grantor in its capacity as their Attorney-in-Fact pursuant to the provisions of Paragraph 16 of the Declaration.

IN WITNESS WHEREOF, the said Greenwood Village, Inc., acting in its capacity as Grantor of Parcel No. 5, Parcel No. 6 and Parcel No. 7, as owner of certain Parcel No. 1 Units, certain Parcel No. 2 Units, certain Parcel No. 3 Units and certain Parcel No. 4 Units and as Attorney-

-11-

in-Fact for the Parcel No. 1, Parcel No. 2, Parcel No. 3 and Parcel No. 4 Subsequent Unit Owners and for the Parcel No. 1, Parcel No. 2, Parcel No. 3 and Parcel No. 4 Subsequent Mortgagees, has caused this instrument to be executed by its President, and attested by its Secretary this 10th day of September, 1971.

Signed and acknowledged in the presence of:

GREENWOOD VILLAGE, INC., as Grantor of Parcel No. 5, Parcel No. 6 and Parcel No. 7, as Owner of certain Parcel No. 1, certain Parcel No. 2, certain Parcel No. 3 and certain Parcel No. 4 Units and as Attorney-in-Fact for the Parcel No. 1, Parcel No. 2, Parcel No. 3 and Parcel No. 4 Subsequent Unit Owners and for the Parcel No. 1, Parcel No. 2, Parcel No. 3 and Parcel No. 4 Subsequent Mortgagees.

Patricia L. Webb
Virginia M. Ricketts

By William A. Rouse
President

Attest E. C. [Signature]
Secretary

STATE OF OHIO)
COUNTY OF Summit) SS.

BEFORE ME, a Notary Public in and for said County and State, appeared William A. Wargo, President of Greenwood Village, Inc., a Delaware corporation, who, having been first duly sworn, acknowledged that he did execute the foregoing instrument and that the same was his free act and deed individually and as such officer and the free act and deed of said corporation in the several capacities and for the purposes hereinbefore stated.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed my official seal at Cleveland, Ohio, Ohio, this 10th day of September, 1971.

[Signature]
Notary Public

STATE OF OHIO)
COUNTY OF Summit) SS.

BEFORE ME, a Notary Public in and for said County and State, appeared Edward H. Crane, Secretary of Greenwood Village, Inc., a Delaware corporation, who, having been first duly sworn, acknowledged that he did execute the foregoing instrument and that the same was his free act and deed individually and as such officer and the free act and deed of said corporation in the several capacities and for the purposes hereinbefore stated.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed my official seal at Cleveland, Ohio, Ohio, this 10th day of September, 1971.

[Signature]
Notary Public

This instrument prepared by:
Thompson, Hine and Flory
Cleveland, Ohio

A F F I D A V I T

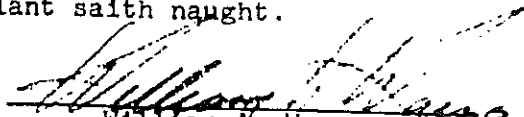
STATE OF OHIO)
COUNTY OF ~~CUYAHOGA~~ ^{Summit}) SS.

William A. Wargo, being first duly sworn on oath says:

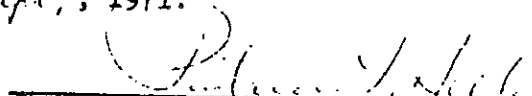
(a) That he is the President of Greenwood Village, Inc., a Delaware corporation, the Grantor in the within Fourth Amendment to Declaration of Condominium Ownership For Greenwood Village Condominium No. 3 (hereinafter called the "Fourth Amendment"); and

(b) That a copy of the within Fourth Amendment has been mailed by certified mail to all Parcel No. 1, Parcel No. 2, Parcel No. 3 and Parcel No. 4 Subsequent Unit Owners and all mortgagees having bona fide liens of record against any Unit to which reference is made in the within Fourth Amendment.

Further affiant saith naught.


William A. Wargo

Sworn to before me and subscribed in my presence this 10th day of Sept., 1971.


Notary Public

Notary Public
My Commission Expires: 7/17/1974

CONSENT OF MORTGAGEE

The undersigned, SHAKER SAVINGS ASSOCIATION, is mortgagee of portions of the premises referred to as Parcel No. 1, Parcel No. 2, Parcel No. 3, and Parcel No. 4 and mortgagee of Parcel No. 5, Parcel No. 6 and Parcel No. 7 in the Declaration of Condominium Ownership for Greenwood Village Condominium No. 3 (hereinafter referred to as the "Declaration"), which was recorded in Volume 5116, at Pages 367 to 457, inclusive, of Summit County Records, and which was amended by the First Amendment to Declaration of Condominium Ownership of Greenwood Village Condominium No. 3 (hereinafter referred to as the "First Amendment"), which was recorded in Volume 5160, at Pages 31 to 43, inclusive, of Summit County Records, and which was amended by the Second Amendment to Declaration of Condominium Ownership of Greenwood Village Condominium No. 3 (hereinafter referred to as the "Second Amendment"), which was recorded in Volume 5160, at Pages 44 to 54, inclusive of Summit County Records, and which was further amended by the Third Amendment to Declaration of Condominium Ownership of Greenwood Village Condominium No. 3 (hereinafter referred to as the "Third Amendment"), which was recorded in Volume 5171, at Pages 73 to 87, inclusive, of Summit County Records, and which is further amended by the within Fourth Amendment to Declaration of Condominium Ownership of Greenwood Village Condominium No. 3 (hereinafter referred to as the "Fourth Amendment"), by virtue of a Mortgage Deed executed by Greenwood Village, Inc., dated August 17, 1970, and recorded in Mortgage Records of the Recorder of Summit County in Volume 5050, at Pages 517 to 520, inclusive.

The undersigned hereby consents to the execution and delivery of the foregoing Fourth Amendment to Declaration of Condominium Ownership of Greenwood Village Condominium No. 3, with the Fourth Amendment Drawings attached as exhibits thereto, and to the filing thereof in the Office of the County Recorder of Summit County, Ohio, and, further, subjects and subordinates said Mortgage Deed to (i) the Declaration with the Bylaws and Drawings, attached thereto as Exhibits A and B, respectively, as amended by the First Amendment, the Second Amendment and the Drawings attached thereto as Exhibit B, and the Third Amendment and the Drawings attached thereto as Exhibit B, and as further amended by the Fourth Amendment and the Drawings attached thereto as Exhibit B, and (ii) the provisions of Chapter 5311 of the Ohio Revised Code.

Signed and acknowledged
in the presence of:

SHAKER SAVINGS ASSOCIATION

Samuel F. Brown
Flora W. Hylan

By [Signature]
By [Signature]

STATE OF OHIO)
COUNTY OF CUYAHOGA) SS.

BEFORE ME, a Notary Public, in and for said County and State personally appeared *James P. Mentz*, the *President*, and *Kevin M. W. Lippert*, the *Vice President*, of SHAKER SAVINGS ASSOCIATION, who, having been first duly sworn, acknowledged that they did execute the foregoing instrument and that the same was their free act and deed individually and as such officers and the free act and deed of said association.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed my official seal at Cleveland, Ohio, this *2nd* day of *Sept*, 1971.

Mary A. McGowan
Notary Public

MARY A. MCGOWAN, Notary Public
My commission expires Oct. 17, 1971

Mr. Bond
5/15/71

617587

5115
367

5161

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31

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44

RECEIVED FOR RECORD
SEP 14 1971

At 8:50 o'clock AM

Recorded SEP 24 1971

Vol. 5180 Page 448-466

5171

Roy B. Scott

Recorder
Summit County, Ohio

73

OK. 78

16905
34

LAW OFFICES OF
PERSON, HINE AND FLORY
ONAL CITY BANK BUILDING
LEVELAND, OHIO 44114

173,998

TRANSFER NOT NECESSARY
SEP 14 1971
C. L. Bower, County Auditor

617587

GREENWOOD VILLAGE CONDOMINIUM NO. 3

SAGAMORE HILLS TOWNSHIP,

OHIO

RECEIVED
1572 JUN 26 PM 1:32
C. L. BOWER
Auditor

649845

FIFTH AMENDMENT
TO
DECLARATION OF CONDOMINIUM OWNERSHIP

This will certify that copies of this Fifth Amendment, together with Drawings, attached hereto as Exhibit B, have been filed in the Office of the County Auditor, Summit County, Ohio.

Date: *June 26th*, 1972.

C. L. BOWER
County Auditor

By *Margaret Johnson*
Deputy

RECEIVED FOR RECORD
JUN 26 1972

1:13 o'clock *P*M
dated JUL 11 1972

5301 Page 679-710

[Signature]
Recorder
Summit County, Ohio
112.50

This instrument prepared by:

Thompson, Hine and Flory
Cleveland, Ohio 10220

TRANSFER NOT NECESSARY
SEC. 319.203 REV. CODE COMPLIED WITH
EXEMPT
C. L. BOWER
County Auditor
BY *[Signature]*
Deputy Auditor

F Plat see BK 83
Pgs 3 & 12 INCLU.

copy
Amended

VOL 5301 PAGE 679

OK R.W.J.
6-20-72

FIFTH AMENDMENT
TO
DECLARATION OF CONDOMINIUM
OWNERSHIP FOR GREENWOOD
VILLAGE CONDOMINIUM NO. 3

WHEREAS, on April 14, 1971, Greenwood Village, Inc., a Delaware corporation, in the Declaration described below and hereinafter referred to as "Grantor", submitted certain premises in Sagamore Hills Township, Summit County, Ohio to the provisions of Chapter 5311 of the Ohio Revised Code for condominium ownership by filing with the Summit County Recorder an instrument entitled "Declaration of Condominium Ownership For Greenwood Village Condominium No. 3" (hereinafter referred to as the "Declaration") which was assigned Document No. 600689 by the Summit County Recorder and subsequently on April 29, 1971 recorded in Volume 5116, at Pages 367 to 427, inclusive, of Summit County Records; and

WHEREAS, Grantor also on April 14, 1971 filed with the Summit County Recorder, as Exhibit A to the Declaration, an instrument entitled "Bylaws of Greenwood Village Condominium No. 3 Unit Owners' Association" (hereinafter referred to as the "Bylaws") which was assigned Document No. 600689 by the Summit County Recorder and subsequently on April 29, 1971 recorded in Volume 5161, at Pages 428 to 457, inclusive, of Summit County Records; and

WHEREAS, Grantor also on April 14, 1971 filed with the Summit County Recorder, as Exhibit B to the Declaration, drawings (hereinafter referred to as the "Drawings") which were assigned Document No. 600689 by the Summit County Recorder and subsequently on April 29, 1971 recorded in Plat

Book 77 at Pages 22 to 33, inclusive, of Summit County Map Records; and

WHEREAS, on June 14, 1971 an instrument entitled "First Amendment to Declaration of Condominium Ownership for Greenwood Village Condominium No. 3" (hereinafter referred to as the "First Amendment"), which amended the percentage of interest in the Common Areas and Facilities held by each Unit Owner of the Condominium Property, was filed with the Summit County Recorder and assigned Document No. 606819 by the Summit County Recorder and subsequently on June 18, 1971 recorded in Volume 5160, at Pages 31 to 43, inclusive, of Summit County Records; and

WHEREAS, on June 14, 1971 Grantor submitted Parcel No. 2, as described and defined in the Declaration, together with the improvements thereon constructed, to the provisions of the Declaration and to the provisions of Chapter 5311 of the Ohio Revised Code for condominium ownership by filing with the Summit County Recorder an instrument entitled "Second Amendment to Declaration of Condominium Ownership for Greenwood Village Condominium No. 3" (hereinafter referred to as the "Second Amendment") which was assigned Document No. 606820 by the Summit County Recorder and subsequently on June 18, 1971 recorded in Volume 5160, at Pages 44 to 54, inclusive, of Summit County Records; and

WHEREAS, Grantor also on June 14, 1971 filed with the Summit County Recorder, as Exhibit B to the Second Amendment, drawings (hereinafter and in the Second Amendment referred to as the "Second Amendment Drawings") which were

assigned Document No. 606820 by the Summit County Recorder and recorded in Plat Book 77 at Pages 52 to 57, inclusive, of Summit County Map Records; and

WHEREAS, on August 4, 1971, Grantor submitted Parcel No. 3 and Parcel No. 4, as described and defined in the Declaration, together with the improvements thereon constructed, to the provisions of the Declaration and to the provisions of Chapter 5311 of the Ohio Revised Code for condominium ownership by filing with the Summit County Recorder an instrument entitled "Third Amendment to Declaration of Condominium Ownership for Greenwood Village Condominium No. 3" (hereinafter referred to as the "Third Amendment") which was assigned Document No. 612925 by the Summit County Recorder and subsequently on August 17, 1971 recorded in Volume 5171, at Pages 73 to 87, inclusive, of Summit County Records; and

WHEREAS, Grantor also on August 4, 1971 filed with the Summit County Recorder, as Exhibit B to the Third Amendment, drawings (hereinafter and in the Third Amendment referred to as the "Third Amendment Drawings") which were assigned Document No. 612925 by the Summit County Recorder and recorded in Plat Book 78 at Pages 34 to 44, inclusive, of Summit County Map Records; and

WHEREAS, on September 14, 1971, Grantor submitted Parcel No. 5, Parcel No. 6 and Parcel No. 7 as described and defined in the Declaration, together with the improvements thereon constructed, to the provisions of the

Declaration and to the provisions of Chapter 5311 of the Ohio Revised Code for condominium ownership by filing with the Summit County Recorder an instrument entitled "Fourth Amendment to Declaration of Condominium Ownership of Greenwood Village Condominium No. 3" (hereinafter referred to as the "Fourth Amendment") which was assigned Document No. 617587 by the Summit County Recorder and subsequently on September 24, 1971 recorded in Volume 5180, at Pages 448 to 461, inclusive, of Summit County Records; and

WHEREAS, Grantor also on September 14, 1971 filed with the Summit County Recorder, as Exhibit B to the Fourth Amendment, drawings (hereinafter and in the Fourth Amendment referred to as the "Fourth Amendment Drawings") which were assigned Document No. 617587 by the Summit County Recorder and recorded in Plat Book 78 at Pages 66 to 82, inclusive, of Summit County Map Records; and

WHEREAS, the present owners and mortgages of each Unit for which provision is made in the Declaration are:

<u>Unit No.</u>	<u>Unit Owner</u>	<u>Mortgagee</u>
1101	Grantor	Shaker Savings Association
✓ 1102	Lois McFadden	Shaker Savings Association
✓ 1103	James E. Brown and Patricia J. Brown	Shaker Savings Association
✓ 1104	Frank P. Lapick and Mary M. Lapick	Shaker Savings Association
✓ 1105	Leonard E. Wilson and Kathryn J. Wilson	Shaker Savings Association
✓ 1106	Loyola Badger	None
✓ 1107	Rhea V. Keyes	Shaker Savings Association

<u>Unit No.</u>	<u>Unit Owner</u>	<u>Mortgagee</u>
/ 1108	David F. Maruna and Nancy K. Maruna	Shaker Savings Association
/ 1201	Janet E. Wrentmore,	None
/ 1202	Alfred L. Graham and Dorothy M. Graham	None
/ 1203	Richard G. Donald and Emma F. Donald	Shaker Savings Association
/ 1204	Alfred M. Tredwell, Jr. and Mabel Tredwell	Shaker Savings Association
/ 1301	Peggy Jeanne St. Clair	Shaker Savings Association
/ 1302	Richard J. Koberna and R. Charlene Koberna	Shaker Savings Association
1303	Grantor	Shaker Savings Association
/ 1304	H. Clark Harvey, Jr. and Betty T. Harvey	Shaker Savings Association
/ 1305	Randall F. Heminger	Shaker Savings Association
/ 1306	Carl Aldo Calandra and Leanora F. Calandra	Shaker Savings Association
/ 1307	R. Anthony Keenan, Jr.	Shaker Savings Association
/ 1308	David L. Watson and Vicki L. Watson	Shaker Savings Association
/ 1901	Howard A. Blackwell and Jeanne L. Blackwell	United Savings Asso- ciation of Cleveland
1902	Grantor	Shaker Savings Association
/ 1903	Joseph H. Ross and Pearl B. Ross	Shaker Savings Association
/ 1904	John A. Farnsworth and Jane B. Farnsworth	None
/ 2001	Albert A. Bliss and Sandra L. Bliss	Shaker Savings Association
2002	Grantor	Shaker Savings Association

<u>Unit No.</u>	<u>Unit Owner</u>	<u>Mortgagee</u>
✓ 2003	Biagino and Germana Dinallo	Shaker Savings Association
✓ 2004	Adela G. Backiel	None
✓ 2005	Richard R. and Catherine S. Kelly	Shaker Savings Association
✓ 2006	Delbert B. Unser and Dale E. Unser	Shaker Savings Association
2007	Grantor	Shaker Savings Association
2008	Grantor	Shaker Savings Association
✓ 2101	Robert E. Burns and Mary E. Burns	Shaker Savings Association
✓ 2102	William F. Lynch, Jr.	Shaker Savings Association
2103	Grantor	Shaker Savings Association
✓ 2104	George Alexander and Jacqueline Alexander	Shaker Savings Association
✓ 2201	John M. Skelly and Mary K. Skelly	Shaker Savings Association
✓ 2202	William O. Turney, Jr. and Patricia M. Turney	Shaker Savings Association
2203	Grantor	Shaker Savings Association
✓ 2204	Ronald R. Hrovat	Shaker Savings Association
✓ 2205	James Wick Pierson	Shaker Savings Association
✓ 2206	Lee L. Ellsworth and Mary Louise Ellsworth	Shaker Savings Association
✓ 2207	Alan Douglas, individually and as Executor of the Estate of Barbara Douglas	Washington Federal Savings and Loan Association
2208	Grantor	Shaker Savings Association
2301	Grantor	Shaker Savings Association

<u>Unit No.</u>	<u>Unit Owner</u>	<u>Mortgagee</u>
✓ 2302	Leo L. Lesniak and Irene A. Lesniak	Shaker Savings Association
✓ 2303	Frank E. Smith and Lena J. Smith	Shaker Savings Association
✓ 2304	Harold L. Kelley and Helen H. Kelley	Shaker Savings Association
2305	Grantor	Shaker Savings Association
✓ 2306	Gladys E. Stevens	Shaker Savings Association
2307	Grantor	Shaker Savings Association
✓ 2308	Albert P. Kelly and Eileen S. Kelly	Shaker Savings Association

The above-named Unit Owners (other than Grantor) are hereinafter referred to as the "Parcel No. 1, Parcel No. 2, Parcel No. 3, Parcel No. 4, Parcel No. 5, Parcel No. 6 and Parcel No. 7 Subsequent Unit Owners" and the above-named mortgagees of said Parcel No. 1, Parcel No. 2, Parcel No. 3, Parcel No. 4, Parcel No. 5, Parcel No. 6 and Parcel No. 7 Subsequent Unit Owners are hereinafter referred to as the "Parcel No. 1, Parcel No. 2, Parcel No. 3, Parcel No. 4, Parcel No. 5, Parcel No. 6 and Parcel No. 7 Subsequent Mortgagees"; and

WHEREAS, Grantor is, pursuant to the provisions of Paragraph 16 of the Declaration, the duly appointed and acting Attorney-in-Fact of each of the Parcel No. 1, Parcel No. 2, Parcel No. 3, Parcel No. 4, Parcel No. 5, Parcel No. 6 and Parcel No. 7 Subsequent Unit Owners and the Parcel No. 1, Parcel No. 2, Parcel No. 3, Parcel No. 4, Parcel No. 5, Parcel No. 6 and Parcel No. 7 Subsequent Mortgagees for the purpose of executing, acknowledging and recording (1) for and in the name of each such Parcel No. 1, Parcel No. 2, Parcel No. 3,

Parcel No. 4, Parcel No. 5, Parcel No. 6 and Parcel No. 7 Subsequent Unit Owner such amendments to the Declaration as are contemplated by Paragraph 15 thereof, and (11) for and in the name of each such Parcel No. 1, Parcel No. 2, Parcel No. 3, Parcel No. 4, Parcel No. 5, Parcel No. 6 and Parcel No. 7 Subsequent Mortgagee, a consent to such amendments; and

WHEREAS, in addition to authorizing the First Amendment, the Second Amendment, the Third Amendment and the Fourth Amendment, Paragraph 15 of the Declaration reserved to Grantor the right to amend the Declaration and the Drawings for the purpose of submitting Parcel No. 8, Parcel No. 9, Parcel No. 10, Parcel No. 11 and Parcel No. 12, as defined and described in the Declaration, to the provisions of the Declaration and to the provisions of Chapter 5311 of the Ohio Revised Code for condominium ownership; and

WHEREAS, Parcel No. 8, Parcel No. 9, Parcel No. 10, Parcel No. 11 and Parcel No. 12, as defined and described in the Declaration, comprise an aggregate of 6.0091 acres of land, a legal description of which is attached hereto as Exhibit A; and

WHEREAS, in order more perfectly to conform to the residential structures that Grantor has constructed, or contemplates constructing, on the aggregate land described on Exhibit A hereto and described and defined in the Declaration as Parcel No. 8, Parcel No. 9, Parcel No. 10, Parcel No. 11 and Parcel No. 12, Grantor has determined to submit such land to the provisions of the Declaration and to the provisions of Chapter 5311 of the Ohio Revised Code for condominium ownership in the portions described, respectively, on

Exhibits C, D, E, F and G attached hereto and made a part hereof, and for this purpose to amend the Declaration by substituting therein the legal descriptions attached hereto as Exhibits C, D, E, F and G in place of the existing legal descriptions of Parcel No. 8, Parcel No. 9, Parcel No. 10, Parcel No. 11 and Parcel No. 12, respectively; and

WHEREAS, Grantor has determined at this time to submit Parcel No. 8 and Parcel No. 9 as described and defined in the Declaration (amended as above provided), together with the improvements thereon constructed and hereinafter described, to the provisions of the Declaration and to the provisions of Chapter 5311 of the Ohio Revised Code for condominium ownership; and

WHEREAS, Shaker Savings Association which is the Mortgagee of those Units within Parcel No. 1, Parcel No. 2, Parcel No. 3, Parcel No. 4, Parcel No. 5, Parcel No. 6 and Parcel No. 7, as defined and described in the Declaration, which are owned by Grantor, and The Ohio Savings Association which is the Mortgagee of Parcel No. 8 and of Parcel No. 9 as described and defined in the Declaration (amended as above provided), are each willing to consent to this Fifth Amendment to Declaration of Condominium Ownership.

NOW, THEREFORE, Grantor hereby declares (all terms herein used which are defined in the Declaration shall be interpreted to have the same meaning as defined in the Declaration):

1. The Declaration is hereby amended, in accordance with the provisions of Paragraph 15 and 16 thereof, in the following respects:

(a) The legal description of Parcel No. 8, as set forth in Section A (viii) of Paragraph 1

in the Declaration, is hereby deleted and the legal description set forth in Exhibit C attached hereto substituted in lieu thereof.

(b) The legal description of Parcel No. 9, as set forth in Section A(ix) of Paragraph 1 in the Declaration, is hereby deleted and the legal description set forth in Exhibit D attached hereto substituted in lieu thereof.

(c) The legal description of Parcel No. 10, as set forth in Section A(x) of Paragraph 1 in the Declaration, is hereby deleted and the legal description set forth in Exhibit E attached hereto substituted in lieu thereof.

(d) The legal description of Parcel No. 11, as set forth in Section A(xi) of Paragraph 1 in the Declaration, is hereby deleted and the legal description set forth in Exhibit F attached hereto substituted in lieu thereof.

(e) The legal description of Parcel No. 12, as set forth in Section A(xii) of Paragraph 1 in the Declaration, is hereby deleted and the legal description set forth in Exhibit G attached hereto substituted in lieu thereof.

(f) Paragraph 5 of the Declaration is hereby deleted and the following substituted in lieu thereof:

"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 ground floor, the roof and, if applicable, the garage floor 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 dimensions of each Unit being shown on the Drawings), and including, without limitation, all space occupied by any Common Areas and Facilities located within the bounds of a Unit (but excluding all Common Areas and Facilities located within the bounds of a Unit), 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."

(g) Sections D(v) and D(vi) of Paragraph 6 in the Declaration are hereby deleted and the following substituted in lieu thereof:

"(v) balconies, patios, stoops, courtyards and other appurtenant improvements, which serve only such Unit;

(vi) in the case of a Unit served by a garage stall located in a garage structure serving more than one (1) Unit, the garage stall with the same number as such Unit as shown on the Drawings; and

(vii) all other Common Areas and Facilities as may be located within the bounds of such Unit and which serve only such Unit."

2. Grantor is the owner of Parcel No. 8 and Parcel No. 9 which, together with the Parcel No. 8 Buildings and Parcel No. 9 Buildings and all other improvements thereon, all easements, rights, appurtenances belonging thereto and all articles of personal property existing thereon for the common use of the Unit Owners, are hereby submitted to the provisions of Chapter 5311 and the provisions of the Declaration and are hereby included in, and made a part of, the Condominium Property.

3. The Declaration is hereby further amended, in accordance with the provisions of Paragraphs 15 and 16 thereof, in the following respects:

(a) Paragraph 4 of the Declaration is hereby

deleted and the following substituted in lieu thereof:

"4. General Description of Condominium Property. Until amended as provided in Paragraph 15 hereof, the Condominium Property consists of Parcel No. 1, Parcel No. 2, Parcel No. 3, Parcel No. 4, Parcel No. 5, Parcel No. 6, Parcel No. 7, Parcel No. 8 and Parcel No. 9, and the Parcel No. 1 Buildings, the Parcel No. 2 Buildings, the Parcel No. 3 Buildings, the Parcel No. 4 Buildings, the Parcel No. 5 Buildings, the Parcel No. 6 Buildings, the Parcel No. 7 Buildings, the Parcel No. 8 Buildings and the Parcel No. 9 Buildings and other improvements located thereon, including, without limitation, ten (10) residential structures containing side-by-side Units, each having an attached 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 structure, which is located on Parcel No. 1, contains eight (8) Units, each of which is two (2) stories in height and designated, respectively, '1101', '1102', '1103', '1104', '1105', '1106', '1107', and '1108' on the Drawings. The second such structure, which is located on Parcel No. 1, contains four (4) Units, each of which is two (2) stories in height and designated, respectively, '1201', '1202', '1203', and '1204' on the Drawings. The third such structure, which is located on Parcel No. 2, contains eight (8) Units, each of which is two (2) stories in height and designated, respectively, '1301', '1302', '1303', '1304', '1305', '1306', '1307', and '1308' on the Drawings. The fourth such structure, which is located on Parcel No. 3, contains four (4) Units, each of which is two (2) stories in height and designated, respectively, '1901', '1902', '1903', and '1904' on the Drawings. The fifth such structure, which is located on Parcel No. 4, contains eight (8) Units, each of which is two (2) stories in height and designated, respectively, '2001', '2002', '2003', '2004', '2005', '2006', '2007', and '2008' on the Drawings. The sixth such structure, which is located on Parcel No. 5, contains four (4) Units, each of which is two (2) stories in height and designated, respectively, '2101', '2102', '2103' and '2104' on the Drawings. The seventh such structure, which is located on Parcel No. 6, contains eight (8) Units, each of which is two (2) stories in height and designated, respectively, '2201', '2202', '2203', '2204', '2205', '2206', '2207', and '2208' on the Drawings. The eighth such structure, which is located on Parcel No. 7, contains eight (8) Units, each of which is two (2) stories in height and designated, respectively, '2301', '2302', '2303', '2304', '2305', '2306', '2307', and '2308'. The ninth such structure,

which is located on Parcel No. 8, contains six (6) Units, each of which is two (2) stories in height and designated, respectively, '1401', '1402', '1403', '1404', '1405', and '1406' on the Drawings. The tenth such structure, which is located on Parcel No. 9, contains six (6) Units, each of which is two (2) stories in height and designated, respectively, '1806', '1807', '1808', '1809', '1810' and '1811' on the Drawings. The Buildings on Parcel No. 1, Parcel No. 2, Parcel No. 3, Parcel No. 4, Parcel No. 5, Parcel No. 6, Parcel No. 7, Parcel No. 8 and Parcel No. 9, are constructed principally of cement block, cement, and wood. The location, layout and dimensions of the Units and the Common Areas and Facilities are shown graphically on the Drawings."

(b) Section B of Paragraph 6 of the Declaration is hereby deleted and the following substituted in lieu thereof:

"B. Ownership of Common Areas and Facilities. The Common Areas and Facilities 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 participation of any part of the Common Areas and Facilities 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 and Facilities; provided, however, that if any Unit be 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 and Facilities of each Unit, as determined by Grantor in accordance with the provisions of Chapter 5311, shall be as follows:

<u>Unit No.</u>	<u>Percent of Interest</u>
1101	1.804
1102	1.469
1103	1.484
1104	1.582
1105	1.469
1106	1.618
1107	1.484
1108	1.804
1201	1.599
1202	1.484
1203	1.484
1204	1.804
1301	1.804
1302	1.484
1303	1.469
1304	1.618
1305	1.785
1306	1.469
1307	1.484
1308	1.804
1401	1.582
1402	1.261
1403	1.261
1404	1.261
1405	1.261
1406	1.582
1806	1.582
1807	1.261
1808	1.261
1809	1.261
1810	1.261
1811	1.582
1901	1.637
1902	1.484
1903	1.484
1904	1.804
2001	1.804
2002	1.484
2003	1.469
2004	1.618
2005	1.748
2006	1.582
2007	1.469
2008	1.804

<u>Unit No.</u>	<u>Percent of Interest</u>
2101	1.804
2102	1.469
2103	1.618
2104	1.804
2201	1.804
2202	1.484
2203	1.469
2204	1.618
2205	1.618
2206	1.469
2207	1.484
2208	1.804
2301	1.804
2302	1.469
2303	1.618
2304	1.484
2305	1.484
2306	1.618
2307	1.469
2308	1.804

The undivided percentage of interest of the Unit Owners in the Common Areas and Facilities and the fee title to the respective Units 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) The Drawings, attached as Exhibit B to the Declaration and referred to in Paragraph 1B(x) thereof, as amended by the addition thereto of the Second Amendment Drawings, the Third Amendment Drawings and the Fourth Amendment Drawings, are hereby further amended by adding thereto and making a part thereof, the drawings (hereinafter referred to as the "Fifth Amendment Drawings") prepared and certified by F. W. Wheeler, Registered Surveyor No. 4151, and by Nelson Thal, Registered Architect No. 1051, as to Pages 1 and 2, inclusive, and by said Nelson Thal and by John E. Dailey, Registered Surveyor No.

5151, as to Pages 3 through 10, inclusive, in accordance with Section 5311.07 of the Ohio Revised Code, relating to Parcel No. 8 and Parcel No. 9, Parcel No. 8 Buildings and Parcel No. 9 Buildings and all other improvements thereon, which Fifth Amendment Drawings are identified as Exhibit B and attached to this Fifth Amendment.

4. Except as specifically hereinabove amended, all of the provisions of the Declaration, as amended by the First Amendment, by the Second Amendment, by the Third Amendment, and by the Fourth Amendment, and the Bylaws, and the Drawings, as amended by the Second Amendment Drawings, by the Third Amendment Drawings and by the Fourth Amendment Drawings, shall be and remain in full force and effect.

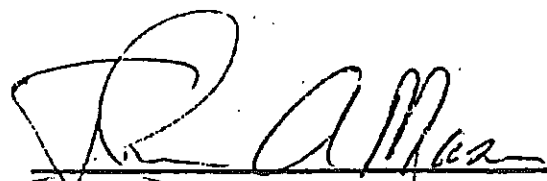

5. Consent to this Fifth Amendment to Declaration of Condominium Ownership on behalf of the Parcel No. 1, Parcel No. 2, Parcel No. 3, Parcel No. 4, Parcel No. 5, Parcel No. 6 and Parcel No. 7 Subsequent Unit Owners and on behalf of the Parcel No. 1, Parcel No. 2, Parcel No. 3, Parcel No. 4, Parcel No. 5, Parcel No. 6 and Parcel No. 7 Subsequent Mortgagees is hereby granted by Grantor in its capacity as their Attorney-in-Fact pursuant to the provisions of Paragraph 16 of the Declaration.

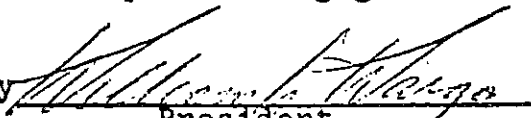
IN WITNESS WHEREOF, the said Greenwood Village Inc., acting in its capacity as Grantor of Parcel No. 8 and


Parcel No. 9, as owner of a certain Parcel No. 1 Unit, certain Parcel No. 2 Units, a certain Parcel No. 3 Unit, certain Parcel No. 4 Units, certain Parcel No. 5 Units, certain Parcel No. 6 Units and certain Parcel No. 7 Units and as Attorney-in-Fact for the Parcel No. 1, Parcel No. 2, Parcel No. 3, Parcel No. 4, Parcel No. 5, Parcel No. 6 and Parcel No. 7 Subsequent Unit Owners and for the Parcel No. 1, Parcel No. 2, Parcel No. 3, Parcel No. 4, Parcel No. 5, Parcel No. 6 and Parcel No. 7 Subsequent Mortgagees, has caused this instrument to be executed by its President, and attested by its Secretary this 14th day of June, 1972.

Signed and acknowledged in the presence of:

GREENWOOD VILLAGE, INC., as Grantor of Parcel No. 8 and Parcel No. 9, as owner of a certain Parcel No. 1 Unit, certain Parcel No. 2 Units, a certain Parcel No. 3 Unit, certain Parcel No. 4 Units, certain Parcel No. 5 Units, certain Parcel No. 6 Units, and certain Parcel No. 7 Units, and as Attorney-in-Fact for the Parcel No. 1, Parcel No. 2, Parcel No. 3, Parcel No. 4, Parcel No. 5, Parcel No. 6 and Parcel No. 7 Subsequent Unit Owners and for the Parcel No. 1, Parcel No. 2, Parcel No. 3, Parcel No. 4, Parcel No. 5, Parcel No. 6 and Parcel No. 7 Subsequent Mortgagees.


BY 
President

Attest 
Secretary

STATE OF OHIO)
COUNTY OF Cuyahoga) SS.

BEFORE ME, a Notary Public in and for said County and State, appeared William A. Wargo, President of Greenwood Village, Inc., a Delaware corporation, who, having been first duly sworn, acknowledged that he did execute the foregoing instrument and that the same was his free act and deed individually and as such officer and the free act and deed of said corporation in the several capacities and for the purposes hereinbefore stated.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed my official seal at Cleveland, Ohio, this 14th day of June, 1972.


Notary Public

THOMAS A. MASON, Attorney At Law
Notary Public - State of Ohio
My Commission has no expiration date,
Section 147.03 R. C.

STATE OF OHIO)
COUNTY OF Cuyahoga) SS.

BEFORE ME, a Notary Public in and for said County and State, appeared Edward H. Crane, Secretary of Greenwood Village, Inc., a Delaware corporation, who, having been first duly sworn, acknowledged that he did execute the foregoing instrument and that the same was his free act and deed individually and as such officer and the free act and deed of said corporation in the several capacities and for the purposes hereinbefore stated.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed my official seal at Cleveland, Ohio, this 14th day of June, 1972.


Notary Public

THOMAS A. MASON, Attorney At Law
Notary Public - State of Ohio
My Commission has no expiration date
Section 147.03 R. C.

This instrument prepared by:
Thompson, Hinc and Flory
Cleveland, Ohio

663982

GREENWOOD VILLAGE CONDOMINIUM NO. 3
SAGAMORE HILLS TOWNSHIP,
OHIO

SIXTH AMENDMENT
TO
DECLARATION OF CONDOMINIUM OWNERSHIP

This will certify that copies of this Sixth Amendment, together with Drawings, attached hereto as Exhibit B, have been filed in the Office of the County Auditor, Summit County, Ohio.

Date: OCT 3 - 1972, 1972.

C. L. BOWER
County Auditor

For Plat see plat book 87 pp 306 48 Incl.
By *C. L. Bower*

16725

RECEIVED
1972 OCT -3 PM 2:27
C. L. BOWER
AUDITOR

TRANSFER NOT NECESSARY
SEC. 319.202 REV. CODE COMPLIED WITH
EXHIBIT
Consideration
C. L. BOWER BY *D. Schmitt*
County Auditor Deputy Auditor

This instrument prepared by:

Thompson, Hine and Flory
Cleveland, Ohio 44114

APPROVED AS TO FORM

William E. Schmitt
Prosecuting Attorney Summit County, Ohio

10/3/72

SIXTH AMENDMENT
TO
DECLARATION OF CONDOMINIUM
OWNERSHIP FOR GREENWOOD
VILLAGE CONDOMINIUM NO. 3

WHEREAS, on April 14, 1971, Greenwood Village, Inc., a Delaware corporation, in the Declaration described below and hereinafter referred to as "Grantor", submitted certain premises in Sagamore Hills Township, Summit County, Ohio to the provisions of Chapter 5311 of the Ohio Revised Code for condominium ownership by filing with the Summit County Recorder an instrument entitled "Declaration of Condominium Ownership For Greenwood Village Condominium No. 3" (hereinafter referred to as the "Declaration") which was assigned Document No. 600689 by the Summit County Recorder and subsequently on April 29, 1971 recorded in Volume 5116, at Pages 367 to 427, inclusive, of Summit County Records; and

WHEREAS, Grantor also on April 14, 1971 filed with the Summit County Recorder, as Exhibit A to the Declaration, an instrument entitled "Bylaws of Greenwood Village Condominium No. 3 Unit Owners' Association" (hereinafter referred to as the "Bylaws") which was assigned Document No. 600689 by the Summit County Recorder and subsequently on April 29, 1971 recorded in Volume 5161, at Pages 428 to 457, inclusive, of Summit County Records; and

WHEREAS, Grantor also on April 14, 1971 filed with the Summit County Recorder, as Exhibit B to the Declaration, drawings (hereinafter referred to as the "Drawings") which were assigned Document No. 600689 by the Summit County Recorder and subsequently on April 29, 1971 recorded in Plat

Book 77 at Pages 22 to 33, inclusive, of Summit County Map Records; and

WHEREAS, on June 14, 1971 an instrument entitled "First Amendment to Declaration of Condominium Ownership for Greenwood Village Condominium No. 3" (hereinafter referred to as the "First Amendment"), which amended the percentage of interest in the Common Areas and Facilities held by each Unit Owner of the Condominium Property, was filed with the Summit County Recorder and assigned Document No. 606819 by the Summit County Recorder and subsequently on June 18, 1971 recorded in Volume 5160, at Pages 31 to 43, inclusive, of Summit County Records; and

WHEREAS, on June 14, 1971 Grantor submitted Parcel No. 2, as described and defined in the Declaration, together with the improvements thereon constructed, to the provisions of the Declaration and to the provisions of Chapter 5311 of the Ohio Revised Code for condominium ownership by filing with the Summit County Recorder an instrument entitled "Second Amendment to Declaration of Condominium Ownership for Greenwood Village Condominium No. 3" (hereinafter referred to as the "Second Amendment") which was assigned Document No. 606820 by the Summit County Recorder and subsequently on June 18, 1971 recorded in Volume 5160, at Pages 44 to 54, inclusive, of Summit County Records; and

WHEREAS, Grantor also on June 14, 1971 filed with the Summit County Recorder, as Exhibit B to the Second Amendment, drawings (hereinafter and in the Second Amendment referred to as the "Second Amendment Drawings") which were

assigned Document No. 606820 by the Summit County Recorder and recorded in Plat Book 77 at Pages 52 to 57, inclusive, of Summit County Map Records; and

WHEREAS, on August 4, 1971, Grantor submitted Parcel No. 3 and Parcel No. 4, as described and defined in the Declaration, together with the improvements thereon constructed, to the provisions of the Declaration and to the provisions of Chapter 5311 of the Ohio Revised Code for condominium ownership by filing with the Summit County Recorder an instrument entitled "Third Amendment to Declaration of Condominium Ownership for Greenwood Village Condominium No. 3" (hereinafter referred to as the "Third Amendment") which was assigned Document No. 612925 by the Summit County Recorder and subsequently on August 17, 1971 recorded in Volume 5171, at Pages 73 to 87, inclusive, of Summit County Records; and

WHEREAS, Grantor also on August 4, 1971 filed with the Summit County Recorder, as Exhibit B to the Third Amendment, drawings (hereinafter and in the Third Amendment referred to as the "Third Amendment Drawings") which were assigned Document No. 612925 by the Summit County Recorder and recorded in Plat Book 78 at Pages 34 to 44, inclusive, of Summit County Map Records; and

WHEREAS, on September 14, 1971, Grantor submitted Parcel No. 5, Parcel No. 6 and Parcel No. 7 as described and defined in the Declaration, together with the improvements thereon constructed, to the provisions of the Declaration and to the provisions of Chapter 5311 of the Ohio Revised Code for condominium ownership by filing with the

Summit County Recorder an instrument entitled "Fourth Amendment to Declaration of Condominium Ownership of Greenwood Village Condominium No. 3" (hereinafter referred to as the "Fourth Amendment") which was assigned Document No. 617587 by the Summit County Recorder and subsequently on September 24, 1971 recorded in Volume 5180, at Pages 448 to 461, inclusive, of Summit County Records; and

WHEREAS, Grantor also on September 14, 1971 filed with the Summit County Recorder, as Exhibit B to the Fourth Amendment, drawings (hereinafter and in the Fourth Amendment referred to as the "Fourth Amendment Drawings") which were assigned Document No. 617587 by the Summit County Recorder and recorded in Plat Book 78 at Pages 66 to 82, inclusive, of Summit County Map Records; and

WHEREAS, on June 26, 1972, Grantor submitted Parcel No. 8 and Parcel No. 9, as described and defined in the Declaration, together with the improvements thereon constructed, to the provisions of the Declaration and to the provisions of Chapter 5311 of the Ohio Revised Code for condominium ownership by filing with the Summit County Recorder an instrument entitled "Fifth Amendment to Declaration of Condominium Ownership for Greenwood Village Condominium No. 3" (hereinafter referred to as the "Fifth Amendment") which was assigned Document No. 649845 by the Summit County Recorder and subsequently on July 11, 1972 recorded in Volume 5301, at Pages 679 to 710, inclusive, of Summit County Records; and

WHEREAS, Grantor also on June 26, 1972 filed with the Summit County Recorder, as Exhibit B to the Fifth Amendment, drawings (hereinafter and in the Fifth Amendment referred to as the "Fifth Amendment Drawings") which were

assigned Document No. 649845 by the Summit County Recorder and recorded in Plat Book 83 at Pages 3 to 12, inclusive, of Summit County Map Records; and

WHEREAS, the present owners and mortgages of each Unit for which provision is made in the Declaration are:

<u>Unit No.</u>	<u>Unit Owner</u>	<u>Mortgagee</u>
1101	Grantor	Shaker Savings Association
/ 1102	Lois McFadden	Shaker Savings Association
/ 1103	James E. Brown and Patricia J. Brown	Shaker Savings Association
/ 1104	Frank P. Lapick and Mary M. Lapick	Shaker Savings Association
/ 1105	Leonard E. Wilson and Kathryn J. Wilson	Shaker Savings Association
/ 1106	Loyola Badger	None
/ 1107	Rhea V. Keyes	Shaker Savings Association
/ 1108	David F. Maruna and Nancy K. Maruna	Shaker Savings Association
/ 1201	Janet E. Wrentmore	None
/ 1202	Alfred L. Graham and Dorothy M. Graham	None
/ 1203	Richard G. Donald and Emma F. Donald	Shaker Savings Association
/ 1204	Alfred M. Tredwell, Jr. and Mabel Tredwell	Shaker Savings Association
/ 1301	Peggy Jeanne St. Clair	Shaker Savings Association
/ 1302	Richard J. Koberna and R. Charlene Koberna	<i>Shaker Savings Association</i>
/ 1303	L. Neal Snowberger and Margaret D. Snowberger	Shaker Savings Association
/ 1304	H. Clark Harvey, Jr. and Betty T. Harvey	Shaker Savings Association

<u>Unit No.</u>	<u>Unit Owner</u>	<u>Mortgagee</u>
✓ 1305	Randall F. Heminger	Shaker Savings Association
✓ 1306	Carl Aldo Calandra and Leanora F. Calandra	Shaker Savings Association
✓ 1307	R. Anthony Keenan, Jr.	Shaker Savings Association
✓ 1308	David L. Watson and Vicki L. Watson	Shaker Savings Association
1401	Grantor	Ohio Savings Association
✓ 1402	Edmund E. Allyne, Jr. and Lucille M. Allyne	Shaker Savings Association
1403	Grantor	Ohio Savings Association
1404	Grantor	Ohio Savings Association
1405	Grantor	Ohio Savings Association
1406	Grantor	Ohio Savings Association
1806	Grantor	Ohio Savings Association
✓ 1807	Thomas K. Hittle and Linda C. Hittle	Ohio Savings Association
1808	Grantor	Ohio Savings Association
1809	Grantor	Ohio Savings Association
1810	Grantor	Ohio Savings Association
✓ 1811	Daniel C. Scullin and Margaret R. Scullin	Shaker Savings Association
✓ 1901	Howard A. Blackwell and Jeanne L. Blackwell	United Savings Association of Cleveland
✓ 1902	Anthony Vulinec and Helen Vulinec	Shaker Savings Association
✓ 1903	Joseph H. Ross and Pearl B. Ross	Shaker Savings Association

<u>Unit No.</u>	<u>Unit Owner</u>	<u>Mortgagee</u>
✓ 1904	John A. Farnsworth and Jane B. Farnsworth	None
✓ 2001	Albert A. Bliss and Sandra L. Bliss	Shaker Savings Association
2002	Grantor	Shaker Savings Association
✓ 2003	Biagino Dinallo and Germana Dinallo	Shaker Savings Association
✓ 2004	Adela G. Backiel	Shaker Savings Association
✓ 2005	Richard R. Kelly and Catherine S. Kelly	Shaker Savings Association
✓ 2006	Delbert B. Unser and Dale E. Unser	Shaker Savings Association
✓ 2007	Edward Coyle and Christie J. Coyle	Shaker Savings Association
✓ 2008	Michael E. Phipps and Carole L. Phipps	Cleveland Federal Savings and Loan Association
✓ 2101	Robert E. Burns and Mary E. Burns	Shaker Savings Association
✓ 2102	William F. Lynch, Jr.	Shaker Savings Association
2103	Grantor	Shaker Savings Association
✓ 2104	George Alexander and Jaqueline Alexander	Shaker Savings Association
✓ 2201	John M. Skelly and Mary K. Skelly	Shaker Savings Association
✓ 2202	William O. Turney, Jr. and Patricia M. Turney	Shaker Savings Association
✓ 2203	Dennis A. Ratica	Union Savings Association
✓ 2204	Ronald R. Hrovat	Shaker Savings Association
✓ 2205	James Wick Pierson	Shaker Savings Association
✓ 2206	Lee L. Ellsworth and Mary Louise Ellsworth	Shaker Savings Association

<u>Unit No.</u>	<u>Unit Owner</u>	<u>Mortgagee</u>
✓ 2207	Alan Douglas, individually and as Executor of the Estate of Barbara Douglas	Washington Federal Savings and Loan Association
2208	Grantor	Shaker Savings Association
2301	Grantor	Shaker Savings Association
✓ 2302	Leo L. Lesniak and Irene A. Lesniak	Shaker Savings Association
✓ 2303	Frank E. Smith and Lena J. Smith	Shaker Savings Association
✓ 2304	Harold L. Kelley and Helen H. Kelley	Shaker Savings Association
2305	Grantor	Shaker Savings Association
✓ 2306	Gladys E. Stevens	Shaker Savings Association
✓ 2307	Robert L. Glueck and Louise G. Glueck	Shaker Savings Association
✓ 2308	Albert P. Kelly and Eileen S. Kelly	Shaker Savings Association

The above-named Unit Owners (other than Grantor) are hereinafter referred to as the "Parcel No. 1, Parcel No. 2, Parcel No. 3, Parcel No. 4, Parcel No. 5, Parcel No. 6, Parcel No. 7, Parcel No. 8 and Parcel No. 9 Subsequent Unit Owners" and the above-named mortgagees of said Parcel No. 1, Parcel No. 2, Parcel No. 3, Parcel No. 4, Parcel No. 5, Parcel No. 6, Parcel No. 7, Parcel No. 8 and Parcel No. 9 Subsequent Unit Owners are hereinafter referred to as the "Parcel No. 1, Parcel No. 2, Parcel No. 3, Parcel No. 4, Parcel No. 5, Parcel No. 6, Parcel No. 7, Parcel No. 8 and Parcel No. 9 Subsequent Mortgagees"; and

WHEREAS, Grantor is, pursuant to the provisions of Paragraph 16 of the Declaration, the duly appointed and acting Attorney-in-Fact of each of the Parcel No. 1,

Parcel No. 2, Parcel No. 3, Parcel No. 4, Parcel No. 5, Parcel No. 6, Parcel No. 7, Parcel No. 8 and Parcel No. 9 Subsequent Unit Owners and the Parcel No. 1, Parcel No. 2, Parcel No. 3, Parcel No. 4, Parcel No. 5, Parcel No. 6, Parcel No. 7, Parcel No. 8 and Parcel No. 9 Subsequent Mortgagees for the purpose of executing, acknowledging and recording (i) for and in the name of each such Parcel No. 1, Parcel No. 2, Parcel No. 3, Parcel No. 4, Parcel No. 5, Parcel No. 6, Parcel No. 7, Parcel No. 8 and Parcel No. 9 Subsequent Unit Owner such amendments to the Declaration as are contemplated by Paragraph 15 thereof, and (ii) for and in the name of each such Parcel No. 1, Parcel No. 2, Parcel No. 3, Parcel No. 4, Parcel No. 5, Parcel No. 6, Parcel No. 7, Parcel No. 8 and Parcel No. 9 Subsequent Mortgagee, a consent to such amendments; and

WHEREAS, Grantor has determined at this time to submit Parcel No. 10/^{Parcel No. 11,} and Parcel No. 12 as described and defined in the Declaration, together with the improvements thereon constructed and hereinafter described, to the provisions of the Declaration and to the provisions of Chapter 5311 of the Ohio Revised Code for condominium ownership; and

WHEREAS, Shaker Savings Association which is the Mortgagee of those Units within Parcel No. 1, Parcel No. 4, Parcel No. 5, Parcel No. 6, and Parcel No. 7, as defined and described in the Declaration, which are owned by Grantor, and The Ohio Savings Association which is the Mortgagee of those Units within Parcel No. 8 and Parcel No. 9 as described and defined in the Declaration, which are owned by Grantor and which is the Mortgagee of Parcel No. 10, Parcel No. 11, and Parcel No. 12, as described and defined in the Declaration, are each willing to consent to

this Sixth Amendment to Declaration of Condominium Ownership.

NOW, THEREFORE, Grantor hereby declares (all terms herein used which are defined in the Declaration shall be interpreted to have the same meaning as defined in the Declaration):

1. Grantor is the owner of Parcel No. 10, Parcel No. 11 and Parcel No. 12 which, together with the Parcel No. 10 Buildings, Parcel No. 11 Buildings and Parcel No. 12 Buildings and all other improvements thereon, all easements, rights, appurtenances belonging thereto and all articles of personal property existing thereon for the common use of the Unit Owners, are hereby submitted to the provisions of Chapter 5311 and the provisions of the Declaration and are hereby included in, and made a part of, the Condominium Property.

2. The Declaration is hereby amended, in accordance with the provisions of Paragraphs 15 and 16 thereof, in the following respects:

(a) Paragraph 4 of the Declaration is hereby deleted and the following substituted in lieu thereof:

"4. General Description of Condominium Property. Until amended as provided in Paragraph 15 hereof, the Condominium Property consists of Parcel No. 1, Parcel No. 2, Parcel No. 3, Parcel No. 4, Parcel No. 5, Parcel No. 6, Parcel No. 7, Parcel No. 8, Parcel No. 9, Parcel No. 10, Parcel No. 11 and Parcel No. 12, and the Parcel No. 1 Buildings, the Parcel No. 2 Buildings, the Parcel No. 3 Buildings, the Parcel No. 4 Buildings, the Parcel No. 5 Buildings, the Parcel No. 6 Buildings, the Parcel No. 7 Buildings, the Parcel No. 8 Buildings, the Parcel No. 9 Buildings, the Parcel No. 10 Buildings, the Parcel No. 11 Buildings and the Parcel No. 12 Buildings, and other improvements located thereon, including, without limitation, fourteen (14) residential structures containing side-by-side Units, each having an attached 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 structure, which is located on Parcel No. 1,

contains eight (8) Units, each of which is two (2) stories in height and designated, respectively, '1101', '1102', '1103', '1104', '1105', '1106', '1107', and '1108' on the Drawings. The second such structure, which is located on Parcel No. 1, contains four (4) Units, each of which is two (2) stories in height and designated, respectively, '1201', '1202', '1203', and '1204' on the Drawings. The third such structure, which is located on Parcel No. 2, contains eight (8) Units, each of which is two (2) stories in height and designated, respectively, '1301', '1302', '1303', '1304', '1305', '1306', '1307', and '1308' on the Drawings. The fourth such structure, which is located on Parcel No. 3, contains four (4) Units, each of which is two (2) stories in height and designated, respectively, '1901', '1902', '1903', and '1904' on the Drawings. The fifth such structure, which is located on Parcel No. 4 contains eight (8) Units, each of which is two (2) stories in height and designated, respectively, '2001', '2002', '2003', '2004', '2005', '2006', '2007', and '2008' on the Drawings. The sixth such structure, which is located on Parcel No. 5, contains four (4) Units, each of which is two (2) stories in height and designated, respectively, '2101', '2102', '2103' and '2104' on the Drawings. The seventh such structure, which is located on Parcel No. 6, contains eight (8) Units, each of which is two (2) stories in height and designated, respectively, '2201', '2202', '2203', '2204', '2205', '2206', '2207', and '2208' on the Drawings. The eighth such structure, which is located on Parcel No. 7, contains eight (8) Units, each of which is two (2) stories in height and designated, respectively, '2301', '2302', '2303', '2304', '2305', '2306', '2307', and '2308'. The ninth such structure, which is located on Parcel No. 8, contains six (6) Units, each of which is two (2) stories in height and designated, respectively, '1401', '1402', '1403', '1404', '1405', and '1406' on the Drawings. The tenth such structure, which is located on Parcel No. 9, contains six (6) Units, each of which is two (2) stories in height and designated, respectively, '1806', '1807', '1808', '1809', '1810' and '1811' on the Drawings. The eleventh such structure, which is located on Parcel No. 10, contains six (6) Units, each of which is two (2) stories in height and designated, respectively, '1501', '1502', '1503', '1504', '1505', and '1506' on the Drawings. The twelfth such structure, which is located on Parcel No. 11, contains six (6) Units, each of which is two (2) stories in height and designated, respectively, '1601', '1602', '1603', '1604', '1605' and '1606' on the Drawings. The thirteenth such structure, which is located on Parcel No. 12, contains four (4) Units, each of which is two (2) stories in height and designated, respectively, '1701', '1702', '1703' and '1704' on the Drawings. The fourteenth such structure, which is located on Parcel No. 12, contains five (5) Units, each of which is two (2) stories in height and designated, respect-

ively, '1801', '1802', '1803', '1804', and '1805'. The Buildings on Parcel No. 1, Parcel No. 2, Parcel No. 3, Parcel No. 4, Parcel No. 5, Parcel No. 6, Parcel No. 7, Parcel No. 8, Parcel No. 9, Parcel No. 10, Parcel No. 11 and Parcel No. 12 are constructed principally of cement block, cement, and wood. The location, layout and dimensions of the Units and the Common Areas and Facilities are shown graphically on the Drawings."

(b) Section B of Paragraph 6 of the Declaration is hereby deleted and the following substituted in lieu thereof:

"B. Ownership of Common Areas and Facilities. The Common Areas and Facilities 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 participation of any part of the Common Areas and Facilities 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 and Facilities; provided, however, that if any Unit be 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 and Facilities of each Unit, as determined by Grantor in accordance with the provisions of Chapter 5311, shall be as follows:

<u>Unit No.</u>	<u>Percent of Interest</u>
1101 - 740 SPF	1.4178
1102 - 742 SPF	1.1547
1103 - 744 SPF	1.1664
1104 - 746 SPF	1.2425
1105 - 748 SPF	1.1547
1106 - 750 SPF	1.2717
1107 - 752 SPF	1.1664
1108 - 754 SPF	1.4178
1201 - 756 SPF	1.2571
1202 - 758 SPF	1.1664
1203 - 760 SPF	1.1664
1204 - 762 SPF	1.4178
1301 - 725 SPF	1.4178
1302 - 727 SPF	1.1664
1303 - 729 SPF	1.1547

<u>Unit No.</u>	<u>Percent of Interest</u>
1304 - 731 SPF	1.2717
1305 - 733 SPF	1.4033
1306 - 735 SPF	1.1547
1307 - 737 SPF	1.1664
1308 - 739 SPF	1.4178
1401 - 764 PC	1.2133
1402 - 766 PC	.9618
1403 - 768 PC	.9501
1404 - 770 PC	.9501
1405 - 772 PC	.9618
1406 - 774 PC	1.2133
1501 - 776 PC	1.2278
1502 - 778 PC	.9794
1503 - 780 PC	.9618
1504 - 782 PC	.9618
1505 - 784 PC	.9794
1506 - 786 PC	1.2278
1601 - 790 PC	1.1547
1602 - 792 PC	.9326
1603 - 794 PC	.9209
1604 - 796 PC	.9209
1605 - 798 PC	.9326
1606 - 800 PC	1.1547
1701 - 787 PC	1.1547
1702 - 785 PC	.9326
1703 - 783 PC	.9326
1704 - 781 PC	1.1664
1801 - 761 PC	1.1957
1802 - 759 PC	.9326
1803 - 757 PC	.9209
1804 - 755 PC	.9326
1805 - 753 PC	1.1957
1806 - 751 PC	1.2278
1807 - 749 PC	.9794
1808 - 747 PC	.9618
1809 - 745 PC	.9618
1810 - 743 PC	.9794
1811 - 741 PC	1.2278
1901 - 732 TL	1.2863
1902 - 734 TL	1.1664
1903 - 736 TL	1.1664
1904 - 738 TL	1.4178
2001 - 709 TL	1.4178
2002 - 711 TL	1.1664
2003 - 713 TL	1.1547
2004 - 715 TL	1.2717
2005 - 717 TL	1.3740
2006 - 719 TL	1.2425
2007 - 721 TL	1.1547
2008 - 723 TL	1.4178

<u>Unit No.</u>	<u>Percent of Interest</u>
2101 - 701TL	1.4178
2102 - 703TL	1.1547
2103 - 705TL	1.2717
2104 - 707TL	1.4178
2201 - 700TL	1.4178
2202 - 702TL	1.1664
2203 - 704TL	1.1547
2204 - 706TL	1.2717
2205 - 708TL	1.2717
2206 - 710TL	1.1547
2207 - 712TL	1.1664
2208 - 714TL	1.4178
2301 - 716TL	1.4178
2302 - 718TL	1.1547
2303 - 720TL	1.2717
2304 - 722TL	1.1664
2305 - 724TL	1.1664
2306 - 726TL	1.2717
2307 - 728TL	1.1547
2308 - 730TL	1.4178

The undivided percentage of interest of the Unit Owners in the Common Areas and Facilities and the fee title to the respective Units 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) The Drawings, attached as Exhibit B to the Declaration and referred to in Paragraph 1B(x) thereof, as amended by the addition thereto of the Second Amendment Drawings, the Third Amendment Drawings, the Fourth Amendment Drawings, and the Fifth Amendment Drawings are hereby further amended by adding thereto and making a part thereof, the drawings (hereinafter referred to as the "Sixth Amendment Drawings") prepared and certified by F. W. Wheeler, Registered Surveyor No. 4151, and by Nelson Thal, Registered Architect No. 1051, as to Pages 1 to 3, inclusive, and by said Nelson Thal and by John E.

Dailey, Registered Surveyor No. 5151, as to Pages 4 through 19, inclusive, in accordance with Section 5311.07 of the Ohio Revised Code, relating to Parcel No. 10, Parcel No. 11, Parcel No. 12, Parcel No. 10 Buildings, Parcel No. 11 Buildings, and Parcel No. 12 Buildings and all other improvements thereon, which Sixth Amendment Drawings are identified as Exhibit B and attached to this Sixth Amendment.

3. Except as specifically hereinabove amended, all of the provisions of the Declaration, as amended by the First Amendment, by the Second Amendment, by the Third Amendment, by the Fourth Amendment, and by the Fifth Amendment, and the Bylaws, and the Drawings, as amended by the Second Amendment Drawings, by the Third Amendment Drawings, by the Fourth Amendment Drawings, and by the Fifth Amendment Drawings, shall be and remain in full force and effect.

4. Consent to this Sixth Amendment to Declaration of Condominium Ownership on behalf of the Parcel No. 1, Parcel No. 2, Parcel No. 3, Parcel No. 4, Parcel No. 5, Parcel No. 6, Parcel No. 7, Parcel No. 8 and Parcel No. 9 Subsequent Unit Owners and on behalf of the Parcel No. 1, Parcel No. 2, Parcel No. 3, Parcel No. 4, Parcel No. 5, Parcel No. 6, Parcel No. 7, Parcel No. 8 and Parcel No. 9 Subsequent Mortgagees is hereby granted by Grantor in its capacity as their Attorney-in-Fact pursuant to the provisions of Paragraph 16 of the Declaration.

IN WITNESS WHEREOF, the said Greenwood Village Inc., acting in its capacity as Grantor of Parcel No. 10,

Parcel No. 11, and Parcel No. 12, as owner of a certain Parcel No. 1 Unit, a certain Parcel No. 4 Unit, a certain Parcel No. 5 Unit, a certain Parcel No. 6 Unit, certain Parcel No. 7 Units, certain Parcel No. 8 Units, and certain Parcel No. 9 Units, and as Attorney-in-Fact for the Parcel No. 1, Parcel No. 2, Parcel No. 3, Parcel No. 4, Parcel No. 5, Parcel No. 6, Parcel No. 7, Parcel No. 8 and Parcel No. 9 Subsequent Unit Owners and for the Parcel No. 1, Parcel No. 2, Parcel No. 3, Parcel No. 4, Parcel No. 5, Parcel No. 6, Parcel No. 7, Parcel No. 8 and Parcel No. 9 Subsequent Mortgagees, has caused this instrument to be executed by its President, and attested by its Secretary as of the 29th day of September, 1972.

Signed and acknowledged
in the presence of:

✓ GREENWOOD VILLAGE, INC. as Grantor of Parcel No. 10, Parcel No. 11 and Parcel No. 12, as owner of a certain Parcel No. 1 Unit, a certain Parcel No. 4 Unit, a certain Parcel No. 5 Unit, a certain a certain Parcel No. 6 Unit, certain Parcel No. 7 Units, certain Parcel No. 8 Units, and certain Parcel No. 9 Units, and as Attorney-in-Fact for the Parcel No. 1, Parcel No. 2, Parcel No. 3, Parcel No. 4, Parcel No. 5, Parcel No. 6, Parcel No. 7, Parcel No. 8 and Parcel No. 9 Subsequent Unit Owners and for the Parcel No. 1, Parcel No. 2, Parcel No. 3, Parcel No. 4, Parcel No. 5, Parcel No. 6, Parcel No. 7, Parcel No. 8 and Parcel No. 9 Subsequent Mortgagees.

Cora A. Puzoschi
John H. Steele

By W.B. Hays
President

John A. Mason
Rachelle Cohen

Attes Edward D. Crane
Secretary

STATE OF OHIO)
) SS.
COUNTY OF Summit)

BEFORE ME, a Notary Public in and for said County and State, appeared T. W. Billings, President of Greenwood Village, Inc., a Delaware corporation, who, having been first duly sworn, acknowledged that he did execute the foregoing instrument and that the same was his free act and deed individually and as such officer and the free act and deed of said corporation in the several capacities and for the purposes hereinbefore stated.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed my official seal at Ohio, this 2nd day of October, 1972.


Notary Public

THOMAS A. MASON, Notary Public
My Commission Expires 9/27/1974.

STATE OF OHIO)
) SS.
COUNTY OF Cuyahoga)

BEFORE ME, a Notary Public in and for said County and State, appeared Edward H. Crane, Secretary of Greenwood Village, Inc., a Delaware corporation, who, having been first duly sworn, acknowledged that he did execute the foregoing instrument and that the same was his free act and deed individually and as such officer and the free act and deed of said corporation in the several capacities and for the purposes hereinbefore stated.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed my official seal at Cleveland, Ohio, this 24th day of September, 1972.


Notary Public

This instrument prepared by:

Thompson, Hine and Flory
Cleveland, Ohio 44114

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

A F F I D A V I T

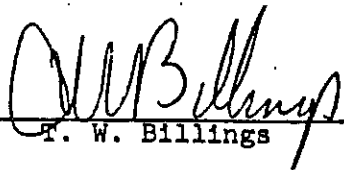
STATE OF OHIO)
) SS.
COUNTY OF Summit)

T. W. Billings, being first duly sworn on
oath says:

(a) That he is the President of Greenwood
Village, Inc., a Delaware corporation, the Grantor
in the within Sixth Amendment to Declaration of
Condominium Ownership For Greenwood Village Condo-
minium No. 3 (hereinafter called the "Sixth Amend-
ment"); and

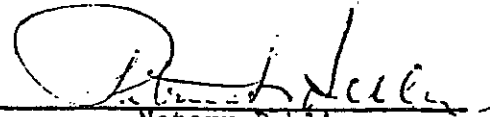
(b) That a copy of the within Sixth
Amendment has been mailed by certified mail to
all Parcel No. 1, Parcel No. 2, Parcel No. 3,
Parcel No. 4, Parcel No. 5, Parcel No. 6, Parcel No.
7, Parcel No. 8 and Parcel No. 9 Subsequent Unit
Owners and all mortgagees having bona fide liens of
record against any Unit to which reference is made
in the within Sixth Amendment.

Further affiant saith naught.



T. W. Billings

Sworn to before me and subscribed in my
presence this 2nd day of October, 1972.



Notary Public

PATRICIA L. MILLER, Notary Public
My Commission Expires 9/17 1973

CONSENT OF MORTGAGEE

The undersigned, THE OHIO SAVINGS ASSOCIATION, is mortgagee of portions of the premises referred to as Parcel No. 8, Parcel No. 9, Parcel No. 10, Parcel No. 11, and Parcel No. 12 in the Declaration of Condominium Ownership for Greenwood Village Condominium No. 3 (hereinafter referred to as the "Declaration"), which was recorded in Volume 5116, at Pages 367 to 457, inclusive, of Summit County Records, and which was amended by the First Amendment to Declaration of Condominium Ownership of Greenwood Village Condominium No. 3 (hereinafter referred to as the "First Amendment"), which was recorded in Volume 5160, at Pages 31 to 43, inclusive, of Summit County Records, and which was amended by the Second Amendment to Declaration of Condominium No. 3 (hereinafter referred to as the "Second Amendment"), which was recorded in Volume 5160, at Pages 44 to 54, inclusive, of Summit County Records, and which was further amended by the Third Amendment to Declaration of Condominium Ownership of Greenwood Village Condominium No. 3 (hereinafter referred to as the "Third Amendment"), which was recorded in Volume 5171, at Pages 73 to 87, inclusive, of Summit County Records, and which was further amended by the Fourth Amendment to Declaration of Condominium Ownership of Greenwood Village Condominium No. 3 (hereinafter referred to as the "Fourth Amendment"), which was recorded in Volume 5180, at Pages 448 to 461, inclusive, of Summit County Records, and which was further amended by the Fifth Amendment to Declaration of Condominium Ownership of Greenwood Village Condominium No. 3 (hereinafter referred to as the "Fifth Amendment"), which was recorded in Volume 5301, at Pages 679 to 710, inclusive, of Summit County Records, and which is further amended by the within Sixth Amendment to Declaration of

Condominium Ownership of Greenwood Village Condominium No. 3 (hereinafter referred to as the "Sixth Amendment"), by virtue of a Mortgage Deed executed by Greenwood Village, Inc., dated August 18, 1971, and recorded in Mortgage Records of the Recorder of Summit County in Volume 5199, at Pages 27 to 30, inclusive, and a Mortgage Deed executed by Greenwood Village, Inc., dated August 18, 1971 and recorded in Mortgage Records of the Recorder of Summit County in Volume 5199, at Pages 43 to 46, inclusive.

The undersigned hereby consents to the execution and delivery of the foregoing Sixth Amendment to Declaration of Condominium Ownership of Greenwood Village Condominium No. 3, with the Sixth Amendment Drawings attached as exhibits thereto, and to the filing thereof in the Office of the County Recorder of Summit County, Ohio, and, further, subjects and subordinates said Mortgage Deed to (i) the Declaration with the Bylaws and Drawings, attached thereto as Exhibits A and B, respectively, as amended by the First Amendment, the Second Amendment and the Drawings attached thereto as Exhibit B, the Third Amendment and the Drawings attached thereto as Exhibit B, the Fourth Amendment and the Drawings attached thereto as Exhibit B, and the Fifth Amendment and the Drawings attached thereto as Exhibit B, and as further amended by the Sixth Amendment and the Drawings attached thereto as Exhibit B, and (ii) the provisions of Chapter 5311 of the Ohio Revised Code.

Signed and acknowledged
in the presence of:

Janet A. Harris
Jean P. Gace

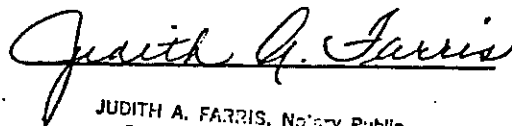
THE OHIO SAVINGS ASSOCIATION

By *Donald J. Maxis*
Donald J. Maxis, Vice President
By *Mary F. DeVries*
Mary F. DeVries, Assistant Treasurer

STATE OF OHIO)
) SS.
COUNTY OF CUYAHOGA)

BEFORE ME, a Notary Public in and for said County and State personally appeared Donald J. Matts, the Vice President, and Mary F. DeVries, the Assistant Treasurer, of THE OHIO SAVINGS ASSOCIATION, who, having been first duly sworn, acknowledged that they did execute the foregoing instrument and that the same was their free act and deed individually and as such officers and the free act and deed of said association.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed my official seal at Cleveland, Ohio, this 10th day of October, 1972.



JUDITH A. FARRIS, Notary Public
For Cuyahoga County, Ohio
My commission expires March 23, 1976

CONSENT OF MORTGAGEE

The undersigned, SHAKER SAVINGS ASSOCIATION, is mortgagee of portions of the premises referred to as Parcel No. 1, Parcel No. 4, Parcel No. 5, Parcel No. 6 and Parcel No. 7 in the Declaration of Condominium Ownership for Greenwood Village Condominium No. 3 (hereinafter referred to as the "Declaration"), which was recorded in Volume 5116, at Pages 367 to 457, inclusive, of Summit County Records, and which was amended by the First Amendment to Declaration of Condominium Ownership of Greenwood Village Condominium No. 3 (hereinafter referred to as the "First Amendment"), which was recorded in Volume 5160, at Pages 31 to 43, inclusive, of Summit County Records, and which was amended by the Second Amendment to Declaration of Condominium Ownership of Greenwood Village Condominium No. 3 (hereinafter referred to as the "Second Amendment"), which was recorded in Volume 5160, at Pages 44 to 54, inclusive, of Summit County Records, and which was further amended by the Third Amendment to Declaration of Condominium Ownership of Greenwood Village Condominium No. 3 (hereinafter referred to as the "Third Amendment"), which was recorded in Volume 5171, at Pages 73 to 87, inclusive, of Summit County Records, and which was further amended by the Fourth Amendment to Declaration of Condominium Ownership of Greenwood Village Condominium No. 3 (hereinafter referred to as the "Fourth Amendment"), which was recorded in Volume 5180, at Pages 448 to 461, inclusive, of Summit County Records, and which was further amended by the Fifth Amendment to Declaration of Condominium Ownership of Greenwood Village Condominium No. 3 (hereinafter referred to as the "Fifth Amendment"), which was recorded in Volume 5301, at Pages 679 to 710, inclusive, of Summit County Records, and which is further amended by the within Sixth Amendment

to Declaration of Condominium Ownership of Greenwood Village Condominium No. 3 (hereinafter referred to as the "Sixth Amendment"), by virtue of a Mortgage Deed executed by Greenwood Village, Inc., dated August 17, 1970, and recorded in Mortgage Records of the Recorder of Summit County in Volume 5050, at Pages 517 to 520, inclusive.

The undersigned hereby consents to the execution and delivery of the foregoing Sixth Amendment to Declaration of Condominium Ownership of Greenwood Village Condominium No. 3, with the Sixth Amendment Drawings attached as exhibits thereto, and to the filing thereof in the Office of the County Recorder of Summit County, Ohio, and, further, subjects and subordinates said Mortgage Deed to (i) the Declaration with the Bylaws and Drawings, attached thereto as Exhibits A and B, respectively, as amended by the First Amendment, the Second Amendment and the Drawings attached thereto as Exhibit B, the Third Amendment and the Drawings attached thereto as Exhibit B, the Fourth Amendment and the Drawings attached thereto as Exhibit B, and the Fifth Amendment and the Drawings attached thereto as Exhibit B, and as further amended by the Sixth Amendment and the Drawings attached thereto as Exhibit B, and (ii) the provisions of Chapter 5311 of the Ohio Revised Code.

Signed and acknowledged
in the presence of:

SHAKER SAVINGS ASSOCIATION

Mary A. McGowan

By [Signature]

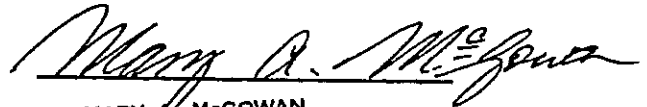
Karen M. Hefner

By [Signature]

STATE OF OHIO)
COUNTY OF CUYAHOGA) SS.

BEFORE ME, a Notary Public in and for said County and State personally appeared Loren A. Mintz, the President, and Kenneth M. Lapine, the Vice President-Secretary, of SHAKER SAVINGS ASSOCIATION, who, having been first duly sworn, acknowledged that they did execute the foregoing instrument and that the same was their free act and deed individually and as such officers and the free act and deed of said association.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed my official seal at Cleveland, Ohio, this 3rd day of October, 1972.



MARY A. MCGOWAN
Notary Public For Cuyahoga County
My Commission Expires Oct. 17, 1978

TWIN 5/11/6
663952 367
10-3-72

Returned to Alice

*To
C. L. Egan, County Auditor*

RECEIVED FOR RECORD

OCT 11 972

At 12:30 P.M. of Oct 11, 1972

Recorded 704V 1-1972

Vol. 5346 Page 181-206

C. L. Egan, County Auditor

Summit County, Ohio

1972

TRANSFER NOT NECESSARY
C. L. Egan, County Auditor

LAW OFFICES OF
THOMPSON, HINE AND FLORY
NATIONAL CITY BANK BUILDING
CLEVELAND, OHIO 44114

OR 850- 796

*Limited Comm
Has been Re-amended 4/9/83
HIS*

COUNTY OF SUMMIT
RECEIVED & RECORDED

92 JAN 10 AM 9:59

RALPH JAMES - RECORDER

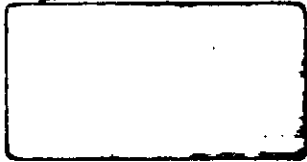
FEE \$ *21.00* AMENDMENT TO THE

REVOKED

698767
O.R. 850 PG. 796-803

DECLARATION OF CONDOMINIUM OWNERSHIP

FOR THE GREENWOOD VILLAGE NO. 3 CONDOMINIUM



5-18-82

VOLUME 4993, 12 AMENDMENT TO DECLARATION OF CONDOMINIUM OWNERSHIP FOR GREENWOOD VILLAGE CONDOMINIUM #3

94698

KNOW ALL MEN BY THESE PRESENTS that the Declaration of Condominium Ownership and Bylaws for Greenwood Village Condominium #3 were filed in Volume 4993 at Page 413 to 452, inclusive of Summit County Records, and (v) the First Supplement to Declaration of Covenants and Restrictions executed under date of February 12, 1971, by Grantor and Greenwood Village Community Association and Greenwood Village Joint Venture recorded in Volume 5106 at Pages 98 to 107, inclusive of Summit County Records, is hereby modified and amended in the manner and respects as set forth below:

WITNESSETH

1. The following paragraph is substituted for Section 6D of the Declaration.

D. Use of Limited Common Areas and Facilities. Each Unit Owner is hereby granted an exclusive and irrevocable license to use and occupy the Limited Common Areas and Facilities within the bounds of his Unit or which serve only his Unit. The Limited Common Areas and Facilities 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; and
(v) All other Common Areas and Facilities as may be located within the bounds of such Unit and which serve only such Unit.

IN WITNESS WHEREOF, the undersigned Unit Owners are entitled to exercise at least seventy-five percent (75%) of the voting power of the Association, which action was authorized in person or by proxy, who hereby authorize this amendment at Sagamore Hills, Ohio.

Members of the Association

OWNERS PROXY (if used) % OF OWNERSHIP

All signatures on this page signed and acknowledged in the presence of:

[Handwritten signatures]

[Signature] 1.1547

BY: _____

[Signature] 11664

BY: _____

STATE OF OHIO)
COUNTY OF SUMMIT)

BEFORE ME, a Notary Public, personally appeared the above named Unit Owners of Greenwood Village Condominium #3, who acknowledge that they did sign the foregoing Declaration Amendment regarding Use of Limited Common Areas and Facilities, Section 6D of the Declaration and that the same is their free act and deed.

IN TESTIMONY WHEREOF, I have hereunto set my hand and official seal this 18th day of May, 1982.

94699

STATE OF OHIO)
COUNTY OF SUMMIT) SS.

AFFIDAVIT

RANDALL HEMINGER, being first duly sworn, deposes and says:

- 1. That he is the President of Greenwood Village Condominium No. 3;
- 2. That a copy of the within Amendment has been mailed by certified mail to all mortgagees having bona fide liens of records against any unit to which reference is made in the within Amendment.

#94699

Further affiant sayeth naught.

Randall Heminger

 Randall Heminger, President

SWORN TO BEFORE ME and subscribed in my presence, this 2nd
 day of November, 1982.

Alfred G. Fortin

 Notary Public

ALFRED G. FORTIN
 Notary Public, State of Ohio - Cuyahoga Co.
 My Commission Expires Jan. 20, 1985

FOTH, KELLY & URBAN CO., L.P.A.
 ATTORNEYS AT LAW
 6902 Pearl Road - Suite 306
 Middleburg Heights, Ohio 44130
 (216) 885-0000

This instrument prepared by:
 Foth, Kelly & Urban Co., L.P.A.
 Attorneys at Law
 6902 Pearl Road - Suite 306
 Middleburg Heights, Ohio 44130
 (216) 885-0000

No Rental

VOL 7236 PAGE 370

260099 AMENDMENT TO THE
DECLARATION OF CONDOMINIUM OWNERSHIP
FOR THE GREENWOOD VILLAGE CONDOMINIUM NO. 3

AMENDMENT TO THE
DECLARATION OF CONDOMINIUM OWNERSHIP
FOR THE GREENWOOD VILLAGE CONDOMINIUM NO. 3

WHEREAS, the Declaration of Condominium Ownership for the Greenwood Village Condominium No. 3 was recorded on April 29, 1971 in volume 4993, Page 413, et seq., of Summit County Records, and

WHEREAS, The Greenwood Village Condominium No. 3 Owners Association, Inc. is a corporation consisting of all Family Unit Owners in the Greenwood Village Condominium No. 3 and as such is the representative of said owners, and

WHEREAS, Article 16 of said Declaration authorize 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 unit owners and 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 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 75.7754% 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 75.7754% of the Family Unit owners authorizing the officers of the Greenwood Village Condominium No. 3 to execute this recorded document on their behalf, and

WHEREAS, the proceedings necessary to amend the Declaration as required by Chapter 5311 of the Ohio Revised Code and the Declaration of Condominium Ownership for the Greenwood Village Condominium No. 3 have in all respects been complied with,

NOW, THEREFORE, the Declaration of Condominium Ownership of the Greenwood Village Condominium No. 3 is hereby amended by the following:

DELETE DECLARATION ARTICLE 11, SECTION L. Rental of Units. in its entirety. Said deletion on page 34 of the Declaration as recorded in Summit County Records Volume 4993, Page 413 et seq.

INSERT a new DECLARATION ARTICLE 11, SECTION L. Rental of Units. Said new addition to be added on page 34 of the Declaration as recorded in Summit County Records Volume 4993, Page 413 et seq., is as follows:

L. Rental of Units. No unit shall be rented or leased by a unit owner to others for business, speculative, investment or other purposes. To meet special situations and to avoid undue hardship or practical difficulties, the Board of Managers may grant permission to an owner to lease his unit to a specified renter for a period 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 Bylaws. Any unit owner leasing his unit at the time of the filing of this Amendment ~~with leasing his unit at the time of the 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 title to said unit is transferred to a subsequent owner.

Any conflict between this provision or other provisions of this Declaration and Bylaws shall be interpreted in favor of this restriction on leasing.

IN WITNESS WHEREOF, the said Greenwood Village Condominium No. 3 Owners Association, Inc., has caused the execution of this instrument this 20 day of March, 1986.

Signed in the presence of:

Harold R. Kuchner

J. Messner

THE GREENWOOD VILLAGE CONDOMINIUM
NO. 3 OWNERS ASSOCIATION, INC.

By Andrew Messner
ANDREW MESSNER, President

By Dorothy Brown
DOROTHY BROWN, Secretary

STATE OF OHIO)
) SS
COUNTY OF SUMMIT)

BEFORE ME, a Notary Public in and for said County, personally appeared the above named Greenwood Village Condominium No. 3 Owners 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 Solon, Ohio, this 20~~th~~ day of March, 1986

David W Kaman
NOTARY PUBLIC

This instrument prepared by:
DAVID W. KAMAN
Fedor & Fedor, Attorneys
600 Terminal Tower
Cleveland, OHio 44113
696-0650

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

AFFIDAVIT

STATE OF OHIO)
) SS
COUNTY OF SUMMIT)

ANDREW MESSNER, being first duly sworn, states as follows:

1. He is the duly elected and acting President of the Greenwood Village Condominium No. 3 Owners Association, Inc.
2. As such President he caused a copy of the proposed amendment to the Declaration of the Greenwood Village Condominium No. 3 concerning the addition of a new section entitled Rental of Units 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.

Andrew Messner
ANDREW MESSNER

BEFORE ME, a Notary Public in and for said County, personally appeared the above named Andrew Messner 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 Solon, Ohio, this 20th day of March, 1986.

David W. Kaman
NOTARY PUBLIC

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

CERTIFICATION OF SECRETARY

The undersigned, being the duly elected and qualified Secretary of the Greenwood Village Condominium No. 3 Owners Association, Inc., hereby certifies that there is on file in the records of the Association the names of the following mortgagees, if any, who have consented to the proposed amendment to the Declaration of the Greenwood Village Condominium No. 3 concerning the addition of a new section entitled "Rental of Units"

N O N E

Dorothy Brown
DOROTHY BROWN

STATE OF OHIO)
) SS
)

BEFORE ME, A Notary Public in and for said County, personally appeared the above named Dorothy Brown, who acknowledged taht 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 at Solm, Ohio, this 20~~th~~ day of March, 1986.

David W. Kaman
NOTARY PUBLIC

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

COUNTY OF SUMMIT
RECEIVED & RECORDED

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RALPH JAMES - RECORDER

FEE \$ ^{21.00} AMENDMENT TO THE

DECLARATION OF CONDOMINIUM OWNERSHIP

FOR THE GREENWOOD VILLAGE NO. 3 CONDOMINIUM

This will certify that a copy of the within Amendment to the Declaration of Condominium Ownership for the Greenwood Village No. 3 Condominium has been filed in the office of the County Auditor of Summit County, Ohio.

James B. McCarty
COUNTY AUDITOR
SUMMIT COUNTY

Dated: *January 9, 1992*

BY: *C. G. [Signature]*
Deputy Auditor

APPROVED AS TO FORM

William E. Schulz
Assistant Prosecuting Attorney Summit County, Ohio

TRANSFER NOT NECESSARY
JAN 9 1992
James B. McCarty County Auditor

UN 0-10 101

AMENDMENT TO THE
DECLARATION OF CONDOMINIUM OWNERSHIP
FOR GREENWOOD VILLAGE NO. 3 CONDOMINIUM

WHEREAS, the Declaration of Condominium Ownership for the Greenwood Village No. 3 Condominium was recorded on April 29, 1971 in Volume 4993, Page 413 et seq., inclusive, of Summit County Records, and

WHEREAS, The Greenwood Village No. 3 Condominium Association is a corporation consisting of all Family Unit Owners in the Greenwood Village No. 3 Condominium 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 Amendment No. 1 signed by 75.85% 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 75.85% of the Family Unit Owners authorizing the officers of the Greenwood Village No. 3 Condominium to execute this recorded document on their behalf, and

WHEREAS, the Association has in its records the signed consents to Amendment No. 2 signed by 75.56% 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 75.56% of the Family Unit Owners authorizing the officers of the Greenwood Village No. 3 Condominium to execute this recorded document on their behalf, and

WHEREAS, the proceedings necessary to amend the Declaration as required by Chapter 5311 of the Ohio Revised Code and the Declaration of Condominium Ownership for the Greenwood Village No. 3 Condominium have in all respects been complied with,

NOW, THEREFORE, the Declaration of Condominium Ownership of the Greenwood Village No. 3 Condominium is hereby amended by the following:

Amendment No. 1

INSERT a new ARTICLE 17, SECTION (C) of the Declaration titled Cost of Collection. Said new addition to be added on Page 48 of the Declaration and Recorded in Volume 4993, Pages 413 et. seq. of the Summit County Records 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, Section(D) entitled COST OF ENFORCEMENT. Said new addition to be added on Page 48 of the Declaration as recorded in Summit County Records Volume 4993, Page 413 et. seq., 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 Bylaws 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 reasonable attorney fees and court costs.

IN WITNESS WHEREOF, the said Greenwood Village No. 3 Condominium Association has caused the execution of this instrument this 30th day of December, 1991.

Signed in the
Presence of:

GREENWOOD VILLAGE NO. 3 CONDOMINIUM
UNIT OWNER'S ASSOCIATION

David W. Kaman

By: X Agnes Armstrong
Agnes Armstrong, President

Janice K. Weenk

By: X Pat Dober
Pat Dober, Secretary

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)

AGNES ARMSTRONG, being first duly sworn, states as follows:

1. She is the duly elected and acting President of the Greenwood Village No. 3 Condominium Unit Owner's Association, Inc.
2. As such President she caused copies of the amendment to the Declaration of the Greenwood Village No. 3 Condominium 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.

X Agnes Armstrong
AGNES ARMSTRONG

STATE OF OHIO)
) SS
COUNTY OF SUMMIT)

BEFORE ME, a Notary Public in and for said County, personally appeared the above named AGNES ARMSTRONG 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 at Cleveland, Ohio, this 30th day of December, 1991.

David W Kaman
NOTARY PUBLIC

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

EXHIBIT A

CERTIFICATION OF SECRETARY

The undersigned being the duly elected and qualified Secretary of the Greenwood Village No. 3 Condominium Unit Owner's 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 No. 3 Condominium.

N O N E

X Pat Dober

PAT DOBER, Secretary

STATE OF OHIO)
) SS
COUNTY OF SUMMIT)

Before me, a Notary Public in and for said County, personally appeared the above named PAT DOBER 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 at Cleveland, Ohio, this 30th day of December 1991.

David W. Kaman
NOTARY PUBLIC

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

STATE OF OHIO)
) SS
COUNTY OF SUMMIT)

BEFORE ME, a Notary Public in and for said County, personally appeared the above named Greenwood Village No. 3 Condominium Unit Owner's 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 30th day of
December, 1991.

David W Kaman
NOTARY PUBLIC

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

This instrument prepared by:
DAVID W. KAMAN
Fedor, Kaman, & Ott, Attorneys
600 Terminal Tower
Cleveland, Ohio 44113
696-0650

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CONDO 32.00

John A Donofrio, Summit Fiscal Officer

AMENDMENT TO THE
DECLARATION OF CONDOMINIUM OWNERSHIP
FOR
GREENWOOD VILLAGE CONDOMINIUM NO. 3

TRANSFER NOT NECESSARY
John A. Donofrio, Fiscal Officer

APPROVED AS TO FORM
[Signature]
Assistant Prosecuting Attorney
Summit County, Ohio

THIS WILL CERTIFY THAT A COPY OF THIS AMENDMENT TO THE
DECLARATION OF CONDOMINIUM OWNERSHIP FOR GREENWOOD VILLAGE
CONDOMINIUM NO. 3 WAS FILED IN THE OFFICE OF THE FISCAL OFFICER OF
SUMMIT COUNTY, OHIO.

DATED: *January 3, 2003*

BY: **JOHN A. DONOFRIO**
FISCAL OFFICER
*By appointment
Fiscal Officer*

AMENDMENT TO THE
DECLARATION OF CONDOMINIUM OWNERSHIP FOR
GREENWOOD VILLAGE CONDOMINIUM NO. 3

WHEREAS, the Declaration of Condominium Ownership for Greenwood Village Condominium No. 3 (the "Declaration") was recorded at Summit County Records Volume 5116, Page 367 et seq., and

WHEREAS, the Greenwood Village Condominium No. 3 Unit Owners' Association (the "Association") is a corporation consisting of all Unit Owners in Greenwood Village No. 3 and as such is the representative of all Unit Owners, and

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

WHEREAS, Unit Owners representing in excess of 75% 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 76.95% of the Association's voting power, and

WHEREAS, the Association has in its records the power of attorney signed by Unit Owners representing 76.95% 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 Condominium No. 3 have in all respects been complied with.

NOW THEREFORE, the Declaration of Condominium Ownership for Greenwood Village Condominium No. 3 is hereby amended by the following:

REVOKE the 1982 Amendment, which attempted to modify the Limited Common Areas designated in Paragraph 6, Section D of the Declaration. Said amendment was recorded in 1982 at Summit County Records Volume 6673, Pages 472 et seq. The original language of Paragraph 6, Section D, located on Pages 20-21 of the Declaration recorded at Summit County Records Volume 5116, Pages 367 et seq., which is hereby reinstated, is as follows:



D. Use of Limited Common Areas and Facilities. Each Unit Owner is hereby granted an exclusive and irrevocable license to use and occupy the Limited Common Areas and Facilities located within the bounds of his Unit or which serve only his Unit. The Limited Common Areas and Facilities 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) balconies, patios, stoops, courtyards and other appurtenant improvements, which serve only such Unit; and

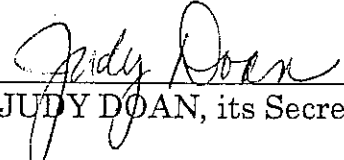
(vi) all other Common Areas and Facilities as may be located within the bounds of such Unit and which serve only such Unit.

Any conflict between this provision and any other provision of the Declaration or Bylaws shall be interpreted in favor of this amendment revoking the 1982 amendment and effectively reinstating the language of the original Declaration. Upon the recording of this amendment, only Unit Owners of record at the time of such filing shall have standing to contest the validity of the amendment, whether on procedural, substantive or any other grounds, provided further that any such challenge shall be brought within one year of the recording of the amendment.

IN WITNESS WHEREOF, the said Greenwood Village Condominium No. 3 Unit Owners' Association has caused the execution of this instrument this 21 day of DECEMBER, 2002.

GREENWOOD VILLAGE CONDOMINIUM NO. 3 UNIT OWNERS' ASSOCIATION

By: 
RALPH ZAKRAYSEK, its President

By: 
JUDY DOAN, its Secretary



STATE OF OHIO)
)
COUNTY OF SUMMIT) SS

BEFORE ME, a Notary Public, in and for said County, personally appeared the above named Greenwood Village Condominium No. 3 Unit Owners' Association, 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 SALAMORE HILLS, Ohio, this 21ST day of DECEMBER, 2002.

Theresa A. Zakraysek
NOTARY PUBLIC

THERESA A. ZAKRAYSEK
NOTARY PUBLIC, STATE OF OHIO
Recorded in Cuyahoga County
My Comm. Expires Sept. 22, 2007
9-23-07

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

AM

EXHIBIT A

AFFIDAVIT

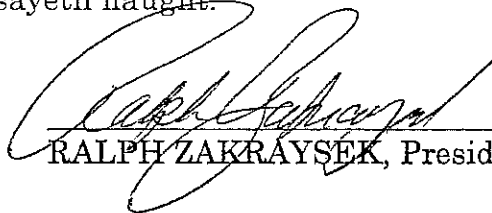
STATE OF OHIO)

COUNTY OF Summit)

SS

RALPH ZAKRAYSEK, being first duly sworn, states as follows:

1. He is the duly elected and acting President of the Greenwood Village Condominium No. 3 Unit Owners' Association.
2. As such President, he certifies that copies of the Amendment to the Declaration of Condominium Ownership for Greenwood Village Condominium No. 3 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.


RALPH ZAKRAYSEK, President

BEFORE ME, a Notary Public, in and for said County, personally appeared the above named RALPH ZAKRAYSEK who acknowledges 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 in SAGAMORE HILLS, Ohio, this 21st day of DECEMBER, 2002.



NOTARY PUBLIC

THERESA A. ZAKRAYSEK
NOTARY PUBLIC, STATE OF OHIO
Recorded in Cuyahoga County
My Comm. Expires Sept. 23, 2007


John A Donofrio, Summit Fiscal Officer

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AMENDMENT TO THE
DECLARATION OF CONDOMINIUM OWNERSHIP
FOR
GREENWOOD VILLAGE CONDOMINIUM NO. 3

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 CONDOMINIUM NO. 3 WAS FILED IN THE OFFICE OF THE FISCAL OFFICER OF SUMMIT COUNTY, OHIO.

JOHN A. DONOFRIO
Fiscal officer

DATED: 1-22-03

BY: Jami M Kapper Deputy
FISCAL OFFICER



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CONDO 32.00

AMENDMENT TO THE
DECLARATION OF CONDOMINIUM OWNERSHIP FOR
GREENWOOD VILLAGE CONDOMINIUM NO. 3

WHEREAS, the Declaration of Condominium Ownership for Greenwood Village Condominium No. 3 (the "Declaration") was recorded at Summit County Records Volume 5116, Page 367 et seq., and

WHEREAS, the Greenwood Village Condominium No. 3 Unit Owners' Association (the "Association") is a corporation consisting of all Unit Owners in Greenwood Village No. 3 and as such is the representative of all Unit Owners, and

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

WHEREAS, Unit Owners representing in excess of 75% 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 75.11% of the Association's voting power, and

WHEREAS, the Association has in its records the power of attorney signed by Unit Owners representing 75.11% 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 Condominium No. 3 have in all respects been complied with.

NOW THEREFORE, the Declaration of Condominium Ownership for Greenwood Village Condominium No. 3 is hereby amended by the following:

MODIFY DECLARATION Paragraph 8, Section B(i) entitled "Responsibility of Unit Owner." Said modification to be made on Page 23 of the Declaration recorded at Summit County Records Volume 5116, Pages 367 et seq., which is hereby reinstated, is as follows (new language is underlined):



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/her expense, all portions of his/her Unit, the windows, doors and garage doors appurtenant to his Unit, including the glass, screens, and hardware, and all Limited Common Areas designated for his/her use, excluding, however, balconies, front stoops or steps, front courtyard concrete, and courtyard gates, including appurtenant brickwalls and assemblies;

Any conflict between this provision and any other provision of the Declaration or Bylaws shall be interpreted in favor of this amendment clarifying that Unit Owners are responsible for the maintenance, repair and replacement for all portions of the windows, doors and garage doors appurtenant to their Units. Upon the recording of this amendment, only Unit Owners of record at the time of such filing shall have standing to contest the validity of the amendment, whether on procedural, substantive or any other grounds, provided further that any such challenge shall be brought within one year of the recording of the amendment.

IN WITNESS WHEREOF, the said Greenwood Village Condominium No. 3 Unit Owners' Association has caused the execution of this instrument this 8 day of January, 2003.

GREENWOOD VILLAGE CONDOMINIUM NO. 3 UNIT OWNERS' ASSOCIATION

By: *Ralph Zakraysek*
RALPH ZAKRAYSEK, its President

By: *Judi Doan, Secretary*
JUDI DOAN, its Secretary



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STATE OF OHIO)
) SS
COUNTY OF SUMMIT)

BEFORE ME, a Notary Public, in and for said County, personally appeared the above named Greenwood Village Condominium No. 3 Unit Owners' Association, 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 Sagamore Hills, Ohio, this 8th day of January, 2003.

Connie Rice
NOTARY PUBLIC

CONNIE RICE
MY COMMISSION EXPIRES
JUNE 24, 2007

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



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Pg: 4 of 6
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EXHIBIT A

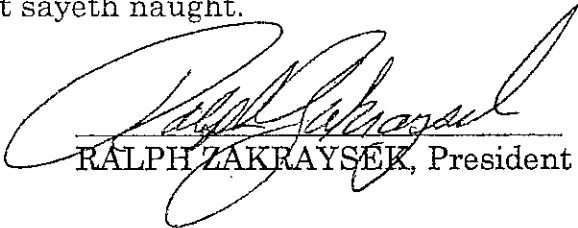
AFFIDAVIT

STATE OF OHIO)
)
COUNTY OF SUMMIT)

SS

RALPH ZAKRAYSEK, being first duly sworn, states as follows:

1. He is the duly elected and acting President of the Greenwood Village Condominium No. 3 Unit Owners' Association.
2. As such President, he certifies that copies of the Amendment to the Declaration of Condominium Ownership for Greenwood Village Condominium No. 3 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.



 RALPH ZAKRAYSEK, President

BEFORE ME, a Notary Public, in and for said County, personally appeared the above named RALPH ZAKRAYSEK who acknowledges 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 in Sagamore Hills, Ohio, this 8th day of January, 2003.



 NOTARY PUBLIC

CONNIE RICE
 MY COMMISSION EXPIRES
 JUNE 24, 2007



54812496
 Pg: 5 of 6
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 CONDO 32.00

EXHIBIT B

CERTIFICATION OF SECRETARY

The undersigned, being the duly elected and qualified Secretary of the Greenwood Village Condominium No. 3 Unit Owners' Association, 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 Condominium No. 3.

NONE

Judi Doan, Secretary

JUDI DOAN, Secretary

STATE OF OHIO)
)
COUNTY OF SUMMIT) SS

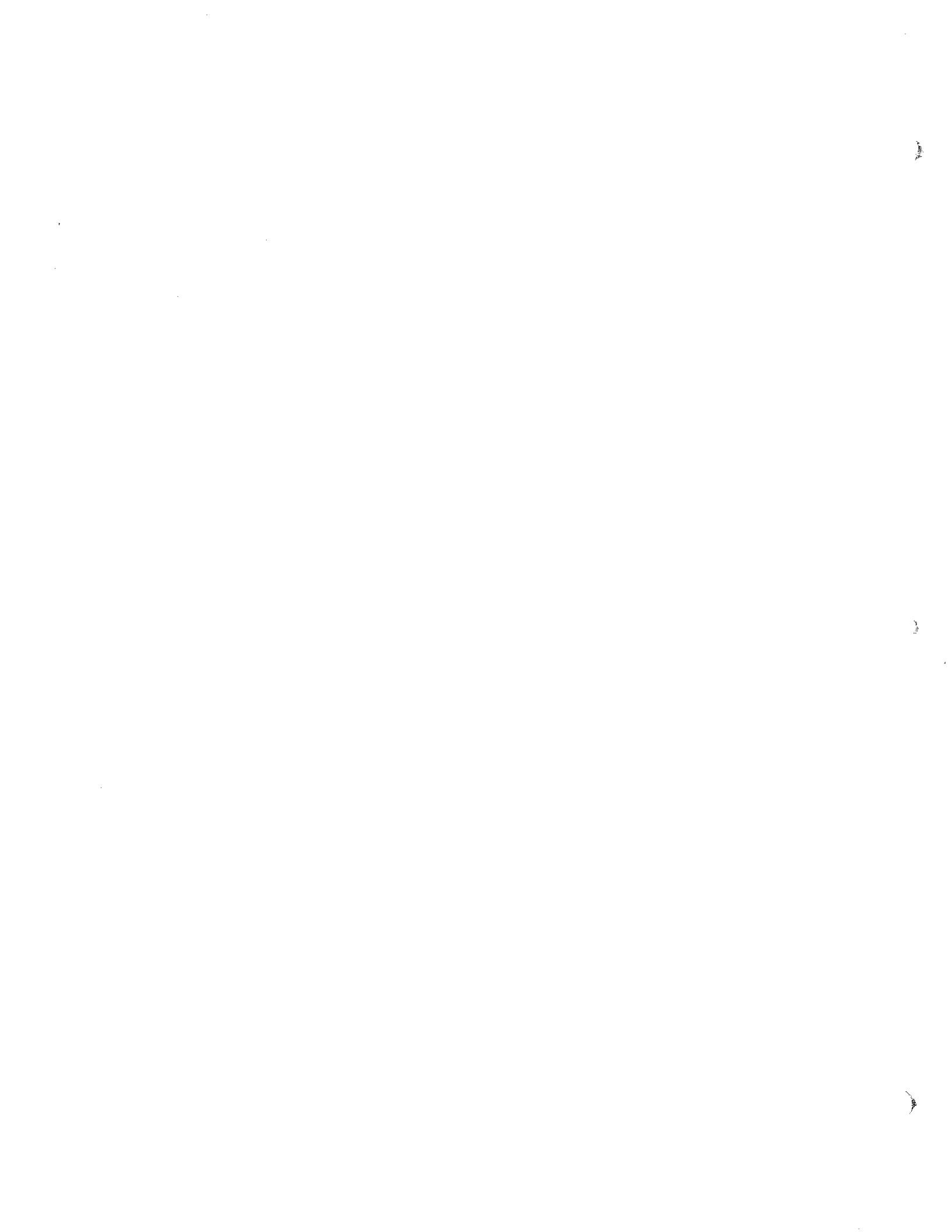
BEFORE ME, a Notary Public in and for said County, personally appeared the above named JUDI DOAN who acknowledged that she did sign the foregoing instrument and that the same is her free act and deed.

IN TESTIMONY WHEREOF, I have hereunto set my hand and official seal in Sagamore Hills, Ohio, this 8th day of January, 2003.

Connie Rice


NOTARY PUBLIC

CONNIE RICE
MY COMMISSION EXPIRES
JUNE 24, 2007



7-1-72

AMENDMENTS TO THE
DECLARATION OF CONDOMINIUM OWNERSHIP
FOR
GREENWOOD VILLAGE CONDOMINIUM NO. 3

 **55149786**
Pg: 1 of 7
02/07/2005 09:39A
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 CONDOMINIUM NO. 3 WERE FILED IN THE OFFICE OF THE FISCAL OFFICER OF SUMMIT COUNTY, OHIO.

DATED: Feb 4, 2005

BY: JOHN A. DONOFRIO
FISCAL OFFICER

By Q. Taylor, Deputy Auditor

MM



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Pg: 2 of 7
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CONDO 72.00

John A Donofrio, Summit Fiscal Officer

AMENDMENTS TO THE
DECLARATION OF CONDOMINIUM OWNERSHIP FOR
GREENWOOD VILLAGE CONDOMINIUM NO. 3

WHEREAS, the Declaration of Condominium Ownership for Greenwood Village Condominium No. 3 (the "Declaration") and the Bylaws of Greenwood Village Condominium No. 3 Unit Owners' Association (the "Bylaws"), Exhibit A to the Declaration, were recorded at Summit County Records Volume 5116, Page 367 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 Condominium No. 3 have in all respects been complied with.

NOW THEREFORE, the Declaration of Condominium Ownership for Greenwood Village Condominium No. 3 is hereby amended by the Board of Directors as follows:

- (1) All references in the Declaration and Bylaws to the term "Common Areas" or "Common Areas and Facilities" shall be replaced with the term "Common Elements."
- (2) All references in the Declaration and Bylaws to the term "Limited Common Areas" or "Limited Common Areas and Facilities" shall be replaced with the term "Limited Common Elements."
- (3) All references in the Declaration and Bylaws to the term "Board of Managers" shall be replaced with the term "Board of Directors."
- (4) DELETE DECLARATION PARAGRAPH 7, SECTION D, entitled "Service of Process," in its entirety. Said deletion is to be made on Page 22 of the Declaration, as recorded at Summit County Records, Volume 5116, Page 367, et seq.

INSERT a new DECLARATION PARAGRAPH 7 SECTION D, entitled "Service of Process." Said addition, to be made on Page 22 of the Declaration, as recorded at Summit County Records, Volume 5116, Page 367, et seq., is as follows:



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Pg: 3 of 7
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CONDO 72.00

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

(5) INSERT a new SECTION E, entitled "Enforcement Assessments," to the end of DECLARATION PARAGRAPH 17. Said new addition, to be added on Page 48 of the Declaration, as recorded at Summit County Records, Volume 5116, Page 367, 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 2nd PARAGRAPH to the end of DECLARATION PARAGRAPH 9, SECTION B, entitled "Lien of Association." Said new addition, to be added on Page 26 of the Declaration, as recorded at Summit County Records, Volume 5116, Page 367, 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 11, SECTION L, entitled "Rental of Units." Said new addition, to be added on Page 34 of the Declaration, as recorded at Summit County Records, Volume 5116, Page 367, et seq., and as amended at Summit County Records, Volume 7236, Page 370, et seq., is as follows:

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



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(8) INSERT a new 2nd 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 25 of the Declaration, as recorded at Summit County Records, Volume 5116, Page 367, 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 48 of the Declaration, as recorded at Summit County Records, Volume 5116, Page 367, 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 2nd PARAGRAPH to the end of BYLAWS ARTICLE IV, SECTION 5, entitled "Special Services." Said new addition, to be added on Page 17 of the Bylaws, Exhibit A of the Declaration, as recorded at Summit County Records, Volume 5116, Page 367, 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.

(11) INSERT a new SECTION M, entitled "Owner/Resident Information," to DECLARATION PARAGRAPH 11. Said new addition, to be added on Page 34 of the Declaration, as recorded at Summit County Records, Volume 5116, Page 367, et seq., is as follows:



M. 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) MODIFY BYLAWS ARTICLE II, SECTION 1, entitled "Number and Qualification." Said modification, to be made on Page 5 of the Bylaws, Exhibit A of the Declaration, as recorded at Summit County Records, Volume 5116, Page 367, et seq., is as follows: (deleted language is crossed out; new language is underlined)

~~The Board shall consist of five persons, one of which for a period of 10 years after the date the Declaration is filed for record shall be designated by Greenwood Village, Inc., which in the Declaration is called "Grantor" and which together with its successors and assigns is herein called "Greenwood". Anything herein or in the Declaration to the contrary notwithstanding, any person designated as a member of the Board by Greenwood and any person nominated by Greenwood 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 each of whom shall be a Unit Owner or the spouse of a Unit Owner and Occupant. That notwithstanding, no one (1) Unit may be represented by more than one (1) person on the Board at any one (1) time.~~

(13) INSERT a new 2nd SENTENCE to the end of BYLAWS ARTICLE II, SECTION 5, entitled "Regular Meetings." Said new addition, to be added on Page 7 of the Bylaws, Exhibit A of the Declaration, as recorded at Summit County Records, Volume 5116, Page 367, et seq., is as follows:

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

(14) INSERT a new SENTENCE to the end of BYLAWS ARTICLE V, SECTION 1, entitled "Preparation of Estimated Budget." Said new addition, to be added on Page 19 of the Bylaws, Exhibit A of the Declaration, as recorded at Summit County Records, Volume 5116, Page 367, et seq., is as follows:

In accordance with Ohio Revised Code Section 5311.21, in the alternative, if the Association has collected a Common Surplus at the end of any fiscal year, the Board may determine that such amount will be applied toward reserves.

(15) INSERT a new 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 9 of the Bylaws, Exhibit A of the Declaration, as recorded at Summit County Records, Volume 5116, Page 367, 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 Owner/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.


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CONDO 72.00
John A Donofrio, Summit Fiscal Officer

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AMENDMENTS TO THE
DECLARATION OF CONDOMINIUM OWNERSHIP
FOR
GREENWOOD VILLAGE CONDOMINIUM NO. 3

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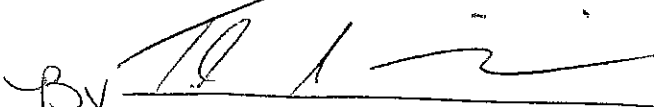
John A Donofrio, Summit Fiscal Officer

PLEASE CROSS MARGINAL REFERENCE WITH THE DECLARATION OF CONDOMINIUM OWNERSHIP FOR GREENWOOD VILLAGE CONDOMINIUM NO. 3 RECORDED AT VOLUME 5116, PAGE 367 ET SEQ., OF THE SUMMIT COUNTY RECORDS.

THIS WILL CERTIFY THAT A COPY OF THESE AMENDMENTS TO THE DECLARATION OF CONDOMINIUM OWNERSHIP FOR GREENWOOD VILLAGE CONDOMINIUM NO. 3 WAS FILED IN THE OFFICE OF THE FISCAL OFFICER OF SUMMIT COUNTY, OHIO.

DATED: 1-21-2009

BY: **JOHN A. DONOFRIO**
FISCAL OFFICER

By 
Tom Minninger

AMENDMENTS TO THE
DECLARATION OF CONDOMINIUM OWNERSHIP FOR
GREENWOOD VILLAGE CONDOMINIUM NO. 3

WHEREAS, the Declaration of Condominium Ownership for Greenwood Village Condominium No. 3 (the "Declaration") was recorded at Summit County Records Volume 5116, Page 367 et seq. and the Bylaws of Greenwood Village Condominium No. 3 Unit Owners' Association (the "Bylaws"), Exhibit A to the Declaration, was recorded at Summit County Records Volume 5116, Page 428 et seq., and

WHEREAS, the Greenwood Village Condominium No. 3 Unit Owners' Association (the "Association") is a corporation consisting of all Unit Owners in Greenwood Village Condominium No. 3 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 at least 75% of the Association's voting power 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 Amendment A signed by Unit Owners representing 76.15% of the Association's voting power as of October 22, 2008, and

WHEREAS, the Association has in its records the power of attorney signed by Unit Owners representing 76.15% of the Association's voting power authorizing the Association's officers to execute Amendment A on their behalf, and

WHEREAS, the Association has in its records the signed, written consents to Amendment B signed by Unit Owners representing 83.31% of the Association's voting power as of October 22, 2008, and

WHEREAS, the Association has in its records the power of attorney signed by Unit Owners representing 83.31% of the Association's voting power authorizing the Association's officers to execute Amendment B on their behalf, and

WHEREAS, attached hereto as Exhibit A is an Affidavit of the Association's President that copies of the Amendments will be mailed by certified mail to all mortgagee on the records of the Association once the Amendments are recorded with the Summit County Fiscal County Recorder's Office, and



John A Donofrio, Summit Fiscal Officer

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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 Amendments, and

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

NOW THEREFORE, the Declaration of Condominium Ownership for Greenwood Village Condominium No. 3 is hereby amended by the following:

AMENDMENT A

MODIFY the 1st SENTENCE of DECLARATION ARTICLE 12, SECTION A(i)(b) and INSERT a new SENTENCE THEREAFTER. Said modification, to be made on Page 35 of the Declaration, as recorded at Summit County Records, Volume 5116, Page 367 et seq., is as follows (deleted language is crossed-out; new language is underlined):

(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~~ a reasonable deductible as the Board shall determine. In the absence of any negligence, the deductible shall be paid by the party who would be responsible for the loss or repair in the absence of insurance. In the event of multiple parties or combined claims covered by the Association's Property Insurance policy, the deductible shall be 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 attributable to any Unit(s) as provided for in this Article 12 or the repair of any such Unit(s), to the Unit Owner(s) of such Unit(s).

Any conflict between the above provision and any other provisions of the Declaration and Bylaws shall be interpreted in favor of this provision modifying the deductible requirements for the Association's insurance coverage. 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.



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John A Donofrio, Summit Fiscal Officer

AMENDMENT B

INSERT a new DECLARATION ARTICLE 11, SECTION N entitled, "Occupancy Restriction." Said new addition, to be added on Page 34 of the Declaration, as recorded at Summit County Records, Volume 5116, Page 367 et seq., is as follows:

N. Occupancy Restriction. A person who is classified a Tier III or Tier II sexual offender/child-victim offender, or any future equivalent classification, and for whom the County Sheriff or other government entity must provide community notification of the sex offender's residence is prohibited from residing in or occupying a Unit or remaining in or on the Condominium Property for any length of time. The classification of a sexual offender/child-victim offender and determination of whether notice is required is made by a court of law pursuant to the Ohio Sex Offenders Act, as may be amended and/or renamed from time to time, or similar statute from another jurisdiction. The Association shall not, however, be liable to any Unit Owner or occupant, or anyone visiting any Unit Owner or the Association, as a result of the Association's alleged failure, whether negligent, intentional, or otherwise, to enforce the provisions of this restriction.

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



IN WITNESS WHEREOF, the said Greenwood Village Condominium No. 3 Unit Owners' Association has caused the execution of this instrument this 14th day of January, 2009.

GREENWOOD VILLAGE CONDOMINIUM NO. 3 UNIT OWNERS' ASSOCIATION

By: Agnes Armstrong
AGNES ARMSTRONG, its President

By: Myron Z Ryglewicz
MYRON RYGLEWICZ, its Secretary

STATE OF OHIO)
COUNTY OF Summit) SS

BEFORE ME, a Notary Public, in and for said County, personally appeared the above named Greenwood Village Condominium No. 3 Unit Owners' Association, by its President and its Secretary, who acknowledged that they did sign the foregoing instrument, on Page 5 of 7, 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 Summit, Ohio, this 14th day of January, 2009.

Denise L. 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

DENISE LYNN BOGUCKI
Notary Public, State of Ohio
My Commission Expires Jan. 17, 2013
Recorded in Summit County

EXHIBIT A

AFFIDAVIT

STATE OF OHIO)
)
COUNTY OF Summit)

SS

AGNES ARMSTRONG, being first duly sworn, states as follows:

1. She is the duly elected and acting President of the Greenwood Village Condominium No. 3 Unit Owners' Association.
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.
3. Further affiant sayeth naught.

Agnes Armstrong
AGNES ARMSTRONG, President

BEFORE ME, a Notary Public, in and for said County, personally appeared the above named AGNES ARMSTRONG 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 Summit, Ohio, this 17th day of January, 2008.

Denise L. Bogucki
NOTARY PUBLIC

DENISE LYNN BOGUCKI
Notary Public, State of Ohio
My Commission Expires Jan. 17, 2013
Recorded in Summit County



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AMENDMENT TO THE
DECLARATION OF CONDOMINIUM OWNERSHIP

FOR

GREENWOOD VILLAGE CONDOMINIUM NO. 3

PLEASE CROSS MARGINAL REFERENCE WITH THE DECLARATION OF CONDOMINIUM OWNERSHIP FOR GREENWOOD VILLAGE CONDOMINIUM NO. 3 RECORDED AT VOLUME 5116, PAGE 367 ET SEQ. OF THE SUMMIT COUNTY RECORDS

THIS WILL CERTIFY THAT A COPY OF THIS AMENDMENT TO THE DECLARATION OF CONDOMINIUM OWNERSHIP FOR GREENWOOD VILLAGE CONDOMINIUM NO. 3 WAS FILED IN THE OFFICE OF THE FISCAL OFFICER OF SUMMIT COUNTY, OHIO.

DATED: 1/22/10

BY: **JOHN A. DONOFRIO**
FISCAL OFFICER

BY: *Jay O. Curry*
Jay O. Curry



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Pg: 1 of 4
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CONDO 48.00

AMENDMENT TO THE
DECLARATION OF CONDOMINIUM OWNERSHIP FOR
GREENWOOD VILLAGE CONDOMINIUM NO. 3

WHEREAS, the Declaration of Condominium Ownership for Greenwood Village Condominium No. 3 (the "Declaration") and the Bylaws of Greenwood Village Condominium No. 3 Unit Owners' Association (the "Bylaws"), Exhibit A to the Declaration, were recorded at Summit County Records Volume 5116, Page 367 et seq., and

WHEREAS, Section 5311.05(E)(1)(a) of the Ohio Revised Code, as amended on July 20, 2004, authorizes the Board of Directors, without a vote of the Unit Owners, to amend the Declaration "to meet the requirements of institutional mortgages, guarantors and insurers of first mortgage loans, the federal national mortgage association, the federal home loan mortgage corporation, the federal housing administration, the veterans administration, and similar institutions," and

WHEREAS, the Board of Directors approved the following matter to be modified (the "Amendment") in order to bring the Declaration into compliance with Ohio Revised Code Chapter 5311 and the requirements of mortgages, the federal housing administration, and/or federal law, 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 Condominium No. 3 have in all respects been complied with.

NOW THEREFORE, the Declaration of Condominium Ownership for Greenwood Village Condominium No. 3 is hereby amended by the Board of Directors as follows:

DELETE DECLARATION ARTICLE 18, entitled "Sale, Leasing or Other Alienation." Said deletion to be taken from Pages 48-54 of the Declaration, as recorded at Summit County Records, Volume 5116, Page 367 et seq.

INSERT a new DECLARATION ARTICLE 18, entitled "Sale of a Unit." Said addition, to be made on Page 48 of the Declaration, as recorded at Summit County Records, Volume 5116, Page 367 et seq., is as follows:



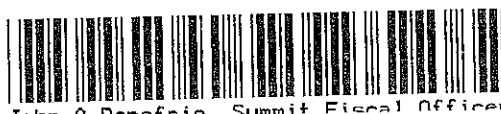
18. Sale of a Unit. The Association shall have no right of first refusal with respect to the purchase or lease of a Unit, and a Unit Owner shall be able to transfer his Unit freely by sale or gift provided that, prior to the transfer, the Unit Owner shall submit to the Association: (a) the new Unit Owner's name and address, and (b) a written verification that the new Unit Owner has received a set of governing documents, including the Declaration, Bylaws and Rules of the Association (a set may be obtained from the Association at a nominal charge). An additional purpose that this information be submitted is to provide the Association with an opportunity to verify that the Unit's assessments are current.

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

IN WITNESS WHEREOF, the said Greenwood Village Condominium No. 3 Unit Owners' Association has caused the execution of this instrument this 13th day of January, 2010.

GREENWOOD VILLAGE CONDOMINIUM NO. 3 UNIT OWNERS'
ASSOCIATION

By: Agnes Armstrong
AGNES ARMSTRONG, its President



STATE OF OHIO)
) SS
COUNTY OF SUMMIT)

BEFORE ME, a Notary Public, in and for said County, personally appeared the above named Greenwood Village Condominium No. 3 Unit Owners' Association, by Agnes Armstrong, its President, who acknowledged that she did sign the foregoing instrument, on Page 3 of 4, and that the same is the free act and deed of said corporation and the free act and deed of her personally and as such officer.

IN WITNESS WHEREOF, I have hereunto set my hand and official seal in Summit, Ohio, this 13th day of January, 2010.

Denise Lynn Bogucki
NOTARY PUBLIC

Place notary stamp/seal here:

DENISE LYNN BOGUCKI
Notary Public, State of Ohio
My Commission Expires Jan. 17, 2013
Recorded in Summit County

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

AMENDMENT TO THE

mail to page 5

DECLARATION OF CONDOMINIUM OWNERSHIP

FOR

GREENWOOD VILLAGE CONDOMINIUM NO. 3

PLEASE CROSS MARGINAL REFERENCE WITH THE DECLARATION OF CONDOMINIUM OWNERSHIP FOR GREENWOOD VILLAGE CONDOMINIUM NO. 3 RECORDED AT VOLUME 5116, PAGE 367 ET SEQ., OF THE SUMMIT COUNTY RECORDS.

THIS WILL CERTIFY THAT A COPY OF THIS AMENDMENT TO THE DECLARATION OF CONDOMINIUM OWNERSHIP FOR GREENWOOD VILLAGE CONDOMINIUM NO. 3 WAS FILED IN THE OFFICE OF THE FISCAL OFFICER OF SUMMIT COUNTY, OHIO.

DATED:

9/24/10

BY:

JOHN A. DONOFRIO

FISCAL OFFICER

BJ: [Signature]

Tom Minninger



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AMENDMENT TO THE
DECLARATION OF CONDOMINIUM OWNERSHIP FOR
GREENWOOD VILLAGE CONDOMINIUM NO. 3

WHEREAS, the Declaration of Condominium Ownership for Greenwood Village Condominium No. 3 (the "Declaration") and the Bylaws of Greenwood Village Condominium No. 3 Unit Owners' Association (the "Bylaws"), Exhibit A to the Declaration, were recorded at Summit County Records Volume 5116, Page 367 et seq., and

WHEREAS, the Greenwood Village Condominium No. 3 Unit Owners' Association (the "Association") is a corporation consisting of all Unit Owners in Greenwood Village Condominium No. 3 and as such is the representative of all Unit Owners, and

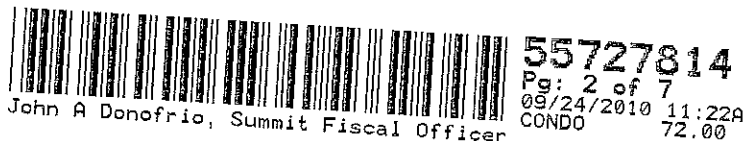
WHEREAS, Article 16 of said Declaration authorizes amendments to the Declaration and Bylaws Article VI, Section 2 authorizes amendments to the Bylaws, and

WHEREAS, Unit Owners representing at least 75% of the Association's current voting power, based on ownership interests, have executed instruments in writing setting forth specifically the matter to be modified (the "Amendment"), and

WHEREAS, the Association has in its records the signed, written consents to the Amendment signed by Unit Owners representing 89.378% of the Association's voting power as of August 23, 2010, and

WHEREAS, the Association has in its records the power of attorney signed by Unit Owners representing 89.378% of the Association's voting power authorizing the Association's officers to execute the Amendment on their behalf, and

WHEREAS, attached hereto as Exhibit A is an Affidavit of the Association's President that copies of the Amendment will be mailed by certified mail to all mortgagees on the records of the Association once the Amendment is recorded with the Summit County Fiscal Office, 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 proceedings necessary to amend the Declaration as required by Chapter 5311 of the Ohio Revised Code and the Declaration have in all respects been complied with.

NOW THEREFORE, the Declaration of Condominium Ownership for Greenwood Village Condominium No. 3 is hereby amended by the following:

MODIFY the 1st SENTENCE of DECLARATION ARTICLE 8, SECTION A entitled, "Responsibility of the Association." Said modification, to be made on Page 22 of the Declaration, as recorded at Summit County Records, Volume 5116, Page 367 et seq., is as follows (deleted language is crossed-out; new language is underlined):

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 Elements, excluding the Limited Common Elements as well as the cost for water and sewer usage, which shall be based on percentage of ownership interest and assessed as a Common Expense.

MODIFY DECLARATION ARTICLE 8, SECTION B(iii). Said modification, to be made on Page 24 of the Declaration, as recorded at Summit County Records, Volume 5116, Page 367 et seq., is as follows (deleted language is crossed-out; new language is underlined):

(iii) to pay all costs for utility services furnished to his Unit or to the Limited Common Elements designated for his use, except that the cost for water and sewer usage, which shall be based on percentage of ownership interest and assessed as a Common Expense;

Any conflict between the above provision and any other provisions of the Declaration and Bylaws shall be interpreted in favor of this amendment shifting the cost of water and sewer service from the



Unit Owners to the Association as a Common Expense. Upon the recording of this amendment, only Unit Owner of record at the time of such filing shall have standing to contest the validity of this 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 Greenwood Village Condominium No. 3 Unit Owners' Association has caused the execution of this instrument this 14th day of September, 2010.

GREENWOOD VILLAGE CONDOMINIUM NO. 3
UNIT OWNERS' ASSOCIATION

By: Agnes M. Armstrong
AGNES ARMSTRONG, its President

By: C. Wagner
CELESTE WAGNER, its Secretary



STATE OF OHIO)
)
COUNTY OF Summit) SS

BEFORE ME, a Notary Public, in and for said County, personally appeared the above named Greenwood Village Condominium No. 3 Unit Owners' Association, by its President and its Secretary, who acknowledged that they did sign the foregoing instrument, on Page 4 of 7, 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 Sagamore Hills, Ohio, this 17th day of September, 2010.

Nancy Anne Wargo
NOTARY PUBLIC

Place notary stamp/seal here:



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

ENV



EXHIBIT A

AFFIDAVIT

STATE OF OHIO)
)
COUNTY OF Summit) SS

AGNES ARMSTRONG, being first duly sworn, states as follows:

1. She is the duly elected and acting President of the Greenwood Village Condominium No. 3 Unit Owners' Association.
2. She caused copies of the Amendment 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.
3. Further affiant sayeth naught.

Agnes M. Armstrong
AGNES ARMSTRONG, President

BEFORE ME, a Notary Public, in and for said County, personally appeared the above named AGNES ARMSTRONG 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 Sagamore Hills, Ohio, this 14th day of September, 2010.

Nancy Anne Wargo
NOTARY PUBLIC

