

239

5

Instr: 200304160034787 04/16/2003
 P: 1 of 5 F: \$25.00
 Rick Campbell 2:49PM MISC
 Stark County Recorder T20030021013

**FIFTH AMENDMENT TO
 DECLARATION OF
 CONDOMINIUM OWNERSHIP,
 AND OF EASEMENTS, RESTRICTIONS AND COVENANTS
 UNDER CHAPTER 5311 OF THE OHIO REVISED CODE
 FOR
 THE HAMLETS OF GLENMOOR**

April 16TH, 2003

This is to certify that copies of the Fifth Amendment to the Declaration of Condominium Ownership and of Easements, Restrictions and Covenants for the Hamlets of Glenmoor have been filed this date with the Auditor of Stark County, Ohio.

Jarvis Weir Creighton
 Auditor of Stark County, Ohio
[Signature], Deputy

This instrument prepared by:
 Daniel M. Jonas, Esq.
 Black, McCuskey, Souers & Arbaugh
 1000 United Bank Plaza
 220 Market Avenue, South
 Canton, Ohio 44702
 Telephone: (330) 456-8341

**FIFTH AMENDMENT TO DECLARATION
OF CONDOMINIUM OWNERSHIP AND OF
EASEMENTS, RESTRICTIONS AND COVENANTS FOR
THE HAMLETS OF GLENMOOR**

This Fifth Amendment to the Declaration of Condominium Ownership and of Easements, Conditions and Restrictions of The Hamlets of Glenmoor (hereinafter called "Declaration of Condominium Ownership" or "Declaration") is made this 20th day of May, 2002, by Hamlets of Glenmoor Unit Owners' Association, (hereinafter referred to as the "Association") pursuant to the provisions of Chapter 5311 of the Ohio Revised Code.

WITNESSETH:

WHEREAS, heretofore, a Declaration of Condominium Ownership dated February 11, 1994, creating Hamlets of Glenmoor, was filed for record with the Stark County, Ohio, Recorder on February 14, 1994, and is recorded in Official Records Volume 593, Page 101, et seq. of the Stark County Records, and included in said Declaration is a description of the Condominium Property along with a Plot Plan of said property; and

WHEREAS, pursuant to Article XII of the Declaration, the Association may amend the original Declaration; and

WHEREAS, prior to the date hereof, four (4) prior amendments to the Declaration have been filed in the Stark County Records; and

NOW, THEREFORE, the Association hereby submits the following amendment to the Declaration of Condominium Ownership for the purpose of providing additional guidelines and restrictions for the leasing, renting and/or occupancy of units within the Hamlets of Glenmoor.

I. Article XVI of the Declaration of Condominium Ownership of Easements, Restrictions and Covenants for The Hamlets of Glenmoor, titled "Sale, Leasing or other Alienation of Units", shall be amended to read, in its entirety, as follows:

A. Unit Owner's Right to Lease Unit

- (1) Except for any Units owned by the Association, no Unit, or part of a Unit, shall be rented or used for transient or hotel purposes, defined as:
 - (a) rental for any period less than twelve (12) consecutive months;
 - (b) rental under which occupants are provided customary hotel services, such as, but no limited to, room service for food and beverages, maid service, the furnishing of laundry and linen, busboy service and similar accommodations; or

(c) rental to roomers or boarders (that is, rental to one (1) or more persons of a portion of a Unit). No Lease may be of less than an entire Unit.

- (2) Any Lease Agreement shall be in writing, shall provide that the Lease shall be subject in all respects to the provisions of this Declaration, Bylaws, Rules and Regulations promulgated from time to time by the Board, and shall provide that the failure by the Lessee to comply with the terms of the organizational documents and lawful rules and regulations of the Hamlets of Glenmoor, as then or thereafter shall exist, shall be a default under the Lease. A copy of each Lease of a Unit shall be provided to the Board, along with the name and telephone number of the tenant(s), at least thirty (30) days prior to the date of commencement of tenancy under that Lease.
- (3) Excepting Units owned by the Association at any one time, no more than ten percent (10%) of all Units within the Hamlets of Glenmoor may be leased to, licensed to, rented by, and/or solely occupied by persons other than the Unit Owner(s) of such Unit(s).
- (4) If any Unit Owner (landlord) or tenant is in violation of any of the provisions of the Declaration or Bylaws, or both, including the Rules and Regulations, the Association may bring an action in its own name or in the name of the Unit Owner, or both, to have the tenant evicted or to recover damages, or both. If the court finds that the tenant is or has violated any of the provisions of the Declaration, Bylaws, Rules and Regulations, the court may find the tenant guilty of forcible detainer, despite the fact that the Unit Owner is not a party to the action and/or that the tenant is not otherwise in violation of the tenant's lease or other rental arrangements with the Unit Owner. For the purposes of granting the forcible detainer against the tenant, the court may consider the Unit Owner a person in whose name a contract (the lease or rental agreement) was made for the benefit of another (the Association). The remedy provided by this subsection is not exclusive and is in addition to any other remedy or remedies available to the Association. If permitted by present or future law, the Association may recover all of its costs, including court costs and reasonable attorney's fees, and these costs shall be a continuing lien on the Unit that shall bind the Unit in the hands of the then Unit Owner written notice of the nature of the violation of the provisions hereof and the tenant and/or the Unit Owner shall have ten (10) days thereafter to cure the violation before the Association may file for eviction.
- (5) By becoming a tenant, each tenant agrees to be bound by the Declaration, Bylaws, Rules and Regulations, and recognizes and accepts the right and power of the Association to evict the tenant

Instr: 200304160034757 04/16/2003
P: 3 of 6 F: \$26.00
Rick Campbell 2:49PM MISC
Stark County Recorder T20030021013

Olin M. Harding and Norma Raymond the Unit Owners of the Hamlets of Glenmoor hereby certify that they are, the President and Secretary, respectively, of Hamlets of Glenmoor Unit Owners' Association, that this Fifth Amendment was duly adopted pursuant to Article XVI of the Declaration, and that they are in possession of signatures of at least 75% of the Unit Owners of Hamlets of Glenmoor agreeing to and adopting this Fifth Amendment to the Declaration.

Instr: 200304160034797 04/16/2003
 P: 5 of 5 F: \$26.00
 Rick Campbell 2:49PM MISC
 Stark County Recorder T20030021013

Olin M. Harding, President
Norma Raymond, Secretary

STATE OF OHIO)
) ss.
 COUNTY OF STARK)

Before me, a Notary Public, in and for said County and State, personally appeared the above-named Hamlets of Glenmoor Unit Owners' Association, by Olin M. Harding, its President, and Norma Raymond, its Secretary, who acknowledged that they did sign the foregoing instrument and that the same is their free act and deed as such officers of such association and individually.

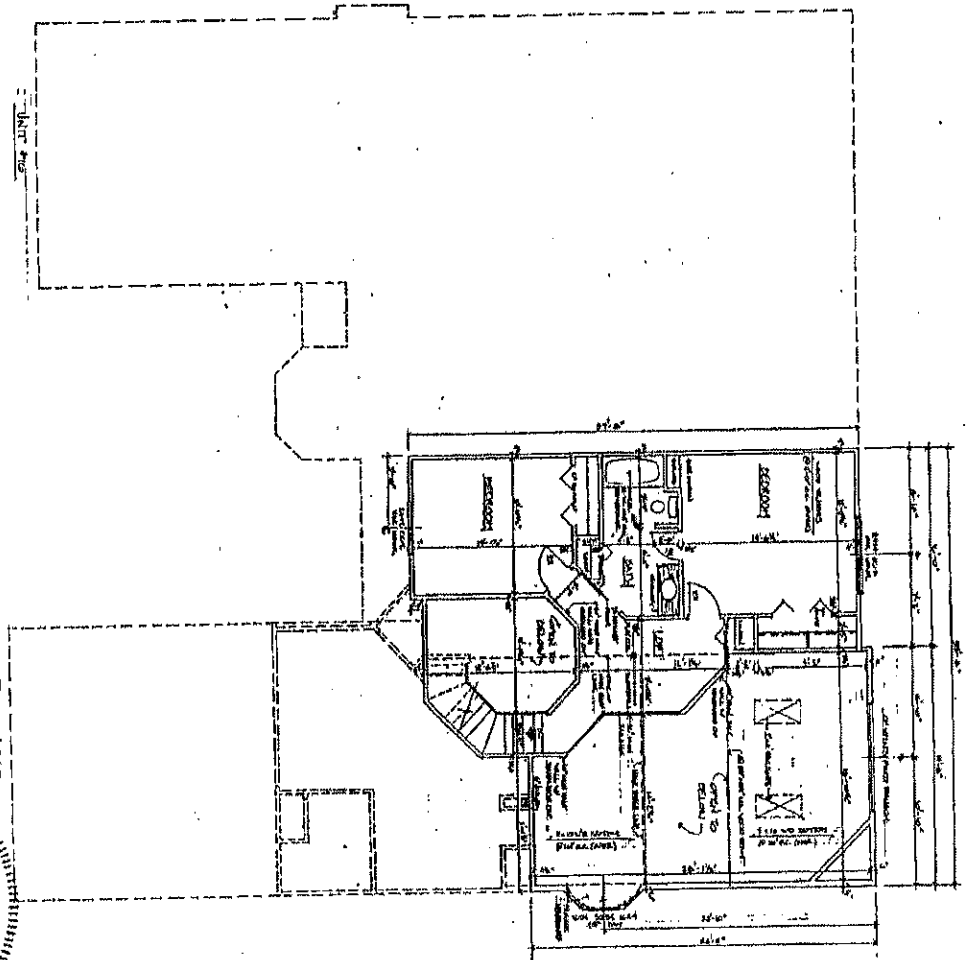
IN TESTIMONY WHEREOF, I have hereunto set my hand and official seal at Canton, Ohio, this 15th day of April, 2003



Daniel M. Jonas
 Notary Public

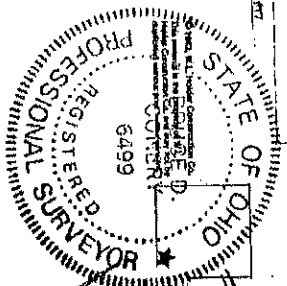
DANIEL M. JONAS
 NOTARY PUBLIC-STATE OF OHIO
 My Commission is Continuous
 Under Section 147.03 P.L.C.

EX B-13



SECOND FLOOR PLAN
SCALE: 1/8" = 1'-0"

NOTES:
 1. THIS DRAWING IS A PART OF A SET OF DRAWINGS.
 2. THE CONTRACTOR SHALL BE RESPONSIBLE FOR OBTAINING ALL NECESSARY PERMITS AND APPROVALS.
 3. THE CONTRACTOR SHALL BE RESPONSIBLE FOR OBTAINING ALL NECESSARY INSURANCE.
 4. THE CONTRACTOR SHALL BE RESPONSIBLE FOR OBTAINING ALL NECESSARY UTILITIES.
 5. THE CONTRACTOR SHALL BE RESPONSIBLE FOR OBTAINING ALL NECESSARY ADJACENT PROPERTY OWNERS' PERMISSIONS.
 6. THE CONTRACTOR SHALL BE RESPONSIBLE FOR OBTAINING ALL NECESSARY ADJACENT PROPERTY OWNERS' AGREEMENTS.
 7. THE CONTRACTOR SHALL BE RESPONSIBLE FOR OBTAINING ALL NECESSARY ADJACENT PROPERTY OWNERS' EASEMENTS.
 8. THE CONTRACTOR SHALL BE RESPONSIBLE FOR OBTAINING ALL NECESSARY ADJACENT PROPERTY OWNERS' ENCUMBRANCES.
 9. THE CONTRACTOR SHALL BE RESPONSIBLE FOR OBTAINING ALL NECESSARY ADJACENT PROPERTY OWNERS' EASEMENTS.
 10. THE CONTRACTOR SHALL BE RESPONSIBLE FOR OBTAINING ALL NECESSARY ADJACENT PROPERTY OWNERS' ENCUMBRANCES.

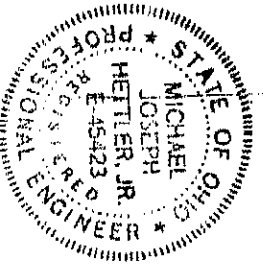


The undersigned Registered Professional Engineer certifies that this drawing graphically shows the particulars of the building represented in the drawing as proposed, not yet completed.

Michael J. Hettler, Jr., P.E.

The undersigned Licensed Professional Surveyor certifies that this drawing graphically shows the particulars of the building represented in the drawing as proposed, not yet completed.

Bruce D. Conery, P.S.

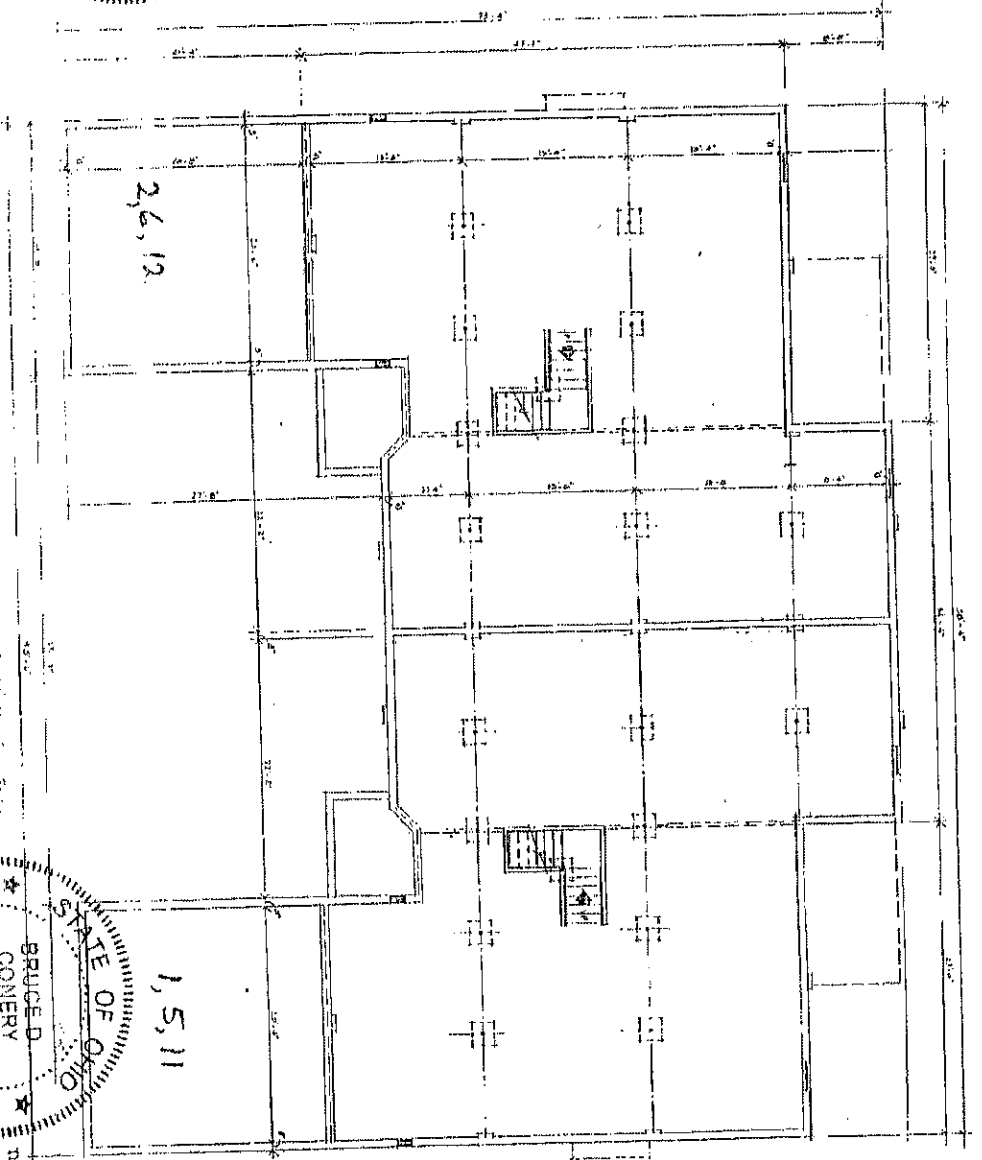


The undersigned licensed Professional Engineer certifies that this drawing graphically shows the particulars of the building represented in the drawing as proposed, not yet completed.

Michael J. Hettler, Jr., PE

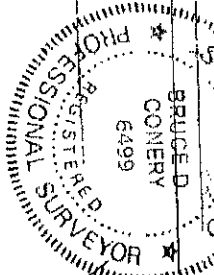
Michael J. Hettler, Jr.

2x B-14



2,6,12

1,5,11

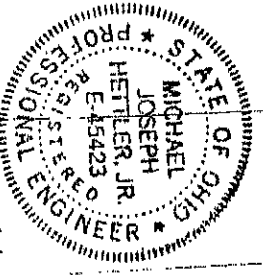


The undersigned licensed Professional Surveyor certifies that this drawing graphically shows the particulars of the building represented in the drawing as proposed, not yet completed.

Bruce D. Conery, PS

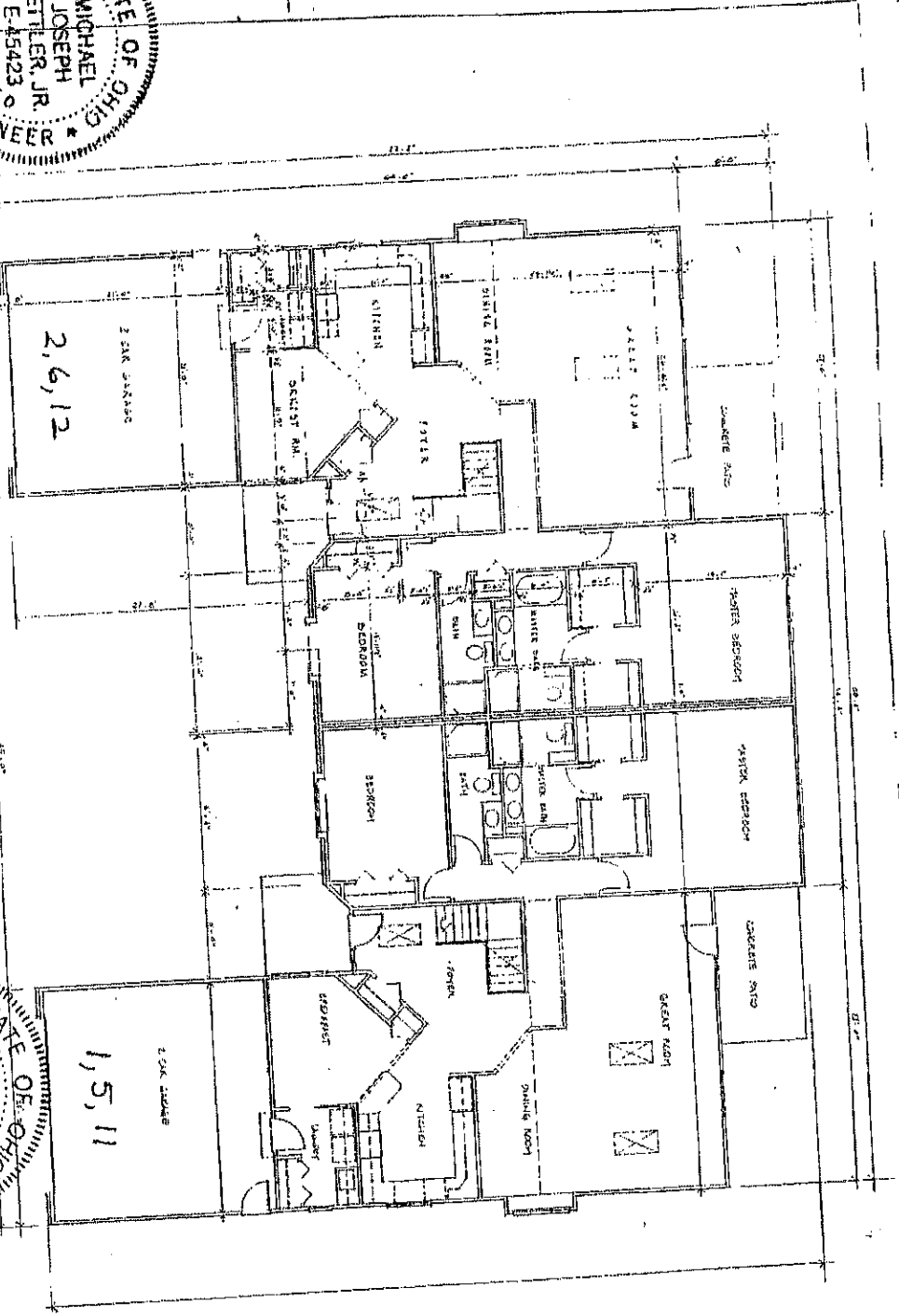
Bruce D. Conery

EX B-17

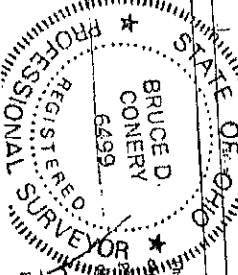


The undersigned Licensed Professional Engineer certifies that this drawing graphically shows the particular of the building represented in the drawing as proposed, not yet completed.

Michael J. Hettler, Jr.
Michael J. Hettler, Jr., PE



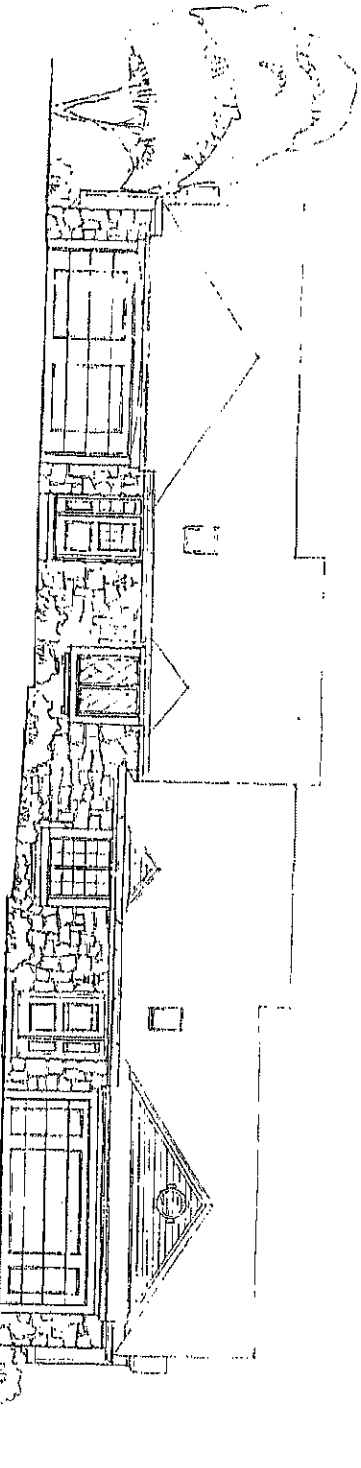
1/2" = 1'-0"
Scale 1/16" = 1'-0"



The undersigned Licensed Professional Surveyor certifies that this drawing graphically shows the particular of the building represented in the drawing as proposed, not yet completed.

Bruce D. Conery
Bruce D. Conery, P.S.

EX B-18



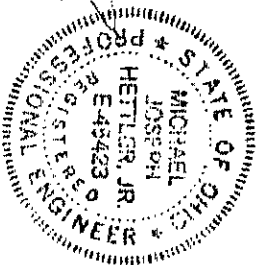
FRONT ELEVATION
SIDEWALK / BRIDGEWATER

2,6,12

1,5,11

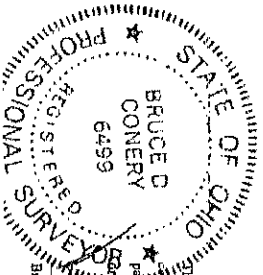
The undersigned licensed Professional Engineer certifies that this drawing graphically shows the particulars of the building represented in the drawing as proposed and/or completed.

Michael J. Heider, Jr., PE



The undersigned licensed Professional Surveyor certifies that this drawing graphically shows the particulars of the building represented in the drawing as proposed, not yet completed.

Bruce D. Conery, FS



Eight additional buildings are to be constructed in phase I containing the following units: 1&2, 5&6, 11&12, 3&4, 7&8, 18&19, 13, 14, 15, 16&17. All units are ranch style, two bedroom, residential dwellings with the exception of units 7, 17, 19 which are two story, three bedroom, residential dwellings. All buildings shall be of wood frame construction and concrete block foundation. All units will contain basements. The exterior shall be constructed of cedar siding, brick and stone and the roof shall be of asphalt shingles.

NARRATIVE DESCRIPTION OF BUILDING & UNITS

EXHIBIT "C"

Description of a 14.567 Acre Tract

October 6, 1993

President Bruce D. Conroy, P.S.

Canton, Ohio 44709

Situated in the Township of Jackson, County of Stark, and State of Ohio and known as being part of the Southeast Quarter of Section 22 (T-11, R-9), more fully bounded and described as follows, to-wit: Beginning at a Standard County Monument found at the common northwest corner of Lots 269 and 270 in the Estates of Glenmoor Subdivision No. 5, as recorded in Plat Book 57 page 119 of the Stark County Plat Records, said monument also being on the west line of said Southeast Quarter and the true place of beginning for the tract of land herein described;

1. Thence N05°52'23"E along said Quarter Section line a distance of 336.76 feet to a 5/8 inch iron bar set at a corner of a tract of land now or formerly owned by F. Scheetz;

2. Thence S84°43'13"E along a south line of said F. Scheetz tract a distance of 124.61 feet to a 1/2 inch iron bar with H. & A. cap found;

3. Thence N05°53'03"E along an east line of said Scheetz tract a distance of 400.13 feet to a 3/4 inch iron bar found at the southwest corner of a tract of land now or formerly owned by H.M. Scheetz;

4. Thence S84°40'13"E along the south line of said H.M. Scheetz tract and the south line of a tract of land now or formerly owned by R. & E. Smith, a distance of 453.08 feet to a 1/2 inch iron bar with H. & A. cap found;

5. Thence N05°15'39"E along the east line of said Smith tract a distance of 283.55 feet to a point in Yost Avenue N.W. a 40 foot public right-of-way, passing over a 1/2 inch iron bar found at 279.65 feet;

6. Thence S84°41'40"E in said Yost Avenue a distance of 121.62 feet to a point at a northwest corner of a tract of land now or formerly owned by J. & D. Roberts;

7. Thence S05°14'07"W along the west line of said Roberts tract, a distance of 266.08 feet to a 1/2 inch iron bar with H. & A. cap found at 3.48 feet;

8. Thence S84°44'34"E along the south line of said Roberts tract a distance of 127.89 feet to a 5/8 inch iron bar set;
9. Thence S04°01'14"W a distance of 170.00 feet to a 5/8 inch iron bar set;
10. Thence S77°58'37"E a distance of 302.00 feet to a 5/8 inch iron bar set;
11. Thence S83°11'40"E a distance of 142.00 feet to a 5/8 inch iron bar set on the west line of Armandale Avenue N.W., a variable width private right-of-way;
12. Thence on the west line of said Armandale Avenue on a curve to the right having a central angle of 29°56'38", a radius of 220.00 feet, a tangent of 58.83, a chord of 113.67 feet, and a chord bearing of S20°33'10"W, an arc length of 114.98 feet to a 5/8 inch iron bar set at a point of tangency;
13. Thence S35°31'29"W on the west line of said Armandale Avenue a distance of 56.09 feet to a 5/8 inch iron bar set at a point of curvatures;
14. Thence along said Armandale Avenue on a curve to the right having a central angle of 77°19'27", a radius of 25.00 feet, a tangent of 20.00 feet, a chord of 31.24 feet, and a chord bearing of S74°11'12"W, an arc length of 33.74 feet to a 5/8 inch iron bar set at a point of reverse curvatures;
15. Thence along said Armandale Avenue on a curve to the left having a central angle of 16°59'06", a radius of 225.00 feet, a tangent of 33.60 feet, a chord of 66.46 feet, and a chord bearing of N75°38'39"W, an arc length of 66.70 feet to a 5/8 inch iron bar set at a point of tangency;
16. Thence N84°08'10"W along said Armandale Avenue a distance of 115.42 feet to a 5/8 inch iron bar set at a point of curvatures;

17. Thence along said Armadale Avenue on a curve to the left having a central angle of 67°30'54", a radius of 375.00 feet, a tangent of 250.64 feet, a chord of 416.76 feet, and a chord bearing of S62°06'23"W, an arc length of 441.88 feet to a 5/8 inch iron bar set at a point of tangency;

18. Thence S28°20'56"W along said Armadale Avenue a distance of 263.43 feet to a 5/8 inch iron bar found at the northeast corner of lot 266 in said Glenmoor Subdivision No. 5;

19. Thence N61°40'57"W along the north line of said lot 266 and a northerly line of lot 267 in said Glenmoor Subdivision No. 5, a distance of 202.97 feet to a 1/2 inch iron bar with H & A cap found;

20. Thence N84°06'52"W along a northerly line of said lot 267 and the north line of lot 268 in said Glenmoor Subdivision No. 5 and the north line of said lot 269, a distance of 373.41 feet to the true place of beginning.

The above described tract of land contains 14.567 acres of land as surveyed under the supervision of Bruce D. Conery, P.S. No. 6499 of Buckeye Surveying Services, Inc., of Canton, Ohio, in August of 1993, and its part of a tract of land conveyed to Glenmoor Properties Limited Partnership by a deed recorded in Official Record 905 page 253 of the Stark County Deed Records.

Basis of Bearings: N84°41'40"W on the north line of the southeast Quarter of Section 22, Jackson Township, as per Official Record 905 page 253.

Subject to 3.5 feet off the most northerly end for right-of-way for Yost Street N.W.

Also subject to all legal highways, easements, leases, or other restrictions of record.

JAS220