

NINTH AMENDMENT TO DECLARATION
OF CONDOMINIUM OWNERSHIP FOR
ARROWHEAD BAY CONDOMINIUMS

200000015312
Filed for Record in
MAHONING COUNTY, OHIO
BRUCE E PAPALIA
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OR Book 4607 Page 14 - 28

Glenn J. Schwartz
Attorney at Law
Northwood Center
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Girard, OH 44420
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This will certify that copies of
this Amendment were filed in the
Office of the County Auditor,
Mahoning County, Ohio on

May 8, 2000
This Conveyance has Complied with Section 315.26.

Fee \$ _____ Receipt # 9995

Permittee Tax _____

Exempt _____ 58.00

By R. J. Schwartz
GEORGE J. TABLAK, COUNTY AUDIT

Phase 9
12 Units
281, 283, 285, 287,
321, 323, 325, 327,
401, 403, 405, 407

(C) The Developer and/or seller of the Units will minimally warrant for a two (2) year period the full cost of labor and materials or any repair or replacement of roof and structural components, and mechanical, electrical, plumbing and structural service elements serving the Condominium Property as a whole, occasioned or necessitated by a defect in material or workmanship and for a one (1) year period the full cost of labor and materials for any repair or replacement of structural, mechanical, or other elements pertaining to the Unit, occasioned or necessitated by a defect in material or workmanship commencing as follows:

(1) The two (2) year warranty shall commence for property submitted by the original Declaration on the date the deed is filed for record following the sale of the first condominium ownership interest in the property and for any Additional Property interest in the property to the Declaration on the date the deed is filed for record following the sale of the first condominium ownership interest in the Additional Property; in either case, to a purchaser in good faith for value.

(2) The one (1) year warranty shall commence on the date the deed is filed for record following the first sale of a condominium ownership interest to a purchaser in good faith for value.

IN the case of ranges, refrigerators, washing machines, clothes dryers, hot water heaters, and other similar appliances, if any, installed and furnished as part of the Unit by seller, seller hereby assigns to purchaser all of seller's right, title and interest in and to all express and implied warranties, if any, or the manufacturer in satisfaction of seller's obligation with respect to such appliances, and seller's warranty is limited to the installation, if any, of such appliances. All warranties made to the Developer or seller that exceed time periods specified above with respect to any part of the Unit or Common Areas and Facilities shall be assigned to the purchaser.

(D) The Developer will assume the rights and obligations of a Unit Owner in his capacity as owner of condominium ownership interests not yet sold, including, without limitation, the obligation to pay common expenses attaching to such interests, from the date the Declaration is filed for record.

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 3. Amendments. Provisions of these By-Laws 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 4. Definitions. The terms used in these By-Laws (except as herein otherwise expressly provided or unless the context otherwise requires) for all purposes of these By-Laws and of any amendment hereto shall have the respective meanings specified in Article I of the Declaration.
EXHIBIT "D"

In compliance with Section 5311.25 of the Ohio Revised Code, the Declarant hereby makes the following representations:

(A) Any deposits or downpayment made in connection with the sale will be held in trust or escrow until delivered at settlement or returned to or otherwise credited to the purchaser, or forfeited to the Developer, and that if a deposit or downpayment of Two Thousand Dollars (\$2,000.00) or more is held for more than ninety (90) days, interest at the rate of at least four percent (4%) per annum for any period exceeding ninety (90) days shall be credited to the purchaser, or added to any forfeiture to the Developer.

(B) Except in his capacity as a Unit Owner of unsold condominium ownership interest, the Developer or Agent will not retain a property interest in any of the Common Areas and Facilities after control of the condominium development is assumed by the Unit Owners Association, except that, in the case of a leasehold condominium development, he may retain the same interest in the Common Areas and Facilities as he retains in the entire condominium development and except that he may retain a property interest in recreational facilities furnished to Unit Owners or to Unit Owners and others under a contract entered into or renewed by the Unit Owners Association after Unit Owners other than the Developer have assumed control of the Association and except that the Developer may retain an interest consistent with the Declaration to insure ingress and egress, from and to the Common Areas and Facilities by the prospective Unit Owners in the Additional Property.

NINTH AMENDMENT TO DECLARATION
OF CONDOMINIUM OWNERSHIP FOR
ARROWHEAD BAY CONDOMINIUMS

WHEREAS, on May 13, 1993, Randy D. Walter dba RDW Company, a proprietorship, hereinafter referred to as "Declarant", submitted certain premises in the Village of Columbiana, Mahoning County, Ohio, to the provisions of Chapter 5311 of the Ohio Revised Code for condominium ownership by filing with the Mahoning County Recorder and Auditor the following documents: "Declaration of Condominium Ownership for Arrowhead Bay Condominiums" (hereinafter called "Declaration"); Exhibit "A" to the Declaration being an instrument entitled "By-Laws"; and Drawings of the buildings located on the premises which were certified by Matthew A. Hart, Registered Surveyor, and Richard Partica, Registered Engineer, and attached to the Declaration as Exhibit "B", (hereinafter called "Drawings"); and

WHEREAS, the Declaration and By-Laws were filed for record with the County Recorder of Mahoning County in Official Records Volume 1898, Page 149, et seq. of the County Records, and the Drawings were filed in Plat Volume 86, Pages 125 through 127, of the County Records of Mahoning County on May 13, 1993 and the First Amendment "Corrective Amendment" was recorded without Drawings in Official Records Volume 1910, Page 120, Mahoning County Records. The Second Amendment was recorded on August 15, 1994 in Official Record Volume 2331, Page 119 and Amendment Drawings were filed in Plat Volume 83, Pages 206

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through 218. The Third Amendment was recorded on September 19, 1995 in Official Record Volume 2659, Page 198 and the Third Amendment Drawings were filed in Plat Volume 90, Pages 77 through 79. The Fourth Amendment was recorded on May 29, 1996 in Official Record Volume 2895, Page 343 and the Fourth Amendment Drawings were filed in Plat Volume 91, Pages 166 through 171. The Fifth Amendment was recorded on June 19, 1997 in Official Record Volume 3278, Page 58 and the Fifth Amendment Drawings were filed in Plat Volume 93, Page 103. The Sixth Amendment was recorded on July 17, 1998 in Official Record Volume 3760, Pages 297 through 308 and the Sixth Amendment Drawings were filed in Plat Volume 95, Page 173 through 177. The Seventh Amendment was recorded on March 5, 1999 in Official Record Volume 4070, Pages 42 through 54 and the Seventh Amendment Drawings were filed in Plat Volume 96 Page 229 Mahoning County Record of Plats. The Eighth Amendment was recorded on December 29, 1999 in Official Record Volume 4461, Pages 64 through 76 and the Eighth Amendment Drawings were filed in Plat Volume 98, Pages 105 through 107 Mahoning County Records of Plats.

WHEREAS, Article XV of the Declaration reserves to Declarant 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.

NOW, THEREFORE, Declarant hereby declares as follows:

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1. All of the terms used herein which are defined in the Declaration shall be interpreted to have the same meaning as defined in the Declaration.
2. Declarant is the owner of Phase 9, Parcels 9A, 9B, 9C, 9D, 9E and 9F which, together with the Phase 9 Buildings and the Garage Buildings and all improvements thereon, all easements, rights and appurtenances belonging thereto, and all articles of personal property existing thereon for the common use of the Unit Owners, is hereby submitted to the provisions of Chapter 5311 and the provisions of the Declaration, as amended, and is hereby included in and made a part of the condominium property. The legal descriptions of Phase 9, Parcels 9A, 9B, 9C, 9D, 9E and 9F are attached hereto as Exhibit "A".
3. The Declaration is hereby amended in accordance with the provisions of Article XV in the following respects:
 - (A) Article IV is hereby deleted in its entirety and the following substituted therefor:

"ARTICLE IV

DESCRIPTION OF PROPERTY AND UNITS

1. GENERAL DESCRIPTION OF CONDOMINIUM PROPERTY:
 Until amended as provided in Article XV hereof, the Condominium Property consists of Phase 1, Parcel 1 and the Phase 1 Buildings, Phase 2, Parcel 2 and the Phase 2 Buildings, and Phase 3, Parcels 1 and 2 and the Parcel 3 Buildings, Phase 4, Parcels 4A and 4B and the Phase 4 Buildings and Phase 5, Parcels 5A and 5B and the Phase 5 Buildings, Phase 6, Parcels 6A and 6B

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and the Phase 6 Buildings, Phase 7, Parcels 7A and 7B and the Phase 7 Buildings, Phase 8, Parcel 8A and the Phase 8 Building and Phase 9, Parcels 9A, 9B, 9C, 9D, 9E and 9F and the Phase 9 Buildings and the Phase 9 ~~Buildings and other~~ improvements located thereon. The Units are described in detail as follows:

The Cherry: This Unit is a two bedroom Ranch Unit with an optional loft and optional deck, which contains a living room with two sided fireplace, dining room, kitchen with pantry and eating area, two full bathrooms, a laundry area, one double glass sliding door to an outside patio area and a double attached garage with storage area. The upstairs storage area can be converted into an additional bedroom. The living room, dining room, and master bedroom have vaulted ceilings.

The Ash: This Unit is a two bedroom townhouse Unit with a loft, which contains a living room with two sided fireplace, a dining room, kitchen with table area and pantry, laundry area, two full bathrooms together with an attached two car garage with storage area. The upstairs storage area can be converted into an additional bedroom. The living room, dining room and master bedroom have vaulted ceilings.

The Linden: This Unit is a two bedroom ranch Unit with an optional loft, den and/or bedroom upstairs, which contains a living room with a two sided fireplace, two downstairs bedrooms, two bathrooms with an optional third bathroom upstairs together with an attached two car garage with storage area. The living

room, dining room and master bedroom have vaulted ceilings.

The Maple: This Unit is a single floor plan three bedroom Unit containing a living room with optional fireplace, dining room and kitchen with a built-in counter eating area and two full baths, a laundry room, patio and a designated unattached single car garage. The second floor Spruce Units have vaulted ceilings, two quarter round windows, and an enclosed foyer.

The Spruce: This Unit is a single floor plan two bedroom Unit with a living room, a dining room with optional fireplace, a kitchen with a built-in counter eating area, two full baths, a laundry room, patio and a designated unattached single car garage. The second floor Spruce Units have vaulted ceilings and an enclosed foyer.

The Oak: This is the townhouse loft three bedroom Unit which contains a kitchen with a built-in counter eating area, pantry closet, a half bath downstairs with a combined laundry room/storage area attached to the kitchen; the Unit has a living room with an optional fireplace, a dining room with a double attached garage and a patio on the first floor; the second floor contains three bedrooms and a loft area overlooking the living room, two full baths and a storage room; the master bedroom has a large walk-in closet.

The Cypress M/Cypress L: This is the townhouse unit with a loft, two or three bedrooms, a kitchen with a built-in counter eating area, pantry closet, a half bath downstairs, a laundry room, and a furnace room with storage area attached to the

kitchen; the unit has a living room with a patio and a dining room on the first floor as well as a double attached garage; the second floor contains two or three bedrooms and a loft area overlooking the living room, two full baths and a storage area; the master bedroom has a large walk-in closet.

The Beech/Beech Loft: This unit is a two bedroom Ranch Unit with an optional small or large loft which contains a living room with optional fireplace, dining room, kitchen with pantry and two full bathrooms, a laundry area, one double glass sliding door to an outside patio area and a double attached garage with storage area. The living room, dining room, bath and bedrooms have vaulted ceilings.

The Beech II: This Unit is a ranch model with the master bedroom and a second guest bedroom downstairs. Also, on the first floor is the kitchen with pantry and snack bar, dining room, living room, laundry, private deck and attached two car garage. Optionally, upstairs you can add a loft/den and a third bedroom over the garage. The Unit features vaulted ceilings, one skylight, arched windows and optional first floor fireplace.

The Redwood: This Unit is a split-ranch model with the master bedroom downstairs. Also, on the first floor is the kitchen with a pantry and snack bar, living room, laundry, private deck and attached two car garage. Upstairs is a loft, walk in storage area, second bedroom and an optional third bedroom. The Unit features vaulted ceilings, one skylight, arched windows and an optional first floor or loft fireplace.

The Birch U: This Unit is a single floor plan upstairs with two bedrooms, living room, dining room, kitchen with built-in snack bar, one and one-half or two baths, laundry room, patio and single attached garage. This Unit features all vaulted ceilings, kitchen pantry, an arched patio window and one skylight in the master bath.

The Birch D: This Unit is a single floor plan downstairs with two bedrooms, living room, dining room, kitchen with built-in snack bar, one and one-half or two baths, laundry room, patio and single attached garage. This Unit features vaulted ceilings in the master bedroom and bath, kitchen pantry and one skylight in the master bath.

The Cedar: This Unit is a two bedroom townhouse unit with second floor loft which contains a kitchen with built-in snack bar, one or two and one-half baths, living room, dining room, laundry room upstairs, patio and single attached garage. This Unit features vaulted ceilings upstairs in the loft and both bedrooms and an arched patio window, two quarter round windows upstairs, kitchen pantry and one skylight in the master bath.

The Poplar S - Poplar M: These are ranch models with two bedrooms, two full baths and a single car attached garage with extra large storage area. Downstairs is a kitchen with built-in counter eating area, pantry closet, furnace room, laundry room, dining room and living room with sliding glass door to an outside patio. A fireplace is option in the living room. Also found on the first floor are two full baths with skylights, two

bedrooms with walk-in closets and a large entry tiled foyer. Upstairs is unfinished storage in the Poplar S or a large finished loft with closet in the Poplar M.

The Hickory: This is a townhouse model with loft, two bedrooms and a double car attached garage. Downstairs is a kitchen with built-in counter eating area, pantry closet, half bath, furnace room, dining room and living room with sliding glass door to an outside patio. A fireplace is optional in the living room. Upstairs is found two bedrooms, one or two full baths with skylight, loft overlooking the living room, laundry room with storage area, and a small desk/computer area. Both bedrooms, the loft and both bathrooms have vaulted ceilings.

Garage Condominiums: Commencing with this, the Ninth Amendment to the Condominium Declarant has created a new class of condominium units the "Garage Condominiums". Each Garage Condominium is a single car garage with interior dimensions of approximately 12' by 21' with drywall interior, electrical service, an overhead garage door and optional electric garage door opener. The Garage Condominium exists of a total of 23 units in a total of 9 free standing buildings. The buildings are designated as Phase 9 Garage Buildings on the drawings. The Garage Buildings and Unit numbers are shown graphically on the drawings and the Article V(2) hereof. Each Garage Condominium has approximately the same dimension and the interior space of each garage will not be included in the total square footage of the Residential Condominium Units. However, each Garage

BUILDING NO. 2:

117 S. Bayshore Dr.,	Unit 1	1,740	1.0859%
115 S. Bayshore Dr.,	Unit 2	2,089	1.3037%
113 S. Bayshore Dr.,	Unit 3	2,089	1.3037%
111 S. Bayshore Dr.,	Unit 4	1,533	0.9567%

BUILDING NO. 3:

127 S. Bayshore Dr.,	Unit 1	1,620	1.0110%
125 S. Bayshore Dr.,	Unit 2	1,305	0.8144%
123 S. Bayshore Dr.,	Unit 3	1,305	0.8144%
121 S. Bayshore Dr.,	Unit 4	1,620	1.0110%

BUILDING NO. 4:

137 S. Bayshore Dr.,	Unit 1	1,871	1.1675%
135 S. Bayshore Dr.,	Unit 2	1,530	0.9548%
133 S. Bayshore Dr.,	Unit 3	1,530	0.9548%
131 S. Bayshore Dr.,	Unit 4	1,727	1.0778%

BUILDING NO. 5:

201 Bayshore Ave.,	Unit 1	1,475	0.9205%
201 Bayshore Ave.,	Unit 2	1,475	0.9205%
201 Bayshore Ave.,	Unit 3	1,874	1.1695%
201 Bayshore Ave.,	Unit 4	1,874	1.1695%
201 Bayshore Ave.,	Unit 5	1,269	0.7920%
201 Bayshore Ave.,	Unit 6	1,269	0.7920%

BUILDING NO. 6:

219 N. Bayshore Dr.,	Unit 1	1,727	1.0778%
217 N. Bayshore Dr.,	Unit 2	1,428	0.8912%
215 N. Bayshore Dr.,	Unit 3	1,754	1.0946%
213 N. Bayshore Dr.,	Unit 4	1,871	1.1676%

BUILDING NO. 7:

226 N. Bayshore Dr.,	Unit 1	2,418	1.5090%
224 N. Bayshore Dr.,	Unit 2	2,089	1.3037%
222 N. Bayshore Dr.,	Unit 3	2,287	1.4273%
220 N. Bayshore Dr.,	Unit 4	1,533	0.9567%

BUILDING NO. 8:

221 N. Bayshore Dr.,	Unit 1	1,535	0.9560%
223 N. Bayshore Dr.,	Unit 2	1,255	0.7832%
225 N. Bayshore Dr.,	Unit 3	1,235	0.7707%
227 N. Bayshore Dr.,	Unit 4	1,235	0.7707%
229 N. Bayshore Dr.,	Unit 5	1,255	0.7832%
231 N. Bayshore Dr.,	Unit 6	1,535	0.9580%

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Condominium Unit will be assessed a monthly common area charge, initially Five Dollars (\$5.00) per month, as may be adjusted in the future by the Homeowner's Association.

Only Declarant and Owners in fee of Residential Condominium Units will be entitled to take title to a Garage Condominium Unit and all such owners will be assessed the Garage Condominium monthly common area maintenance fee.

The property also includes all easements, rights and appurtenances belonging thereto, and all particles of personal property existing thereon for the common use of the Unit Owners.

The Residential Condominium Buildings are designated as Buildings 1, 2, 3, 4, 5, 6, 7, 8, 9, 10, 11, 12, 13, 14, 15, 16, 17, 18, 19, 20 and 21 on the Drawings and are of traditional western reserve style architecture. The particular location, layout, dimensions and particulars of each Unit and the Common Areas and Facilities surrounding each Unit are shown graphically on the Drawings."

ARTICLE V(2) entitled "OWNERSHIP OF COMMON AREAS AND FACILITIES" is hereby amended by deleting the percentage of interest of each Unit in the Common Areas and facilities contained therein in its entirety and substituting the following therefor:

<u>ADDRESS</u>	<u>UNIT SIZE</u>	<u>PERCENTAGE OF OWNERSHIP</u>
<u>BUILDING NO. 1:</u>		
101 Bayshore Ave., Unit 1	1,533	0.9567%
103 Bayshore Ave., Unit 2	2,021	1.2613%
105 Bayshore Ave., Unit 3	2,021	1.2613%
107 Bayshore Ave., Unit 4	1,533	0.9567%
	10	

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BUILDING NO. 9:

247 N. Bayshore Dr.,	Unit 1	1,727	1.0778%
245 N. Bayshore Dr.,	Unit 2	1,428	0.8912%
243 N. Bayshore Dr.,	Unit 3	1,428	0.8912%
241 N. Bayshore Dr.,	Unit 4	1,871	1.1676%

BUILDING NO. 10:

276 N. Bayshore Dr.,	Unit 1	2,418	1.5090%
274 N. Bayshore Dr.,	Unit 2	2,638	1.6463%
272 N. Bayshore Dr.,	Unit 3	2,638	1.6463%
270 N. Bayshore Dr.,	Unit 4	2,418	1.5090%

BUILDING NO. 11:

281 N. Bayshore Dr.,	Unit 1	1,620	1.0110%
283 N. Bayshore Dr.,	Unit 2	1,540	0.9611%
285 N. Bayshore Dr.,	Unit 3	1,305	0.8144%
287 N. Bayshore Dr.,	Unit 4	1,620	1.0110%

BUILDING NO. 12:

261 N. Bayshore Dr.,	Unit 1	1,535	0.9580%
263 N. Bayshore Dr.,	Unit 2	1,255	0.7832%
265 N. Bayshore Dr.,	Unit 3	1,235	0.7707%
267 N. Bayshore Dr.,	Unit 4	1,235	0.7707%
269 N. Bayshore Dr.,	Unit 5	1,255	0.7832%
271 N. Bayshore Dr.,	Unit 6	1,535	0.9580%

BUILDING NO. 13:

321 N. Bayshore Dr.,	Unit 1	1,620	1.0110%
323 N. Bayshore Dr.,	Unit 2	1,540	0.9611%
325 N. Bayshore Dr.,	Unit 3	1,540	0.9611%
327 N. Bayshore Dr.,	Unit 4	1,620	1.0110%

BUILDING NO. 14:

307 N. Bayshore Dr.,	Unit 1	1,871	1.1676%
305 N. Bayshore Dr.,	Unit 2	1,530	0.9548%
303 N. Bayshore Dr.,	Unit 3	1,530	0.9548%
301 N. Bayshore Dr.,	Unit 4	1,727	1.0778%

BUILDING NO. 15:

326 N. Bayshore Dr.,	Unit 1	2,418	1.5090%
324 N. Bayshore Dr.,	Unit 2	2,458	1.5340%
322 N. Bayshore Dr.,	Unit 3	2,458	1.5340%
320 N. Bayshore Dr.,	Unit 4	2,418	1.5090%

BUILDING NO. 16:

376 N. Bayshore Dr.,	Unit 1	2,138	1.3343%
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12

374 N. Bayshore Dr., Unit 2 2,178 1.3592%
 372 N. Bayshore Dr., Unit 3 1,810 1.1296%
 370 N. Bayshore Dr., Unit 4 1,770 1.1046%

BUILDING NO. 17:

347 N. Bayshore Dr., Unit 1 2,060 1.2856%
 345 N. Bayshore Dr., Unit 2 1,956 1.2207%
 343 N. Bayshore Dr., Unit 3 1,956 1.2207%
 341 N. Bayshore Dr., Unit 4 2,060 1.2856%

BUILDING NO. 18:

361 N. Bayshore Dr., Unit 1 1,535 0.9580%
 363 N. Bayshore Dr., Unit 2 1,255 0.7832%
 365 N. Bayshore Dr., Unit 3 1,235 0.7707%
 367 N. Bayshore Dr., Unit 4 1,235 0.7707%
 369 N. Bayshore Dr., Unit 3 1,255 0.7832%
 371 N. Bayshore Dr., Unit 4 1,535 0.9580%

BUILDING NO. 19:

381 N. Arrowhead Bay, Unit 1 1,535 0.9580%
 383 N. Arrowhead Bay, Unit 2 1,255 0.7832%
 385 N. Arrowhead Bay, Unit 3 1,235 0.7707%
 387 N. Arrowhead Bay, Unit 4 1,235 0.7707%
 389 N. Arrowhead Bay, Unit 5 1,255 0.7832%
 391 N. Arrowhead Bay, Unit 6 1,535 0.9580%

BUILDING NO. 20:

401 N. Arrowhead Bay, Unit 1 2,060 1.2856%
 403 N. Arrowhead Bay, Unit 2 1,742 1.0871%
 405 N. Arrowhead Bay, Unit 3 1,742 1.0871%
 407 N. Arrowhead Bay, Unit 4 1,960 1.2232%

BUILDING NO. 21:

420 N. Bayshore Dr., Unit 1 2,758 1.7212%
 422 N. Bayshore Dr., Unit 2 2,638 1.6463%
 424 N. Bayshore Dr., Unit 3 2,418 1.5090%

TOTAL SQUARE FOOTAGE RESIDENTIAL CONDOMINIUMS: 153,917

The Garage Condominiums are identified as follows:

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PERCENTAGE OF
 TOTAL TOTAL
 GARAGE
COMMON AREA

GARAGE BUILDING 1: UNIT DESCRIPTION

199 S. Bayshore Dr., AHB EG#1-1 4.3478%
 199 S. Bayshore Dr., AHB EG#1-2 4.3478%
 199 S. Bayshore Dr., AHB EG#1-3 4.3478%

GARAGE BUILDING 2:

209 N. Bayshore Dr., AHB EG#2-1
 209 N. Bayshore Dr., AHB EG#2-2

4.3478%
 4.3478%

GARAGE BUILDING 3:

299 N. Bayshore Dr., AHB EG#3-1
 299 N. Bayshore Dr., AHB EG#3-2
 299 N. Bayshore Dr., AHB EG#3-3
 299 N. Bayshore Dr., AHB EG#3-4

4.3478%
 4.3478%
 4.3478%
 4.3478%

GARAGE BUILDING 4:

129 S. Bayshore Dr., AHB EG#4-1
 129 S. Bayshore Dr., AHB EG#4-2

4.3478%
 4.3478%

GARAGE BUILDING 5:

211 N. Bayshore Dr., AHB EG#5-1
 211 N. Bayshore Dr., AHB EG#5-2

4.3478%
 4.3478%

GARAGE BUILDING 6:

399 N. Bayshore Dr., AHB EG#6-1
 399 N. Bayshore Dr., AHB EG#6-2

4.3478%
 4.3478%

GARAGE BUILDING 7:

337 N. Arrowhead Bay, AHB EG#7-1
 337 N. Arrowhead Bay, AHB EG#7-2
 337 N. Arrowhead Bay, AHB EG#7-3

4.3478%
 4.3478%
 4.3478%

GARAGE BUILDING 8:

339 N. Bayshore Dr., AHB EG#8-1
 339 N. Bayshore Dr., AHB EG#8-2
 339 N. Bayshore Dr., AHB EG#8-3

4.3478%
 4.3478%
 4.3478%

GARAGE BUILDING 9:

419 N. Bayshore Dr., AHB EG#9-1
 419 N. Bayshore Dr., AHB EG#9-2

4.3478%
 4.3478%

(C) The Drawings are hereby amended by adding thereto

and making a part thereof the Drawings (hereinafter called

"Ninth Amendment Drawings" prepared and certified by Matthew A.

Hart, Registered Surveyor, and Stephen Berry, Registered

Architect, in accordance with Chapter 5311 of the Ohio Revised

Code, relating to the Phase 9 Buildings and all other improvements thereon, which Ninth Amendment Drawings are identified as Exhibit "B" and attached to this Ninth Amendment.

Except as specifically hereinafter amended, all of the provisions of the Declaration and Amendments and the By-Laws, and the Drawings, shall be and hereby are declared to remain in full force and effect.

IN WITNESS WHEREOF, Randy D. Walter dba RDW Company, a proprietorship, as Declarant, has caused this instrument to be executed this 4th day of May, 2000.

WITNESSES:

Randy Venetzi
PATRIK J. VENNETTI

Lisa M. Reardon
LISA M. REARDON

STATE OF OHIO)
COUNTY OF MAHONING) SS:

Randy D. Walter
RANDY D. WALTER
dba RDW COMPANY

BEFORE ME, a Notary Public in and for said County and State, personally appeared the above named Randy D. Walter dba RDW Company, a proprietorship, who acknowledged that he did sign the foregoing instrument and that such signing was his free act and deed.

IN TESTIMONY WHEREOF, I have hereunto set my hand and official seal at Boardman, Ohio, this 4th day of May, 2000.

Lisa M. Reardon
Notary Public

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LISA M. REARDON, Notary Public
My Commission Expires
November 25, 2003