

Recorded 7/31/01  
as Inst No. 200120507

**NO TRANSFER  
REQUIRED**

1-31-pe

**SPECIAL AMENDMENT TO DECLARATION  
OF CONDOMINIUM OWNERSHIP  
WINSLOW ESTATES CONDOMINIUMS**

**JANET ESPOSITO  
AUDITOR**

MIDLAND TITLE SECURITY, INC.

NO. 17-900 207

THIS SPECIAL AMENDMENT TO DECLARATION ("Special Amendment") is made pursuant to Chapter 5311 Ohio Revised Code and pursuant to Article XI I (entitled "Corrections") of the Amended Declaration (referred to below) by Ohio Land Development (Aurora), Inc., an Ohio corporation, having its principal office at 516 East Washington Street, Chagrin Falls, Ohio 44022.

WHEREAS, the Declaration of Condominium Ownership for Winslow Estates Condominiums, City of Aurora, Portage County, Ohio (the "Declaration") was recorded on April 28, 1997 in Volume 192, Pages 979 to 1006 of Portage County Records; and

WHEREAS, the Declaration was amended by the Amended Declaration of Condominium Ownership for Winslow Estates Condominiums, Aurora, Ohio (the "Amended Declaration") recorded on February 20, 1998 in Volume 272, Pages 108 to 133 of Portage County Records, and a Second Amendment (the "Second Amendment") recorded on December 21, 2000 in Volume 593, Pages 132 to 135 of Portage County Records. The Amended Declaration replaced the Declaration; and

WHEREAS, it is desired by this Special Amendment to clarify certain provisions of the Amended Declaration and to bring the Amended Declaration into compliance with Chapter 5311 of the Ohio Revised Code (referred to in the Amended Declaration as the "Condominium Act").

NOW THEREFORE, Ohio Land Development (Aurora), Inc., as Declarant, states (capitalized terms not otherwise defined herein shall have the meanings ascribed to them in the Amended Declaration):

**Section 1**

The following paragraph, designated VI(A)(4), is hereby added to Article VI(A) of the Amended Declaration, "General Description of the Condominium".

"(A)(4) Residential Units now existing or hereafter erected on the Condominium Property have or shall have one, one and one-half and two stores, optional basements, and approximate areas of 2,700 to 3,350 square feet with five to seven rooms and exterior decks. The Units will be of wood frame construction with stone and vinyl siding exteriors, asphalt roof covering, and drywall. Drawings of four basic Units are attached hereto and incorporated herein as Exhibits A-1, A-2, A-3 and A-4.

RECEIVED FOR RECORD  
TAX MAP DEPT.

BY JM DATE 7-30-2001

## Section 2

Article X-A of the Amended Declaration is deleted, and the following is substituted in lieu thereof:

### X - ADDITIONS TO CONDOMINIUM PROPERTY

Declarant contemplates constructing certain residential structures and other improvements on the Additional Property (the term "Additional Property" is referred to as "Additional Parcel" in the Amended Declaration, but is referred to herein and in the Condominium Act as "Additional Property") and submitting the Additional Property together with the Units and other improvements to be constructed thereon (being hereinbefore defined as the "Additional Property Units") and all easements, rights and appurtenances belonging thereto, and all articles of personal property existing for the common use of the Unit Owners to the provisions of the Amended Declaration and the Condominium Act, so the same will become in all respects part of the Condominium Property. Declarant's right to submit the Additional Property and the Additional Property Units to be constructed thereon to the provisions of the Amended Declaration and the Condominium Act shall be in accordance with the following provisions:

(A) Declarant hereby reserves the right and option, but not the obligation, to submit the Additional Property, or any portion or portions thereof, in one (1) or more submissions, together with the Additional Property Units which may be constructed thereon, all easements, rights and appurtenances belonging thereto, and all articles of personal property existing for the common use of the Unit Owners to the provisions of the Amended Declaration and the Condominium Act.

(B) Except as otherwise provided in this Article X A and the Condominium Act, there are no limitations on Declarant's right and option to expand the Condominium Property to include the Additional Property and there is no requirement for the consent of Unit Owners to such expansion.

(C) Declarant has a period of seven (7) years after the date the Amended Declaration is filed for record to expand the Condominium Property to include the Additional Property. The Declarant has the option to renew the initial seven (7) year period for an additional seven (7) year period, exercisable within six (6) months prior to expiration of the initial seven (7) year period, provided that a majority of the Unit Owners; other than the Declarant, consents to such a renewal. Other than the expiration of the time limits set forth above, there are no circumstances that will terminate the Declarant's right to expand the Condominium Property to include the Additional Property.

(D) A metes and bounds legal description of the Additional Property is set forth in Exhibit "B" hereof.

(E) The Declarant is not obligated to expand the Condominium Property to include all or any portion of the Additional Property.

(F) The Declarant has the right to expand the Condominium Property to include the Additional Property, or any portion thereof, in one (1) or more submissions. There are no limitations fixing the boundaries of the portions of the Additional Property that the Declarant may submit to the Condominium Property and there are no limitations on the order in which portions of the Additional Property may be submitted to the Condominium Property.

(G) Except for private deed restrictions, if any, and except for the requirements of the governmental authorities having jurisdiction over the same, including the zoning and building requirements of the City of Aurora, there are no limitations as to the location of any improvements that may be made on any portion of the Additional Property.

(H) The Declarant anticipates constructing a total of sixty-six (66) Units on the Condominium Property and the Additional Property at the rate of 2.4 Units per acre.

(I) The Units to be constructed on the Additional Property are restricted exclusively to residential use and related common purposes for which the Condominium Property was designed.

(J) Although the Declarant anticipates that the Additional Property Units shall be compatible with the previously submitted Units with respect to quality of construction, principal materials to be used and architectural style, the Additional Property Units need not be compatible with the previously submitted Units with respect to the foregoing.

(K) The Declarant is not obligated to construct improvements on the Additional Property. Except for private deed restrictions, if any, and except for the requirements of the governmental authorities having jurisdiction over the same, including the zoning and building requirements of the City of Aurora, there are no restrictions or limitations upon the improvements that may be made upon the Additional Property.

(L) Although the Declarant anticipates that the Units to be constructed on the Additional Property will be substantially identical to the previously submitted Units, the Additional Property Units need not be substantially identical to the previously submitted Units. Except for private deed restrictions, if any, and except for the requirements of the governmental authorities having jurisdiction over the types of Units to be constructed on the Additional Property, including the zoning and building requirements of the City of

Aurora, there are no limitations on the types of Units that may be constructed on the Additional Property.

(M) The Declarant is not reserving any right to either create Limited Common Areas and Facilities within any portion of the Additional Property (except for the Limited Common Areas and Facilities referred to in Article VII C. of the Amended Declaration) or to designate Common Areas and Facilities within the Additional Property or any portion thereof that may subsequently be assigned as Limited Common Areas and Facilities.

(N) The Declarant reserves the right to assign its rights and options to expand the Condominium Property to include the Additional Property, or any portion thereof (and other rights reserved by the Declarant), to any successor of the Declarant who stands in the same relationship to the Condominium Development as the Declarant and to the holder of a first mortgage on the Condominium Development as additional security for the note secured by such mortgage. If the holder of a first mortgage thereafter acquires title to the Additional Property, such holder shall have the right to assign its right to expand the Condominium Property (and other rights reserved by the Declarant) to a person acquiring the Additional Property from such holder.

(O) At the time or times Declarant expands the Condominium Property to include the Additional Property, or any portion or portions thereof, the Declarant shall submit with the amendment to the Amended Declaration expanding the Condominium Property such drawings of the Additional Property being submitted as are required by Section 5311.07 of the Act to show graphically, insofar as is possible, all the particulars of the land, Units and other improvements, including, but not limited to, the layout, location and dimensions of the Common Areas and Facilities and Limited Common Areas and Facilities, for the Additional Property, or portion thereof, being submitted.

(P) The Declarant reserves the right to amend the Amended Declaration in the manner provided in Article X thereof, in such respects as the Declarant may deem advisable in order to effectuate the provisions of this Article X-A including, without limiting the generality of the foregoing, the right to amend the Amended Declaration to do the following:

(1) To include the Additional Property, or any portion or portions thereof, and the improvements constructed thereon as part of the Condominium Property;

(2) To include descriptions of the Additional Property and the Additional Property Units in the Amended Declaration and to add drawings of the Additional Property and Additional Property Units to the Drawings; and

(3) To provide that the Owners of the Additional Property Units shall have an interest in the Common Areas and Facilities of the Condominium Property and to amend Exhibit "C" of the Amended Declaration (the Schedule of Percentage Interests in the Common Areas and Facilities) so as to establish the percentage of interest in the Common Areas and Facilities which the Owners of all Units within the Condominium Property will have at the time of such amendment, which percentage shall be, with respect to each Unit, in the proportion that the Par Value of each Unit on the date said amendment is filed for record bears to the then aggregate Par Value of all the Units within the Condominium Property, which determination shall be made by Declarant and shall be conclusive and binding upon all Unit Owners.


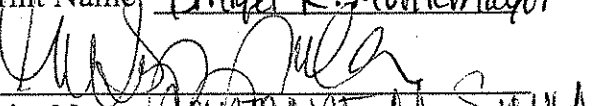
(Q) Declarant reserves the right to file an instrument in recordable form expressing its intention not to submit the Additional Property or any portion thereof to the provisions of the Amended Declaration and the filing of such an instrument will be conclusive proof of such removal of the Additional Property or any portion thereof from the operation of the Amended Declaration; provided, however, that such filing will not in any way affect any easements created by the Declaration or otherwise for the benefit of the previously submitted phases or the Additional Property. Declarant reserves the right to develop all or any portion of the Additional Property independently of the Condominium Property for residential dwellings which need not be made subject to the Amended Declaration.

Section 3

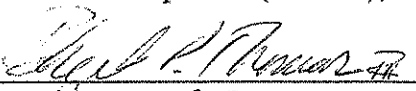
Except as herein amended all terms, provisions, covenants, restrictions and conditions of the Amended Declaration, as previously amended, shall continue in full force and effect as if fully restated herein.

IN WITNESS WHEREOF, this Ohio Land Development (Aurora), Inc. as Declarant has caused this Special Amendment to the Declaration of Condominium Ownership for Winslow Estates Condominiums to be executed on the 19<sup>th</sup> day of July, 2001.

In The Presence Of:

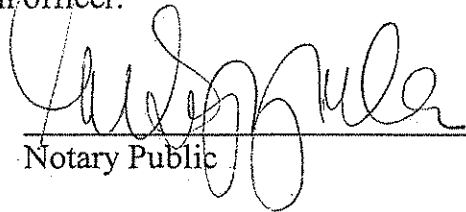
  
Print Name: Bridget R. Montemayor  
  
Print Name: CONSTANCE M. SPITZER

Ohio Land Development (Aurora), Inc.

By:   
Name: ROBERT P. THOMAS III  
Title: V. P.

STATE OF OHIO        )  
                              )  
                              )        ss:  
GEAUGA COUNTY        )

BEFORE ME, a Notary Public in and for said County and State, personally appeared Robert P. Thomas III, Vice President, of Ohio Land Development (Aurora), Inc., an Ohio corporation, who being duly sworn acknowledged that he did sign the foregoing instrument as the free act and deed of Ohio Land Development (Aurora), Inc. and his free act and deed personally and as such officer.

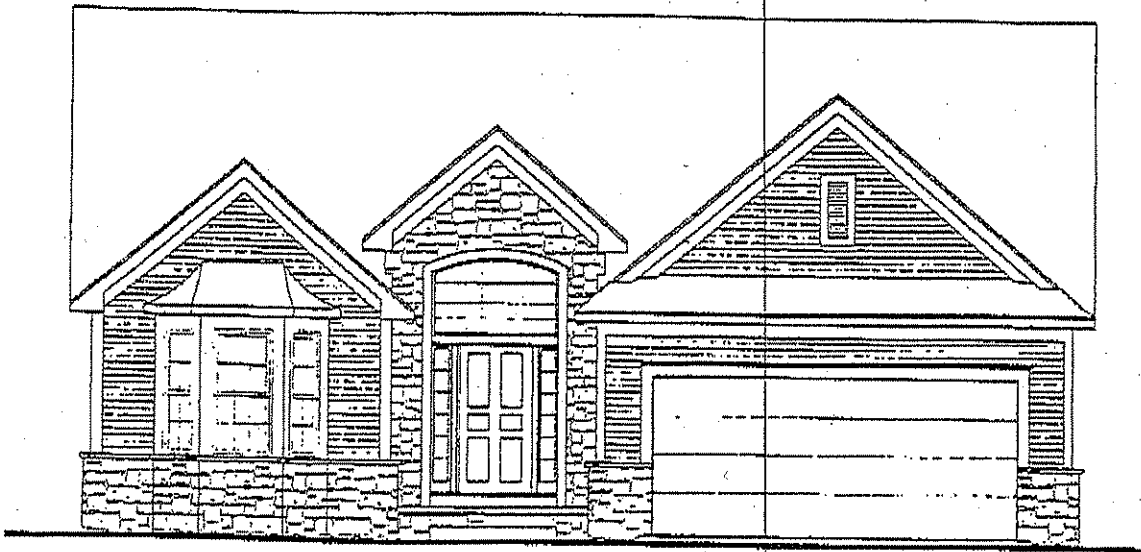
  
\_\_\_\_\_  
Notary Public

CONSTANCE M. SYGULA  
Notary Public  
State of Ohio (Summit City.)  
My Commission Expires April 24, 2002

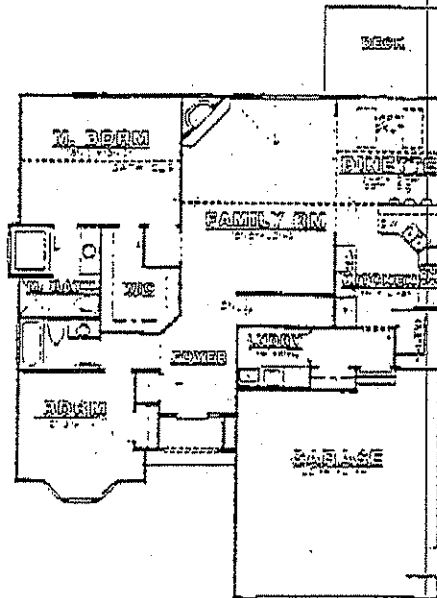
This Instrument Prepared By:

Richard A. Rosner, Attorney At Law  
Kahn, Kleinman, Yanowitz & Arnson Co., L.P.A.  
Suite 2600, Tower At Erieview  
1301 East Ninth Street  
Cleveland, Ohio 44114-1824  
(216) 696-3311

# Normandy



SQUARE FOOTAGE	
1st Floor	= 1470 SQ. FT.
Finished Walk-Out (Optional)	= 1200 SQ. FT.
Total Living Space Available	= 2670 SQ. FT.



**EXHIBIT**

A-1

Certified Pursuant to Ohio Revised  
Code Sec. 5311,07

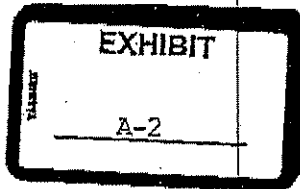
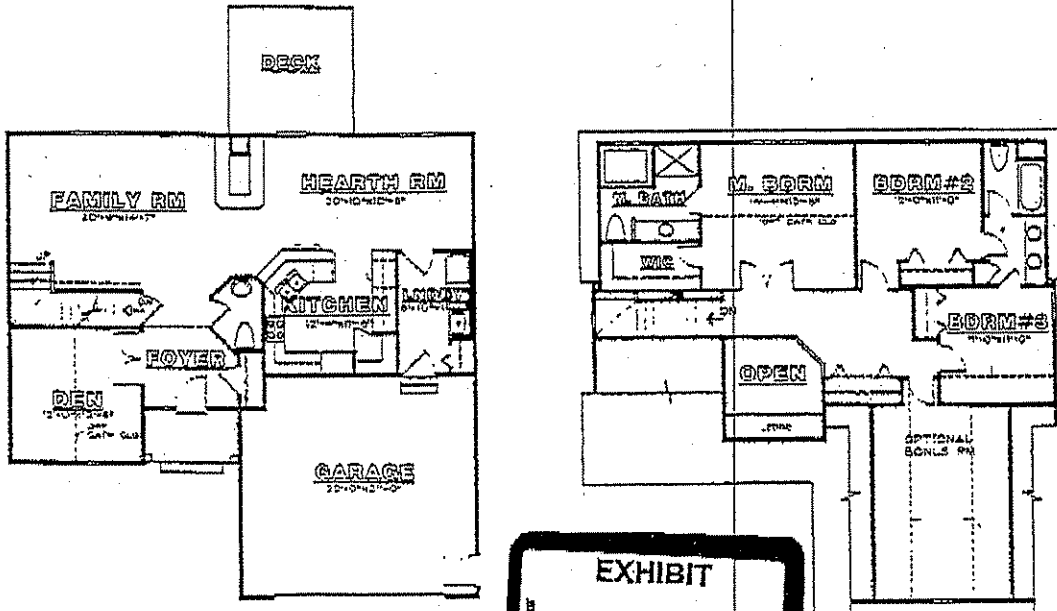
*Timothy J. Magner* 6/15/01

Timothy J. Magner, President  
Domus Design Group, 6188 1st Avenue, Kent, Ohio 44240

# Hampton



SQUARE FOOTAGE	
1st & 2nd Floors	= 2090 SQ. FT.
Bonus Room (Optional)	= 258 SQ. FT.
Finished Walk-Out (Optional)	= 975 SQ. FT.
Total Living Space Available	= 3323 SQ. FT.



Certified Pursuant to Ohio  
Revised Code Sec. 5311.07

*[Signature]* 5/15/01

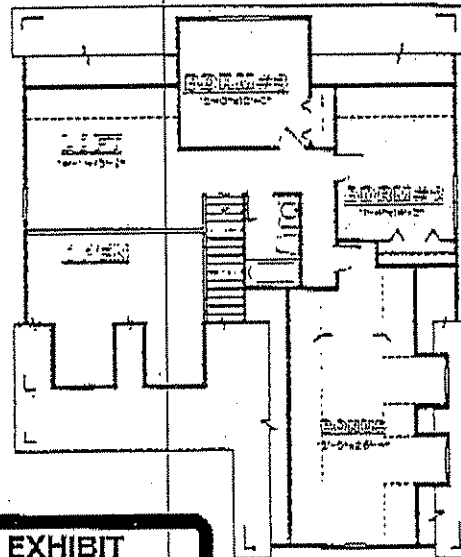
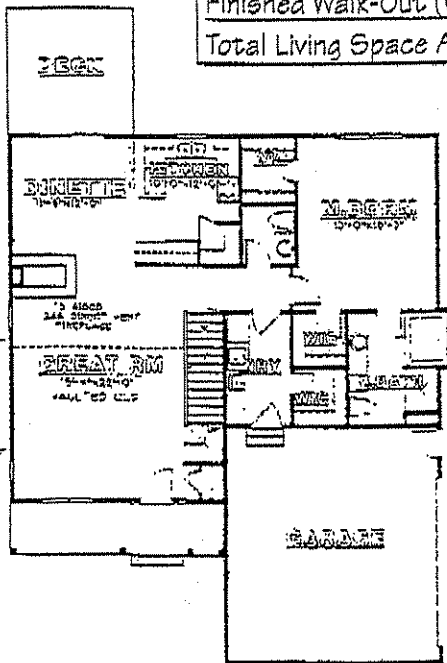
Timothy J. Wagner, President  
Dopnus Design Group, 6188 1st Avenue, Kent, Ohio 44240



# Chateau I



SQUARE FOOTAGE	
1st & 2nd Floors	= 2070 SQ. FT.
Bonus Room (Optional)	= 312 SQ. FT.
Finished Walk-Out (Optional)	= 1000 SQ. FT.
<b>Total Living Space Available</b>	<b>= 3382 SQ. FT.</b>



**EXHIBIT**

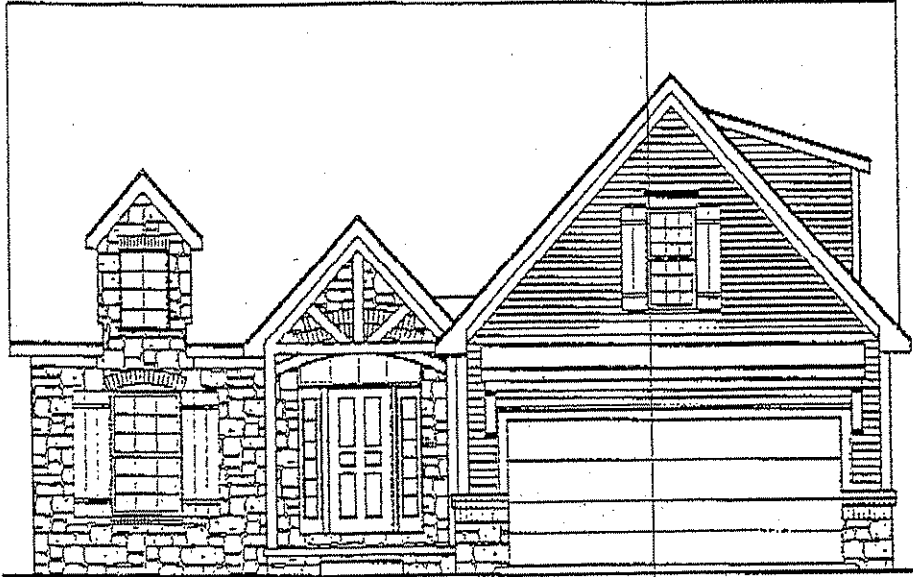
A-3

Certified Pursuant to Ohio Revised Code Sec. 5311.07

*[Handwritten signature]* 5/15/01

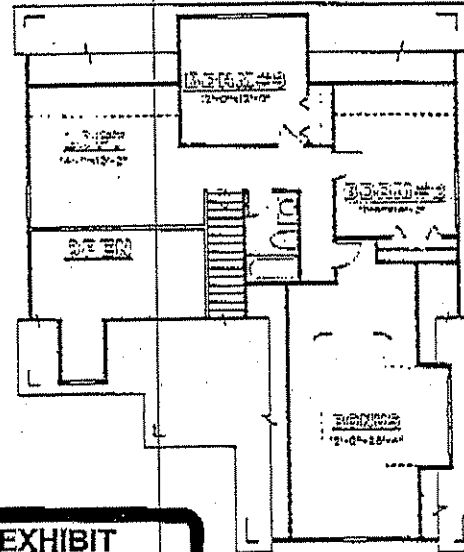
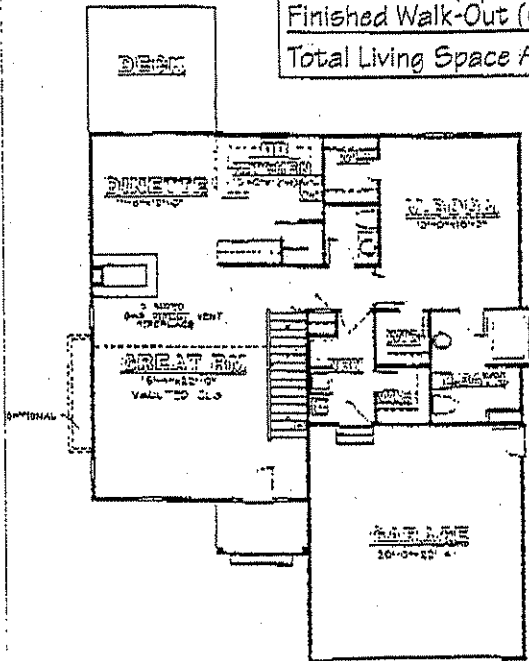
Timothy J. Magner, President  
Domus Design Group, 6188 1st Avenue, Kent, Ohio 44240

# Chateau II



## SQUARE FOOTAGE

1st & 2nd Floors	=	2070 SQ. FT.
Bonus Room (Optional)	=	312 SQ. FT.
Finished Walk-Out (Optional)	=	1000 SQ. FT.
<b>Total Living Space Available</b>	<b>=</b>	<b>3382 SQ. FT.</b>



EXHIBIT

A-4

Certified Pursuant to Ohio Revised Code Sec. 5311.07

*T. J. Magner* 5/13/01

Timothy J. Magner, President  
 Dorus Design Group, 6188 1st Avenue, Kent, Ohio 44240

EXHIBIT "B"

LEGAL DESCRIPTION  
OF 21.0034 ACRE  
WINSLOW ESTATES

Situated in the City of Aurora, County of Portage, and State of Ohio, and known as being part of Lot 27 in Aurora Township;

Beginning at an iron pin found at the most northeasterly corner of land conveyed to Winslow Estates Condominiums Phase 2, as recorded in Plat 2000 - 93 of Portage County Plat Records, at its intersection with the westerly line of land conveyed to Mary A. Welch, as recorded in Volume 1035, Page 811 of Portage County Deed Records;

Thence South  $81^{\circ} 41' 25''$  West along the northerly line of land so conveyed to Winslow Estates Condominiums Phase 2, a distance of 25.27 feet to an iron pin found;

Thence South  $00^{\circ} 07' 51''$  West along the westerly line of land so conveyed to Winslow Estates Condominiums Phase 2, a distance of 137.74 feet to a  $5/8''$  iron pin to be set with cap, (#7394 Ciuni & Lynn);

Thence North  $84^{\circ} 26' 39''$  West, a distance of 87.47 feet to a  $5/8''$  iron pin set with cap, (#7394 Ciuni & Lynn);

Thence South  $59^{\circ} 35' 44''$  West, a distance of 41.34 feet to a  $5/8''$  iron pin to be set with cap, (#7394 Ciuni & Lynn);

Thence North  $83^{\circ} 19' 05''$  West, a distance of 46.56 feet to a  $5/8''$  iron pin to be set with cap, (#7394 Ciuni & Lynn), at a point of curvature;

Thence along the arc of a curve deflecting to the left, and having a radius of 90.00 feet, a central angle of  $33^{\circ} 38' 26''$ , a tangent of 27.21 feet, a chord which bears South  $80^{\circ} 18' 15''$  West, 52.09 feet, a distance of 52.84 feet a  $5/8''$  iron pin to be set with cap, (#7394 Ciuni & Lynn);

Thence North  $26^{\circ} 30' 58''$  West, a distance of 45.75 feet to a  $5/8''$  iron pin to be set with cap, (#7394 Ciuni & Lynn);

Thence North  $20^{\circ} 04' 41''$  East, a distance of 29.72 feet to a  $5/8''$  iron pin to be set with cap, (#7394 Ciuni & Lynn);

Thence North  $69^{\circ} 55' 19''$  West, a distance of 53.00 feet to a  $5/8''$  iron pin to be set with cap, (#7394 Ciuni & Lynn);

Thence South  $20^{\circ} 04' 41''$  West, a distance of 12.81 feet to a  $5/8''$  iron pin to be set with cap, (#7394 Ciuni & Lynn);

Thence South  $77^{\circ} 48' 37''$  West, a distance of 51.11 feet to a  $5/8''$  iron pin to be set with cap, (#7394 Ciuni & Lynn), at a point of curvature;

Legal Description

21.0034 Acre

Page 2

Thence along the arc of curve deflecting to the right and having a radius of 103.10 feet, a central angle of  $20^{\circ} 04' 08''$ , a tangent of 18.24 feet, a chord which bears South  $02^{\circ} 09' 19''$  East, 35.93 feet, a distance of 36.11 feet to a  $5/8''$  iron pin to be set with cap, (#7394 Ciuni & Lynn), at a point of reverse curvature;

Thence along the arc of a curve deflecting to the left, and having a radius of 25.00 feet, a central angle of  $63^{\circ} 50' 45''$ , a tangent 15.57 feet, a chord which bears South  $24^{\circ} 02' 37''$  East, 26.44 feet, a distance of 27.86 feet to a  $5/8''$  iron pin to be set with cap, (#7394 Ciuni & Lynn), at a point of tangency;

Thence South  $55^{\circ} 58' 00''$  East, a distance of 104.67 feet to a  $5/8''$  iron pin to be set with cap, (#7394 Ciuni & Lynn);

Thence North  $37^{\circ} 47' 29''$  East, a distance of 13.48 feet to a  $5/8''$  iron pin to be set with cap, (#7394 Ciuni & Lynn), at a point of curvature;

Thence along the arc of a curve deflecting to the right, and having a radius of 60.00 feet, a central angle of  $59^{\circ} 25' 57''$ , a tangent of 34.25 feet, a chord which bears North  $67^{\circ} 30' 27''$  East, 59.48 feet, a distance of 62.24 feet to a  $5/8''$  iron pin to be set with cap, (#7394 Ciuni & Lynn) at a point of tangency;

Thence South  $83^{\circ} 19' 05''$  East, a distance of 51.40 feet to a  $5/8''$  iron pin to be set with cap, (#7394 Ciuni & Lynn);

Thence South  $77^{\circ} 40' 59''$  East, a distance of 16.79 feet to a  $5/8''$  iron pin to be set with cap, (#7394 Ciuni & Lynn);

Thence South  $84^{\circ} 26' 39''$  East, a distance of 105.48 feet to a  $5/8''$  iron pin to be set with cap, (#7394 Ciuni & Lynn), on the westerly line of aforementioned Winslow Estates Condominiums, Phase 2; \_

Thence South  $00^{\circ} 07' 51''$  West along said westerly line, a distance of 291.60 feet to an iron pin found at an angle point;

Thence South  $62^{\circ} 23' 07''$  West along the northerly line of Winslow Estates Condominiums, Phase 2, a distance of 194.26 feet to an iron pin found at an angle point;

Thence North  $76^{\circ} 31' 19''$  West continuing along said northerly line, a distance of 66.98 feet to an iron pin found at an angle point;

Thence North  $66^{\circ} 00' 12''$  West continuing along said northerly line, a distance of 76.62 feet to an iron pin found at an angle point;

Legal Description

21.0034 Acre

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Thence North  $21^{\circ} 34' 06''$  West continuing along said northerly line, a distance of 261.16 feet to an iron pin found at an angle point;

Thence North  $86^{\circ} 34' 43''$  West continuing along said northerly line, a distance of 119.21 feet to an iron pin found at an angle point;

Thence North  $10^{\circ} 21' 13''$  West continuing along said northerly line, a distance of 55.00 feet to an iron pin found at an angle point;

Thence South  $86^{\circ} 44' 30''$  West continuing along said northerly line, a distance of 84.81 feet to an iron pin found at an angle point;

Thence South  $03^{\circ} 50' 13''$  West continuing along said northerly line, a distance of 47.14 feet to an iron pin found at a point of curvature;

Thence continuing along said northerly line, and along the arc of a curve deflecting to the right, and having a radius of 271.42 feet, a central angle of  $20^{\circ} 23' 31''$ , a tangent of 48.82 feet, a chord which bears North  $78^{\circ} 29' 14''$  West, 96.09 feet, a distance of 96.60 feet to an iron pin found;

Thence South  $21^{\circ} 42' 32''$  West continuing along said northerly line, a distance of 16.00 feet to an iron pin found at an angle point;

Thence South  $39^{\circ} 29' 08''$  West continuing along said northerly line, a distance of 79.23 feet to an iron pin found at an angle point;

Thence South  $19^{\circ} 49' 33''$  West continuing along said northerly line, a distance of 141.12 feet to an iron pin found at an angle point;

Thence South  $53^{\circ} 28' 18''$  West continuing along said northerly line, a distance of 188.16 feet to an iron pin found at an angle point;

Thence North  $81^{\circ} 24' 59''$  West continuing along said northerly line, a distance of 71.41 feet to an iron pin found at an angle point;

Thence North  $62^{\circ} 44' 30''$  West continuing along said northerly line, a distance of 55.59 feet to an iron pin found at an angle point;

Thence North  $89^{\circ} 28' 00''$  West continuing along said northerly line, a distance of 50.58 feet to an iron pin found on the easterly line of Parcel No. 1 of a Lot Split, as recorded in Volume 1079, Page 327 of the Portage County Deed Records;

Legal Description  
21.0034 Acre  
Page 4

Thence North  $00^{\circ} 07' 51''$  East along the easterly line of land so conveyed, a distance of 924.05 feet to an iron pin found, 0.04 feet (West), and 0.02 feet (South) on the southerly line of land conveyed to Chatham Estates Subdivision, as recorded in Volume 19, Pages 33 & 34 of Portage County Map Records;

Thence South  $89^{\circ} 19' 11''$  East along the southerly line of land so conveyed, a distance of 1165.04 feet to an iron pin found, 0.16 feet (West) on the northwesterly corner of land conveyed to the aforementioned Mary A. Welch;

Thence South  $00^{\circ} 07' 51''$  West along the westerly line of land so conveyed, a distance of 364.60 feet to the Principal Place of Beginning, and containing 21.0034 acres of land, be the same more or less, but subject to all legal highways and easements of record.

Prepared By:

Adache-Ciuni-Lynn Associates, Inc.

Project No.: 95060CD3

May 23, 2001

Revised June 26, 2001

Joseph R. Ciuni Reg. Surveyor No. 7394

**LEGAL DESCRIPTION  
OF 0.4530 ACRE  
WINSLOW ESTATES**

Situated in the City of Aurora, County of Portage, and State of Ohio, and known as being part of Lot 27 in Aurora Township;

Beginning at an iron pin found at the most northeasterly corner of land conveyed to Winslow Estates Condominiums Phase 2, as recorded in Plat 2000 - 93 of Portage County Plat Records, at its intersection with the westerly line of land conveyed to Mary A. Welch, as recorded in Volume 1035, Page 811 of Portage County Deed Records;

Thence South  $81^{\circ} 41' 25''$  West along the northerly line of land so conveyed to Winslow Estates Condominiums Phase 2, a distance of 25.27 feet to an iron pin found;

Thence South  $00^{\circ} 07' 51''$  West along the westerly line of land so conveyed to Winslow Estates Condominiums Phase 2, a distance of 137.74 feet to a  $5/8''$  iron pin to be set with cap, (#7394 Ciuni & Lynn), and the Principal Place of Beginning;

Thence continuing South  $00^{\circ} 07' 51''$  West along said westerly line, a distance of 56.59 feet to a  $5/8''$  iron pin to be set with cap, (#7394 Ciuni & Lynn);

Thence North  $84^{\circ} 26' 39''$  West, a distance of 105.48 feet to a  $5/8''$  iron pin to be set with cap, (#7394 Ciuni & Lynn);

Thence North  $77^{\circ} 40' 59''$  West, a distance of 16.79 feet to a  $5/8''$  iron pin to be set with cap, (#7394 Ciuni & Lynn);

Thence North  $83^{\circ} 19' 05''$  West, a distance of 51.40 feet to a  $5/8''$  iron pin to be set with cap, (#7394 Ciuni & Lynn), at a point of curvature;

Thence along the arc of a curve deflecting to the left, and having a radius of 60.00 feet, a central angle of  $59^{\circ} 25' 57''$ , a tangent of 34.25 feet, a chord which bears South  $67^{\circ} 30' 27''$  West, 59.48 feet, a distance of 62.24 feet to a  $5/8''$  iron pin to be set, (#7394 Ciuni & Lynn) at a point of tangency;

Thence South  $37^{\circ} 47' 29''$  West, a distance of 13.48 feet to a  $5/8''$  iron pin to be set with cap, (#7394 Ciuni & Lynn);

Thence North  $55^{\circ} 58' 00''$  West, a distance of 104.67 feet to a  $5/8''$  iron pin to be set with cap, (#7394 Ciuni & Lynn), at a point of curvature;

Thence along the arc of a curve deflecting to the right, and having a radius of 25.00 feet, a central angle of  $63^{\circ} 50' 45''$ , a tangent of 15.57 feet, a chord which bears North  $24^{\circ} 02' 37''$  West, 26.44 feet, a distance of 27.86 feet to  $5/8''$  iron pin to be set with cap, (#7394 Ciuni & Lynn), at a point of reverse curvature;

*Md*

RECEIVED FOR RECORD  
AT 11:28:03

200120507 4316

LARRY R. HAUSER  
PORTAGE COUNTY RECORDER

FEE 72.00

Legal Description  
0.4530 Acre  
Page 2

**INDEXED**

Thence along the arc of a curve deflecting to the left, and having a radius of 103.10 feet, a central angle of 20° 04' 08", a tangent of 18.24 feet, a chord which bears North 02° 09' 19" West, 35.93 feet, a distance of 36.11 feet to a 5/8" iron pin set with cap, (#7394 Ciuni & Lynn);

Thence North 77° 48' 37" East, a distance of 51.11 feet to a 5/8" iron pin to be set with cap, (#7394 Ciuni & Lynn);

Thence North 20° 04' 41" East, a distance of 12.81 feet to a 5/8" iron pin to be set with cap, (#7394 Ciuni & Lynn);

Thence South 69° 55' 19" East, a distance of 53.00 feet to a 5/8" iron pin set with cap, (#7394 Ciuni & Lynn);

Thence South 20° 04' 41" West, a distance of 29.72 feet to a 5/8" iron pin set with cap, (#7394 Ciuni & Lynn);

Thence South 26° 30' 58" East, a distance of 45.75 feet to a 5/8" iron pin set with cap, (#7394 Ciuni & Lynn), at a point of curvature;

Thence along the arc of a curve deflecting to the right, and having a radius of 90.00 feet, a central angle of 33° 38' 26", a tangent of 27.21 feet, a chord which bears North 80° 18' 15" East, 52.09 feet, a distance of 52.84 feet to 5/8" iron pin to be set with cap, (#7394 Ciuni & Lynn) at a point of tangency;

Thence South 83° 19' 05" East, a distance of 46.56 feet to a 5/8" iron pin to be set with cap, (#7394 Ciuni & Lynn);

Thence North 59° 35' 44" East, a distance of 41.34 feet to a 5/8" iron pin set with cap, (#7394 Ciuni & Lynn);

Thence South 84° 26' 39" East, a distance of 87.47 feet to the Principal Place of Beginning, and containing 0.4530 acres of land, be the same more or less, but subject to all legal highways and easements of record.

Prepared By:  
Adache Ciuni Lynn Associates, Inc.  
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Joseph R. Ciuni, Reg. Surveyor No. 7394