

This Conveyance has Complied with Section 315.202

Fee \$ _____ Receipt # _____

Permissive Tax _____

Exempt Date 11-17-09

By [Signature] Deputy
M. SCIORTINO
MAHONING COUNTY AUDITOR

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AMENDMENTS TO THE
DECLARATION OF CONDOMINIUM OWNERSHIP
FOR
OAKWOOD VILLAGE CONDOMINIUM

PLEASE CROSS MARGINAL REFERENCE WITH THE DECLARATION OF
CONDOMINIUM OWNERSHIP FOR OAKWOOD VILLAGE CONDOMINIUM
RECORDED AT VOLUME 311, PAGE 186 ET SEQ., OF THE MAHONING
COUNTY RECORDS.

AMENDMENTS TO THE
DECLARATION OF CONDOMINIUM OWNERSHIP FOR
OAKWOOD VILLAGE CONDOMINIUM

WHEREAS, the Declaration of Condominium Ownership for Oakwood Village Condominium (the "Declaration") and the By-Laws of Oakwood Village (the "Bylaws"), Exhibit H to the Declaration, were recorded at Mahoning County Records Volume 311, Page 186 et seq., and

WHEREAS, the Oakwood Village Unit Owners Association (the "Association") is a corporation consisting of all Unit Owners in Oakwood Village and as such is the representative of all Unit Owners, and

WHEREAS, Item IX of said Declaration authorizes amendments to the Declaration and Bylaws Item VII, Section 2 authorizes amendments to the Bylaws, and

WHEREAS, a meeting of the Association's Unit Owners was held on or about August 20, 2009, and, at such meeting and any adjournment thereof, Unit Owners representing not less than 75% of the voting power of the Association executed, in person or by proxy, an instrument in writing setting forth specifically the matters to be modified (the "Amendments"), and

WHEREAS, the Association has in its records the signed, written consents to Amendments A, D, and E signed by Unit Owners representing 82.8% of the Association's voting power, together with the minutes from said meeting and any adjournment thereof, and

WHEREAS, the Association has in its records the power of attorney signed by Unit Owners representing 82.8% of the Association's voting power authorizing the Association's officers to execute Amendments A, D, and E on their behalf, and

WHEREAS, the Association has in its records the signed, written consents to Amendment C signed by Unit Owners representing 75.9% of the Association's voting power, together with the minutes from said meeting and any adjournment thereof, and

WHEREAS, the Association has in its records the power of attorney signed by Unit Owners representing 75.9% of the Association's voting power authorizing the Association's officers to execute Amendment C 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 have in all respects been complied with.

NOW THEREFORE, the Declaration of Condominium Ownership for Oakwood Village Condominium is hereby amended by the following:

AMENDMENT A

INSERT a new DECLARATION ITEM 3, SECTION 3, PARAGRAPH o. Said new addition, to be added on Page 4 of the Declaration, as recorded at Mahoning County Records, Volume 311, Page 136 et seq., is as follows:

o. 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 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.

AMENDMENT B

[Intentionally Left Blank - Amendment Proposal Did Not Pass]

AMENDMENT C

MODIFY BYLAWS ITEM II, SECTION 1. Said modification, to be made on Page 1 of the Bylaws, Exhibit H of the Declaration, as recorded at Mahoning County Records, Volume 311, Page 186 et seq., and as amended at OR 5807, Page 132 et seq., is as follows (deleted language is crossed-out; new language is underlined):

1. The affairs of the Association shall be governed by a Board of Directors composed of five (5) ~~three (3)~~ persons, all of whom must be Unit Owners, or the spouse of a Unit Owner and a member in good standing, in the property. That notwithstanding, no one (1) Unit may be represented by more than one (1) person on the Board at any one (1) time. Upon the recording of this Amendment, the current Board may appoint two (2) persons to serve on the Board until the annual meeting, at which time the elections shall be held to create staggered elections with a 2-2-1 rotation as provided in Section 2 of this Item I. As used in this Section, "good standing" requires that the member not be more than thirty (30) days delinquent in the payment of any fees and/or Assessments owed to the Association.

MODIFY BYLAWS ITEM II, SECTION 2. Said modification, to be made on Page 2 of the Bylaws, Exhibit H of the Declaration, as recorded at Mahoning County Records, Volume 311, Page 186 et seq., is as follows (deleted language is crossed-out; new language is underlined):

2. At the first meeting of the Association following the recording of this amendment there shall be five (5) Directors. ~~the members shall elect One (1) Director shall serve for a term of one (1) year, two (2) one (1) Directors shall serve for a term of two (2) years, and two (2) one (1) Directors shall serve for a term of three (3) years.~~ At the expiration of the initial term of office of each such Director, or his interim successor, his successor shall be elected to serve a term of three years. The Directors shall hold office until their successors have been elected and attend their first meeting.

Any conflict between this provision and any other provisions of the Declaration and Bylaws shall be interpreted in favor of this amendment regarding the number and term of Board members. 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.

AMENDMENT D

DELETE DECLARATION ITEM X, SECTION 4 in its entirety. Said deletion to be taken from Page 10 of the Declaration, as recorded at Mahoning County Records, Volume 311, Page 186 et seq.

INSERT a new DECLARATION ITEM X, SECTION 4. Said new addition, to be added on Page 10 of the Declaration, as recorded at Mahoning County Records, Volume 311, Page 186 et seq., is as follows:

4. Insurance and Reconstruction.

(A) Property Insurance

(1) Coverage.

(a) Mandatory Coverage. The Association shall carry Property Insurance (also sometimes known as "casualty insurance" or "fire and extended insurance"), subject to a deductible as provided for in subparagraph (5) below, on all of the insurable improvements comprising the Common Elements, including the Limited Common Elements located outside the bounds of the Unit, from the backside of the drywall (plasterboard) out, excluding the drywall, but also including any structural components of the building located within the Unit, and all personal property as may be owned by the Association and for which the Association is responsible. Therefore, in general terms, the Association is responsible for having Property Insurance from the backside of the drywall

out, excluding the drywall. This is known as a "bare walls" Property Insurance Policy.

(b) Optional Coverage. The Association may, as the Board so determines, also carry Property Insurance on some or all of the fixtures, structures, betterments, and other insurable installations and improvements installed within and/or as part of the Units. In deciding whether to increase, or later decrease the scope of Property Insurance coverage permitted by this subparagraph, the Board may, among other factors, consider the Association's insurance claim history, the financial costs to the Association and the individual Unit Owners, mortgage market requirements, and the overall state of the condominium insurance market. The Board's decision as to the scope of Property Insurance coverage shall be reflected from time to time in the Board's meeting minutes, but not the terms of the insurance policy itself. The Unit Owners shall have the burden to determine whether any portion of the Units are insured under the Association's Property Insurance policy; provided, however, that, the Association shall provide the Unit Owners with at least thirty (30) days prior written notice of any increase or decrease in the scope of Property Insurance coverage, particularly as it pertains to the Units.

(2) Risks to be Insured and Amount Thereof. The Association's Property Insurance shall protect against loss or damage by fire and hazards now or hereafter embraced by an "all-risk" or special form policy, and all other perils which are customarily covered by similarly constructed and situated condominium associations in Mahoning County, Ohio. The amount of insurance purchased shall be sufficient to cover the full replacement value, less deductible, of the cost of repair or reconstruction needed to restore the property to the condition it was in immediately prior to the damage or destruction from any such casualty (excluding excavation and foundation costs and other items normally excluded from such coverage).

(3) Beneficiary Interests. Subject to the provisions of subparagraph (4) below, the Association's Property Insurance shall be for the benefit of the Association, each of the Unit Owners, and the holders of mortgages upon the Ownership interests, as their interest may appear, and shall provide for the issuance of certificates of insurance with mortgagees' endorsements to the holders of mortgages on the Units, if any.

(4) Claim Filing. The Board shall have the sole right and authority to file, or authorize the filing of, and adjust any and all claims for damage or destruction that are or may be covered by the Association's Property Insurance policy regardless of the person(s), including mortgagees, who may be named as an additional insured or beneficiary of such policy, as the Board determines is consistent with the intent of the Declaration and in the Association's best interests; provided, however, that a mortgagee having an interest in such losses may participate in the settlement negotiations, if any, related thereto. The failure or refusal of the Association to process or file any claim for damage or destruction to any part of the property under the Association's Property Insurance shall not give rise to any claim against the Association or the Board.

(5) Deductible. The Association's Property Insurance may include a reasonable deductible as determined by the Board. 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 Item X, Section 4 or the repair of any such Unit(s), to the Unit Owner(s) of such Unit(s).

(6) Responsibility for Damage.

(a) Association. If any loss or repair is due to the Association's negligence or intentional act, then, in such case, the Association shall be responsible for the cost of such loss or repairs to the extent not covered by any insurance policy in accordance with this Item X, Section 4, including any deductible amount.

(b) Unit Owner. If any loss or repair is due to the negligence or intentional act of a Unit Owner, or anyone the Unit Owner is responsible for, such as a family member, occupant, tenant, guest, or contractor of the Unit Owner, in such case, the said Unit Owner shall be responsible for the cost of such loss or repairs to the extent not covered by any insurance policy in accordance with this Item X, Section 4, including any deductible amount.

(7) Insurance Company Rating. All policies shall be written with a company licensed to do business in the State of Ohio and, unless not reasonably available to the Association, holding a rating of "AAA" or better by Standard & Poor's Insurance Ratings, or its present day equivalent.

(8) Mortgagee and Other Additional Insurance Requirements. Notwithstanding anything to the contrary anywhere in this Item X, Section 4, the Board shall have the full right and authority, but not the obligation, to purchase Property Insurance, and/or any other insurance policy or endorsement, that includes any and all such terms, conditions or requirements, as the Board determines is in the Association's best interest and is necessary to comply with any requirements of the Federal National Mortgage Association ("FNMA"), Federal Home Loan Mortgage Corporation ("FHLMC"), the designee of FNMA or FHLMC, or any other financial institution or government agency. If the Association provides, as the Board so decides, any additional insurance coverage beyond the minimum requirements contained in subparagraph (1)(a) above, for less than all the Unit Owners, the Association may levy a special assessment against

only those Unit Owners so requiring such additional insurance in an amount to be determined by the Board.

(9) Additional Endorsements. The Association's Property Insurance policy must include, as the Board so determines is reasonable from time to time, a "Construction Code Endorsement" or its present day equivalent, a "Demolition Cost Endorsement" or its present day equivalent, an "Increased Cost of Construction Endorsement" or its present day equivalent, and an "Agreed Amount and Inflation Guard Endorsement" or its present day equivalent, and/or such other endorsements as the Board so decides upon.

(10) Disbursement of Excess Insurance Proceeds. The Association shall use insurance proceeds received to defray the cost of repairing the damage to the Common Elements. If the cost of such repairs is less than the amount of such insurance proceeds, the excess shall be retained by the Association and placed in the reserve fund or such other fund as may be established for the purpose of providing for the maintenance, repair and replacement of the Common Elements.

(11) Availability of Insurance. All insurance coverage is subject to modification as the Board determines necessarily based on the availability of coverage and the cost of the coverage. If the cost of one hundred percent (100%) full replacement coverage, less the deductible, for Property Insurance is unreasonably expensive, as the Board so determines, then in no event shall the coverage be in an amount less than eighty percent (80%) of the then current replacement cost, less the deductible and with exclusions as provided for in subsection (2) above.

(B) Damage and Destruction.

(1) Immediately after the damage or destruction by fire or other casualty to all or any part of the property covered by the Association's Property Insurance, as determined by the Board, the Board or its duly authorized agent may proceed with the filing and

adjustment of all claims arising under such insurance and obtain reliable and detailed estimates of the cost of repair or reconstruction of the damaged or destroyed property. Such costs may include professional fees and premiums for such bonds as the Board deems necessary. Each Unit Owner shall be deemed to have delegated, and does delegate upon acquisition of any title interest in a Unit, to the Board or its agent, his/her right to file for and adjust with insurance companies all losses under the Property Insurance policies referred to in subsection (A) of this Item X, Section 4. In furtherance of this delegation, the Board, and its authorized agents, is and are hereby appointed the attorney-in-fact for all Unit Owners to make proof of loss, to negotiate loss adjustment, and to acknowledge receipt for any sums received on or under any and all of said policies.

(2) In the event any damage to or destruction of the Common Elements renders fifty percent (50%) or more of the Units then comprised within the property untenable, the Unit Owners may, by the vote of those entitled to exercise not less than seventy-five percent (75%) of the voting power, elect not to repair or restore such damaged part at a meeting which shall be called within ninety (90) days after the occurrence of the casualty. Upon such election, all of the property shall be subject to an action for sale as upon partition at the suit of any Unit Owners. In the event of any such sale or a sale of the property after such election, by agreement of all Unit Owners, the net proceeds of the sale together with the net proceeds of insurance, if any, and any other indemnity arising because of such damage or destruction, shall be considered as one fund and shall be distributed to all Unit Owners in proportion to their respective percentages of interest in the Common Elements. No Unit Owner, however, shall receive any portion of his/her share of such proceeds until all liens and encumbrances on his/her Unit have been paid, released or discharged.

(C) Restoration of Buildings.

(1) Unless Unit Owners elect not to restore the damaged property as provided for in subsection (B)(2) above, following the

occurrence of a casualty for which insurance proceeds are recovered, the Association shall repair and reconstruct all damage to or destruction of the Common Elements and Limited Common Elements the Association insures substantially as such Elements existed immediately before the damage or destruction, provided that the Board may provide for the use of such new or alternative materials as the Board reasonably determines are in the Association's best interest. Distribution and/or payment of Association insurance proceeds for the repair and reconstruction of any Unit, if any, shall be determined by the Board.

(2) If the cost of the repair for the damages or destruction to the Common Elements exceeds the amount of the insurance proceeds received, such excess may be provided for either by means of a special assessment levied by the Board against all Unit Owners in proportion to each Unit Owner's share in the Common Elements or by means of an appropriation from the reserve maintenance fund or such other fund as may be established for the purpose of providing for the maintenance, repair, and replacement of the Common Elements, as the Board, in its sole discretion, may determine. Additional assessments may be made in a like manner at any time during or following the completion of any repair or reconstruction.

(3) If the cost of repairs to the Common Elements and the Limited Common Elements the Association insures, is less than the amount of such insurance proceeds, the excess shall be retained by the Association and placed in the reserve maintenance fund or such other fund as may be established for the purpose of providing for the maintenance, repair and replacement of the Common Elements.

(4) If the cost of the repair for the damages or destruction to the Limited Common Elements exceeds the amount of the insurance proceeds received, such excess may be provided for by means of a special assessment levied by the Board against the Unit Owner(s) having the exclusive use of such Limited Common Elements.

(5) After any damage to or destruction of his/her Unit and the Limited Common Elements the Unit Owner insures, each Unit Owner shall restore his/her Unit and the Limited Common Elements, including utilities serving the Unit, at the Unit Owner's sole expense, to such minimum standards as the Board may at any time and/or from time to time, in its sole discretion, establish and shall complete such restoration within eight (8) months after the damage or destruction or such sooner time as the Board determines necessary to properly repair the Common Elements and/or Limited Common Elements. Minimum standards may include requiring installation of drywall finished with at least one coat of primer, basic floor coverings, and utility lines, ducts, vents, and related fixtures, and equipment.

(D) Waiver of Subrogation. Each Unit Owner and Occupant, as a condition of accepting title and possession, or either one of such, of a Unit, and the Association agree that, in the event any part(s) of the property or the fixtures or personal property of anyone located therein or thereon are damaged or destroyed by fire or other casualty that is covered by insurance of any Unit Owner, Occupant or the Association, and the lessees of any one of them, as provided for in this Item X, Section 4, the rights of recovery and subrogation, if any, of any party or their respective insurance company, against the other, or against the employees, agents, licensees or invitees of any party, with respect to such damage or destruction and with respect to any loss resulting therefrom are hereby waived to the extent of the insurance proceeds actually recovered.

DELETE DECLARATION ITEM X, SECTION 6 in its entirety. Said deletion to be taken from Pages 10-11 of the Declaration, as recorded at Mahoning County Records, Volume 311, Page 186 et seq.

INSERT a new DECLARATION ITEM X, SECTION 6. Said new addition, to be added on Page 10 of the Declaration, as recorded at Mahoning County Records, Volume 311, Page 186 et seq., is as follows:

6. Except as may be insured by the Association in accordance with subsection (A)(1) above, each Unit Owner shall separately insure those portions of his/her Unit and the Limited Common Elements from

and including the drywall in, along with any utilities and fixtures that the Unit Owner must maintain. This includes, without limitation, all fixtures, windows, perimeter and interior doors installations, plaster or plasterboard, drywall, wall and floor coverings and improvements within or a part of said Unit and all utilities within and serving only the said Unit. The Unit Owner shall also carry insurance on the Limited Common Elements and Unit up to the amount of the Association's Property Insurance deductible when either such areas are insured by the Association. The Property Insurance carried by the Unit Owner shall insure against loss by fire and other hazards and perils now or hereafter embraced by an "all-risk" or special form policy. Each Unit Owner shall file a copy of the policy(ies), or such other evidence of insurance as the Board may require, with the Association within thirty (30) days of receipt of a request from the Association. Each Unit Owner shall further separately insure the personal contents of his/her Unit, as well as any other personal property, which he/she stores elsewhere on the property.

Any conflict between the above provisions and any other provisions of the Declaration and Bylaws shall be interpreted in favor of this revision of the Association's and Unit Owners' property (casualty) insurance and Public liability insurance, and other insurance coverage obligations as well as property restoration responsibilities. 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 the court of common pleas within one year of the recording of the Amendment.

AMENDMENT E

INSERT a new 3rd PARAGRAPH to BYLAWS ITEM V, SECTION 2. Said new addition, to be added on Page 11 of the Bylaws, Exhibit H of the Declaration, as recorded at Mahoning County Records, Volume 311, Page 186 et seq., is as follows:

A Unit Owner, who fails to pay any assessments within ten (10) days after same have become due and payable, shall be liable for any late charges as established by the Board and any and all costs and

expenses incurred by the Association in connection with the collection of said Unit Owner's account, including reasonable attorneys' fees, recording costs, title reports, and/or court costs.

INSERT a new 3rd PARAGRAPH to DECLARATION ITEM X, SECTION 12. Said new addition, to be added on Page 12 of the Declaration, as recorded at Mahoning County Records, Volume 311, Page 186 et seq., is as follows:

If any Unit Owner (either by his or her conduct or by the conduct of any occupant or guest of his or her Unit) shall violate any provision of the Declaration, Bylaws, or rules and regulations adopted by the Board, said Unit Owner shall pay to the Association, in addition to any other sums due, any enforcement assessments for violation of said provision or rule levied by the Board, and all costs and expenses incurred by the Association in connection with the enforcement of said provision or rule, including reasonable attorneys' fees and/or court costs. Said enforcement assessments, costs, and expenses shall be charged as a special assessment against said Unit Owner. The Association, in addition to all other remedies available, shall have the right to place a lien upon the estate or interest of said Unit Owner as further explained and set forth in Bylaws Item V, Section 2.

Any conflict between these provisions and any other provisions of the Declaration and Bylaws shall be interpreted in favor of this amendment regarding the cost of collection and cost of enforcement. 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 Oakwood Village Unit Owners Association has caused the execution of this instrument this 6th day of November, 2009.

OAKWOOD VILLAGE UNIT OWNERS ASSOCIATION

By: Betsy McCrate
BETSY MCCRATE, its President

By: Janet Romack
JANET ROMACK, its Secretary

STATE OF OHIO

COUNTY OF

Mahoning

SS

BEFORE ME, a Notary Public, in and for said County, personally appeared the above named Oakwood Village Unit Owners Association, by its President and its Secretary, who acknowledged that they did sign the foregoing instrument, on Page 15 of 16, 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 Boardman, Ohio, this 6th day of November, 2009.


NOTARY PUBLIC

Place notary stamp/seal here:



MICHAEL J. SERGI
Notary Public, State of Ohio
My Commission Expires Oct. 29, 2013

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