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Pg: 1 of 7
05/19/2006 11:49A
CONDO 72.00

John A Donofrio, Summit Fiscal Officer

AMENDMENTS TO THE
DECLARATION OF CONDOMINIUM
OF
THE GEORGETOWN CONDOMINIUM ASSOCIATION OF AKRON

THIS WILL CERTIFY THAT A COPY OF THESE AMENDMENTS TO THE DECLARATION OF CONDOMINIUM OF THE GEORGETOWN CONDOMINIUM ASSOCIATION OF AKRON WERE FILED IN THE OFFICE OF THE FISCAL OFFICER OF SUMMIT COUNTY, OHIO.

DATED: May 14, 2006

BY: JOHN A. DONOFRIO
FISCAL OFFICER

By O. Tafra, Deputy Auditor



55298058

Pg: 2 of 7
03/16/2006 11:48A
CONDO 72.00

John R Donofrio, Summit Fiscal Officer

**AMENDMENTS TO THE
DECLARATION OF CONDOMINIUM OF
THE GEORGETOWN CONDOMINIUM ASSOCIATION OF AKRON**

WHEREAS, the Declaration of Condominium of The Georgetown Condominium Association of Akron (the "Declaration") and the Bylaws of The Georgetown Condominium Association of Akron (the "Bylaws"), Exhibit C to the Declaration, were recorded at Summit County Records Volume 5264, Page 147 et seq., and

WHEREAS, Section 5311.05(E)(1) of the Ohio Revised Code, as amended on July 20, 2004, authorizes the Board of Directors, without a vote of the Owners, to amend the Declaration "to bring the Declaration in compliance with this Chapter," and

WHEREAS, the Board of Directors approved the following matters to be modified (the "Amendments") in order to bring the Declaration into compliance with Ohio Revised Code Chapter 5311, and

WHEREAS, the proceedings necessary to amend the Declaration and Bylaws as permitted by Chapter 5311 of the Ohio Revised Code and the Declaration of Condominium of The Georgetown Condominium Association of Akron have in all respects been complied with.

NOW THEREFORE, the Declaration of Condominium of The Georgetown Condominium Association of Akron is hereby amended by the Board of Directors as follows:

- (1) All references in the Declaration and Bylaws to the term "Common Areas" or "Common Areas and Facilities" shall be replaced with the term "Common Elements."
- (2) All references in the Declaration and Bylaws to the term "Limited Common Areas" or "Limited Common Areas and Facilities" shall be replaced with the term "Limited Common Elements."
- (3) All references in the Declaration and Bylaws to the term "Board of Managers" shall be replaced with the term "Board of Directors."
- (4) **DELETE DECLARATION ARTICLE XX**, entitled "Agent for Process," in its entirety. Said deletion is to be made on Page 39 of the Declaration, as recorded at Summit County Records, Volume 5264, Page 147 et seq.

INSERT a new **DECLARATION ARTICLE XX**, entitled "Agent for Process." Said addition, to be made on Page 39 of the Declaration, as recorded at Summit County Records, Volume 5264, Page 147 et seq., is as follows:

XX. Agent for Process. The person to receive service of process for the Association shall be as designated by the Board. This designation will be



55298058
Pg: 3 of 7
03/19/2006 11:49A
CONDO 72.00

accomplished by filing with the Ohio Secretary of State the required statutory agent designation form.

(5) INSERT a new DECLARATION ARTICLE XIII, SECTION D, entitled "Enforcement assessments." Said new addition, to be added on Page 30 of the Declaration, as recorded at Summit County Records, Volume 5264, Page 147 et seq., is as follows:

D. Enforcement assessments. In accordance with Ohio Revised Code Section 5311.081(B)(12), the Board shall have the authority to impose interest and administrative late fees for the late payment of Assessments; impose returned check charges; and, in accordance with the procedure outlined in Ohio Revised Code Section 5311.081(C)(1), impose reasonable enforcement Assessments for violations of the Declaration, the Bylaws, and the rules of the Association, and reasonable charges for damage to the Common Elements.

(6) INSERT a new 2nd PARAGRAPH to the end of DECLARATION ARTICLE VII, SECTION C, entitled "Lien for assessments." Said new addition, to be added on Page 10 of the Declaration, as recorded at Summit County Records, Volume 5264, Page 147 et seq., is as follows:

In accordance with Ohio Revised Code Section 5311.18(A)(1)(b), the Association has a lien upon each Unit's ownership interest for any unpaid interest, administrative late fees, enforcement Assessments, and collection costs, attorney's fees, and paralegal fees.

(7) INSERT a new 2nd PARAGRAPH to the end of DECLARATION ARTICLE XI, SECTION E, entitled "Leasing." Said new addition, to be added on Page 22 of the Declaration, as recorded at Summit County Records, Volume 5264, Page 147 et seq., is as follows:

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



55298058
Pg: 4 of 7
03/10/2006 11:49A
CONDO 72.00

(8) DELETE the last sentence of DECLARATION ARTICLE VII, SECTION B, entitled "Interest, application of payments." and INSERT a new 2nd PARAGRAPH thereafter. Said new addition, to be added on Pages 9-10 of the Declaration, as recorded at Summit County Records, Volume 5264, Page 147 et seq., is as follows:

In accordance with Ohio Revised Code Section 5311.18(A)(2), the Association shall credit payments made by a Unit Owner in the following order of priority:

- (1) First, to interest owed to the Association;
- (2) Second, to administrative late fees owed to the Association;
- (3) Third, to collection costs, attorney's fees, and paralegal fees incurred by the Association; and
- (4) Fourth, to the principal amounts the Unit Owner owes to the Association for the common expenses or enforcement Assessments chargeable against the Unit.

(9) INSERT a new DECLARATION ARTICLE XIII SECTION E, entitled "Suspended rights." Said new addition, to be added on Page 30 of the Declaration, as recorded at Summit County Records, Volume 5264, Page 147 et seq., is as follows:

E. Suspended rights. In accordance with Ohio Revised Code Section 5311.081(B)(18), when a Unit Owner is delinquent in the payment of Assessments for more than thirty (30) days, the Board may, by a majority vote, suspend the voting privileges of the owner and/or right of the occupants to use the recreational facilities.

(10) INSERT a new BYLAWS ARTICLE XV, SECTION I, entitled "Special Services." Said new addition, to be added on Page 14 of the Bylaws, Exhibit C of the Declaration, as recorded at Summit County Records, Volume 5264, Page 147 et seq., is as follows:

In accordance with Ohio Revised Code Section 5311.081(B)(15), the Board may impose reasonable charges to the Unit Owner for providing copies of the Declaration, Bylaws or amendments thereto as well as reasonable charges for the handling of re-financing and/or resale documentation, and/or statements of unpaid Assessments.

(11) INSERT a new DECLARATION ARTICLE XI, SECTION H, entitled "Owner/resident information." Said new addition, to be added on Page 22 of the Declaration, as recorded at Summit County Records, Volume 5264, Page 147 et seq., is as follows:



55298058

Pg: 5 of 7
03/18/2006 11:49A
CONDO 72.00

John A Deneffie, Summit Fiscal Officer

H Owner/resident information. In accordance with Ohio Revised Code Section 5311.09(A)(2) and (3), each Unit Owner shall, within thirty (30) days of the recording of this Amendment or within thirty (30) days of title transferring to the Unit Owner, provide to the Association the Unit Owner's and/or all occupants' names, home and business mailing addresses, home and business telephone numbers, and the name, business address and business telephone number of any person who manages the Unit as an agent of that Owner. Any change in the information shall be provided to the Board, in writing, within thirty (30) days of said change.

(12) MODIFY BYLAWS ARTICLE XII, SECTION A, entitled "Membership." Said modification, to be made on Page 6 of the Bylaws, Exhibit C of the Declaration, as recorded at Summit County Records, Volume 5264, Page 147 et seq., is as follows: (deleted language is crossed out; new language is underlined)

A. Membership. The affairs of the Association shall be managed by a board of not less than three nor more than 21 ~~Directors~~ Managers, the exact number to be determined at the time of election. Each Director must be a Unit Owner or the spouse of a Unit Owner. That notwithstanding, no one (1) Unit may be represented by more than one (1) person on the Board at any one (1) time.

(13) INSERT a new 3rd SENTENCE to the end of BYLAWS ARTICLE XII, SECTION E, entitled "Regular meetings." Said new addition, to be added on Page 7 of the Bylaws, Exhibit C of the Declaration, as recorded at Summit County Records, Volume 5264, Page 147 et seq., is as follows:

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

(14) INSERT a new BYLAWS ARTICLE XV, SECTION B, PARAGRAPH 7, entitled "Preparation of estimated budget." Said new addition, to be added on Page 12 of the Bylaws, Exhibit C of the Declaration, as recorded at Summit County Records, Volume 5264, Page 147 et seq., is as follows:

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



55298058

Pg: 6 of 7
03/10/2006 11:49A
CONDO 72.00

(15) **INSERT a new SECTION M to BYLAWS ARTICLE XIII, entitled "POWERS AND DUTIES OF THE BOARD OF DIRECTORS," and INSERT new SUBPARAGRAPHS (1), (2), (3), (4), (5), (6), (7) and (8), thereafter. Said new additions to be added on Page 9 of the Bylaws, Exhibit C of the Declaration, as recorded at Summit County Records, Volume 5264, Page 147 et seq., is as follows:**

M. In accordance with Ohio Revised Code Section 5311.081(B), in addition to all other powers enumerated herein, the Board may exercise all powers of the Association, including the power to do the following:

(1) Hire and fire attorneys, accountants, and other independent contractors and employees that the Board determines are necessary or desirable in the management and/or operation of the Condominium Property and the Association;

(2) Commence, defend, intervene in, settle, or compromise any civil, criminal, or administrative action or proceeding that is in the name of, or threatened against, the Association, the Board, or the Condominium Property, or that involves two or more Unit Owners and relates to matters affecting the Condominium Property;

(3) Enter into contracts and incur liabilities relating to the operation of the Condominium Property;

(4) Adopt rules that regulate the use or occupancy of Units, the maintenance, repair, replacement, modification, and appearance of Units, Common Elements, and Limited Common Elements when the actions regulated by those rules affect Common Elements or other Units;

(5) Grant easements, leases, licenses, and concessions through or over the Common Elements;

(6) Impose and collect fees or other charges for the use, rental, or operation of the Common Elements or for services provided to Unit Owners;

(7) Enter a Unit for bona fide purposes when conditions exist that involve an imminent risk of damage or harm to Common Elements, another Unit, or to the health or safety of the occupants of that Unit or another Unit;

(8) Invest excess funds in investments that meet standards for fiduciary investments under Ohio law.

(16) Any conflict between the above provisions and any other provisions of the Declaration and Bylaws shall be interpreted in favor of the above amendments. Upon the recording of these amendments, only Owners of record at the time of such filing shall have standing to contest the validity of these amendments, whether on procedural, substantive or any other grounds, provided further that any such challenge shall be brought in the court of common pleas within one year of the recording of the amendments.

IN WITNESS WHEREOF, the said The Georgetown Condominium Association of Akron has caused the execution of this instrument this 4th day of MARCH, 2006.

THE GEORGETOWN CONDOMINIUM ASSOCIATION OF AKRON

By: Diane Schumacher
DIANE SCHUMACHER, its President

STATE OF OHIO)
)
COUNTY OF SUMMIT) SS

BEFORE ME, a Notary Public, in and for said County, personally appeared the above named The Georgetown Condominium Association of Akron, by Diane Schumacher, its President, who acknowledged that she did sign the foregoing instrument, on Page 7 of 7, and that the same is the free act and deed of said corporation and the free act and deed of her personally and as such officer.

IN WITNESS WHEREOF, I have hereunto set my hand and official seal in Akron, Ohio, this 4th day of MARCH, 2006.

Susan M. School
NOTARY PUBLIC SUSAN M. School
My commission expires DEC. 15, 2008

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

 **55298058**
Pg: 7 of 7
03/16/2006 11:49A
CONDO 72.00
John A. Donofrio, Summit Fiscal Officer

LANGUAGE TO AMEND THE DECLARATION OF CONDOMINIUM OF
THE GEORGETOWN CONDOMINIUM ASSOCIATION OF AKRON

The Board of Directors for The Georgetown Condominium Association of Akron proposes that the Declaration of Condominium of The Georgetown Condominium Association of Akron (the "Declaration"), Akron, Ohio, be amended as follows:

AMENDMENT A

DELETE DECLARATION ARTICLE IX entitled, "Insurance," in its entirety. Said deletion is to be taken from Pages 11-15 of the Declaration, as recorded at Summit County Records, Volume 5264, Page 147 et seq.

INSERT a new DECLARATION ARTICLE IX entitled, "Insurance." Said new addition, to be added on Pages 11-15 of the Declaration, as recorded at Summit County Records, Volume 5264, Page 147 et seq., is as follows:

IX. Insurance.

A. Property Insurance



55353395
Pg: 4 of 10
08/07/2006 01:23P
CONDO 92.00

John A Donofrio, Summit Fiscal Officer

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 Apartment, from the exterior surface of the drywall (plasterboard) out, but also including any structural components of the building located within the Apartment, 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. 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 Apartments. 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 Apartment 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, not the terms of the insurance policy itself. The Apartment Owners shall have the burden to determine whether any portion of the Apartments are insured under the Association's Property Insurance policy; provided, however, that, the Association shall provide the Apartment 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 Apartments.

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 Summit 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 Apartment 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 Apartments, 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 Condominium 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 Apartment(s) as provided for in this Article IX or the repair of any such Apartment(s), to the Apartment Owner(s) of such Apartment(s).

6. Negligence. Nothing in the Declaration shall be deemed to impose any contractual obligation on the Association for the maintenance, repair or replacement of any portion of the Condominium Property. The Association's liability shall be limited to damages resulting from negligence. If any loss or repair is due to the negligence or intentional act of the Association or an Apartment Owner (or anyone for which either is respectively responsible as provided for in the Declaration), then, in such case, the negligent, responsible party, being either the Association or the Apartment Owner, shall be responsible for the full amount of the deductible.

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 Best's Insurance Reports, or its present day equivalent.

8. Mortgagee and Other Additional Insurance Requirements. Notwithstanding anything to the contrary anywhere in this Article IX, 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 Apartment Owners, the Association may levy a special assessment against only those Apartment Owners so requiring such additional insurance in an amount to be determined by the Board.

9. 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.

B. Apartment Owner Insurance. Except as may be insured by the Association in accordance with Section A, Paragraph 1 above, each Apartment Owner shall separately insure those portions of his/her Apartment and the Limited Common Elements from and including the drywall in, along with any utilities and



55353395

Pg: 6 of 10
08/07/2006 01:23P
CONDO 92.00

fixtures that the Apartment Owner must maintain. This includes, without limitation, all fixtures, windows, perimeter and interior doors installations, plaster or plasterboard, wall and floor coverings and improvements within or a part of said Apartment and all utilities within and serving only the said Apartment. The Apartment Owner shall also carry insurance on the Limited Common Elements and Apartment 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 Apartment 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 Apartment 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 Apartment Owner shall further separately insure the personal contents of his/her Apartment, as well as any other personal property, which he/she stores elsewhere on the Condominium Property.

C. Damage and Destruction.

1. Immediately after the damage or destruction by fire or other casualty to all or any part of the Condominium 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 Apartment Owner shall be deemed to have delegated, and does delegate upon acquisition of any title interest in an Apartment, 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 Section A of this Article IX. In furtherance of this delegation, the Board, and its authorized agents, is and are hereby appointed the attorney-in-fact for all Apartment 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 seventy percent (70%) or more of the Apartments then comprised within the Condominium Property untenable, the Apartment 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 Condominium Property shall be subject to an action for sale as upon partition at the suit of any Apartment Owner. In the event of any such sale or a sale of the Condominium Property after such election, by agreement of all Apartment 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 Apartment Owners in proportion to their respective percentages of interest in



the Common Elements. No Apartment Owner, however, shall receive any portion of his/her share of such proceeds until all liens and encumbrances on his/her Apartment have been paid, released or discharged.

D. Public Liability Insurance and Other Insurance Coverage.

1. The Association shall insure itself, the members of the Board, the Apartment Owners and occupants against liability for personal injury, disease, illness or death and for injury to or destruction of property occurring upon, in or about, or arising from or relating to the Common Elements, including, without limitation, water damage, legal liability, hired automobile, non-owner automobile and off-premises employee coverage, such insurance to afford protection to a limit of not less than Two Million Dollars (\$2,000,000.00) in respect to personal injury, disease, illness or death suffered by any one person, and to the limit of not less than Two Million Dollars (\$2,000,000.00) in respect to any one occurrence, and to the limit of not less than Two Million Dollars (\$2,000,000.00) in respect to damage to or destruction of property arising out of any one accident. All liability insurance shall contain cross-liability endorsements to cover liabilities of the Apartment Owners as a group to an Apartment Owner. In the event the insurance effected by the Association on behalf of the Apartment Owners and occupants against liability for personal injury or property damage arising from or relating to the Common Elements shall, for any reason, not fully cover any such liability, the amount of any deficit shall be a Common Expense to the Apartment Owners, and any Apartment Owner who shall have paid all or any portion of such deficiency in an amount exceeding his proportionate share thereof based on his percentage of interest in the Common Elements shall have a right of contribution for the other Apartment Owners according to their respective percentages of interest in the Common Elements. Such policy shall not insure against liability for personal or bodily injury or property damage arising out of or relating to the individual Apartments.

2. Worker's compensation insurance as required by law.

3. Such other insurance as the Declarant prior to the formation of the Association and the Board thereafter may determine, including, without limitation, errors and omissions insurance, liability insurance for Board members and fidelity coverage against dishonest acts of person handling Association funds.

E. Waiver of Subrogation. Each Apartment Owner and occupant, as a condition of accepting title and possession, or either one of such, of an Apartment, and the Association agree that, in the event any part(s) of the Condominium 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 Apartment Owner, occupant or the Association, and the lessees of any one of them, as provided for in this Article IX, the rights of recovery and subrogation, if



55353395

Pg: 8 of 10
08/07/2006 01:23P
CONDO 92.00

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.

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 Owners' property (casualty) insurance obligations as well as property restoration responsibilities. Upon the recording of this Amendment, only Apartment 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 B

INSERT a new DECLARATION ARTICLE XI, SECTION I entitled, "Occupancy Restriction." Said new addition, to be added on Page 22 of the Declaration, as recorded at Summit County Records, Volume 5264, Page 147 et seq., is as follows:

I. Occupancy Restriction. No person who is adjudicated to be a sexual predator or a habitual sex offender and required to register with a designated registering agency, thereby requiring notice to be given pursuant to the Ohio Sex Offenders Act or similar statute from another jurisdiction, as the same may from time to time be amended, may reside in or occupy an Apartment for any length of time. Any violation of this restriction shall subject the Apartment Owner and/or any occupant of the Apartment to any and all remedies provided for by law as well as this Declaration. The Association shall not, however, be liable to any Apartment Owner or occupant, or anyone visiting any Apartment 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 Apartments. Upon the recording of this amendment, only Apartment 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 C

MODIFY BYLAWS ARTICLE XI, SECTION A. Said modification, to be made on Page 5 of the Bylaws, Exhibit C of the Declaration, as recorded at Summit County Records, Volume 5264, Page 147 et seq., is as follows (deleted language is crossed-out; new language is underlined):

A. The annual members' meeting shall be held anytime within the second calendar quarter at the Condominium at three o'clock P.M., Eastern Standard Time, ~~on the third Friday in February~~ of each year for the purpose of electing Members of the Board of Directors Managers and transacting any other business authorized to be transacted by the members; ~~provided however, if that day is a legal holiday, the meeting shall be held at the same hour on the next day which is not a holiday.~~

Any conflict between this provision and any other provision of the Declaration and Bylaws shall be interpreted in favor of this amendment changing the time for holding the annual meeting. Upon the recording of this amendment, only Apartment 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 BYLAWS ARTICLE XII, SECTION C, in its entirety. Said deletion is to be taken from Page 7 of the Bylaws, Exhibit C of the Declaration, as recorded at Summit County Records, Volume 5264, Page 147 et seq.

INSERT a new BYLAWS ARTICLE XII, SECTION C. Said new addition, to be added on Page 7 of the Bylaws, Exhibit C of the Declaration, as recorded at Summit County Records, Volume 5264, Page 147 et seq., is as follows:

C. At the first annual meeting following the passage of this amendment, the first three (3) candidates receiving the greatest percentage of votes shall serve for a three-year (3) term; the next three (3) candidates receiving the next greatest percentage of votes serve for a two-year (2) term, and the next two (2) candidates receiving the next greatest percentage of votes shall serve for a one (1) year term. This is to establish staggered elections with a 3-3-2 rotation. Upon the expiration of the terms of each such Director as stated above, a successor shall be elected to serve a term of three (3) years and all future Directors shall be elected to serve three (3) year terms.

Any conflict between these provisions and any other provisions of the Declaration and Bylaws shall be interpreted in favor of this amendment providing for Board member terms of three (3) years each with staggered elections 3-3-2. Upon the recording of this amendment, only Apartment Owners of record at the time of such filing shall have standing to contest the validity of the amendment, whether on procedural, substantive or any other grounds, provided further that any such challenge shall be brought within one year of the recording of the amendment.



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Pg: 10 of 10
08/07/2006 01:23P
CONDO 92.00



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Pg: 1 of 13
10/05/2006 10:58A
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John A Donofrio, Summit Fiscal Officer

AMENDMENTS TO THE
DECLARATION OF CONDOMINIUM OWNERSHIP
OF
THE GEORGETOWN CONDOMINIUM

THIS WILL CERTIFY THAT A COPY OF THESE AMENDMENTS TO THE DECLARATION OF CONDOMINIUM OWNERSHIP OF THE GEORGETOWN CONDOMINIUM WERE FILED IN THE OFFICE OF THE FISCAL OFFICER OF SUMMIT COUNTY, OHIO.

DATED: Oct 5, 2006

BY: JOHN A. DONOFRIO
FISCAL OFFICER

By D. Taylor, Deputy Auditor

**AMENDMENTS TO THE
DECLARATION OF CONDOMINIUM OWNERSHIP OF
THE GEORGETOWN CONDOMINIUM**

WHEREAS, the Declaration of Condominium Ownership of The Georgetown Condominium (the "Declaration") and the Bylaws of The Georgetown Condominium (the "Bylaws"), Exhibit C to the Declaration, were recorded at Summit County Records Volume 5264, Page 147 et seq., and

WHEREAS, The Georgetown Condominium Association of Akron (the "Association") is a corporation consisting of all Unit Owners in The Georgetown Condominium and as such is the representative of all Unit Owners, and

WHEREAS, Article XIV of said Declaration authorizes amendments to the Declaration and Bylaws, and

WHEREAS, Unit Owners representing not less than 75% of the Association's voting power have executed instruments in writing setting forth specifically the matters to be added and/or modified (the "Amendment"), and

WHEREAS, the Association has in its records the signed, written consents to Amendment "A" signed by Unit Owners representing 76.25% of the Association's voting power as of August 1, 2006, and

WHEREAS, the Association has in its records the power of attorney signed by Unit Owners representing 76.25% of the Association's voting power authorizing the Association's officers to execute the Amendment "A" on their behalf, and

WHEREAS, the Association has in its records the signed, written consents to Amendment "B" signed by Unit Owners representing 82.19% of the Association's voting power as of August 1, 2006, and

WHEREAS, the Association has in its records the power of attorney signed by Unit Owners representing 82.19% of the Association's voting power authorizing the Association's officers to execute the Amendment "B" on their behalf, and

WHEREAS, the Association has in its records the signed, written consents to Amendment "C" signed by Unit Owners representing 82.79% of the Association's voting power as of August 1, 2006, and

WHEREAS, the Association has in its records the power of attorney signed by Unit Owners representing 82.79% of the Association's voting power authorizing the Association's officers to execute the Amendment "C" on their behalf, and



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Pg: 2 of 13
10/05/2006 10:58A
CONDO 120.00

John A Donofrio, Summit Fiscal Officer

WHEREAS, the Association has in its records the signed, written consents to Amendment "D" signed by Unit Owners representing 79.98% of the Association's voting power as of August 1, 2006, and

WHEREAS, the Association has in its records the power of attorney signed by Unit Owners representing 79.98% of the Association's voting power authorizing the Association's officers to execute the Amendment "D" on their behalf, and

WHEREAS, attached hereto as Exhibit A is a Certification of the Association's President and Secretary that the Amendments were duly adopted by the Association's Unit Owners, 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, and

WHEREAS, these Amendments replace in their entirety, the amendments filed with the Summit County Fiscal office on August 7, 2006, at Instrument No. 55353395.

NOW THEREFORE, the Declaration of Condominium Ownership for The Georgetown Condominium is hereby amended by the following:

AMENDMENT A

DELETE DECLARATION ARTICLE IX entitled, "Insurance," in its entirety. Said deletion is to be taken from Pages 11-15 of the Declaration, as recorded at Summit County Records, Volume 5264, Page 147 et seq.

INSERT a new DECLARATION ARTICLE IX entitled, "Insurance." Said new addition, to be added on Pages 11-15 of the Declaration, as recorded at Summit County Records, Volume 5264, Page 147 et seq., is as follows:

IX. Insurance.

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,



John A Donofrio, Summit Fiscal Officer

55374803

Pg: 3 of 13
10/05/2006 10:58A
CONDO 120.00

including the Limited Common Elements located outside the bounds of the Apartment, from the exterior surface of the drywall (plasterboard) out, but also including any structural components of the building located within the Apartment, 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. 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 Apartments. 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 Apartment 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, not the terms of the insurance policy itself. The Apartment Owners shall have the burden to determine whether any portion of the Apartments are insured under the Association's Property Insurance policy; provided, however, that, the Association shall provide the Apartment 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 Apartments.

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 Summit 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).



John A Donofrio, Summit Fiscal Officer

55374803

Pg: 4 of 13
10/05/2006 10:58A
CONDO 120.00

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 Apartment 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 Apartments, 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 Condominium 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 Apartment(s) as provided for in this Article IX or the repair of any such Apartment(s), to the Apartment Owner(s) of such Apartment(s).

6. Negligence. Nothing in the Declaration shall be deemed to impose any contractual obligation on the Association for the maintenance, repair or replacement of any portion of the Condominium Property. The Association's liability shall be limited to damages resulting from negligence. If any loss or repair is due to the negligence or intentional act of the Association or an Apartment Owner (or anyone for which either is respectively responsible as provided for in the Declaration), then, in such case, the negligent,



John A Donofrio, Summit Fiscal Officer

55374803

Pg: 5 of 13
10/05/2006 10:58A
CONDO 120.00

responsible party, being either the Association or the Apartment Owner, shall be responsible for the full amount of the deductible.

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 Best's Insurance Reports, or its present day equivalent.

8. Mortgagee and Other Additional Insurance Requirements. Notwithstanding anything to the contrary anywhere in this Article IX, 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 Apartment Owners, the Association may levy a special assessment against only those Apartment Owners so requiring such additional insurance in an amount to be determined by the Board.

9. 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.

B. Apartment Owner Insurance. Except as may be insured by the Association in accordance with Section A, Paragraph 1 above, each Apartment Owner shall separately insure those portions of his/her Apartment and the Limited Common Elements from and including the drywall in, along with any utilities and fixtures that the Apartment Owner must maintain. This includes, without limitation, all fixtures, windows, perimeter and interior doors installations, plaster or plasterboard, wall and floor coverings and improvements within or a part of said Apartment and all utilities within and serving only the said Apartment. The Apartment Owner shall also carry insurance on the Limited Common Elements and



John A Donofrio, Summit Fiscal Officer

55374803

Pg: 6 of 13
10/05/2006 10:58A
CONDO 120.00

Apartment 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 Apartment 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 Apartment 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 Apartment Owner shall further separately insure the personal contents of his/her Apartment, as well as any other personal property, which he/she stores elsewhere on the Condominium Property.

C. Damage and Destruction.

1. Immediately after the damage or destruction by fire or other casualty to all or any part of the Condominium 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 Apartment Owner shall be deemed to have delegated, and does delegate upon acquisition of any title interest in an Apartment, 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 Section A of this Article IX. In furtherance of this delegation, the Board, and its authorized agents, is and are hereby appointed the attorney-in-fact for all Apartment 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 seventy percent (70%) or more of the Apartments then comprised within the Condominium Property untenable, the Apartment 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 Condominium Property shall be subject to an action for sale as upon partition at the suit of any Apartment Owner. In the event of any such sale or a sale of the Condominium Property after such election,



John A Donofrio, Summit Fiscal Officer

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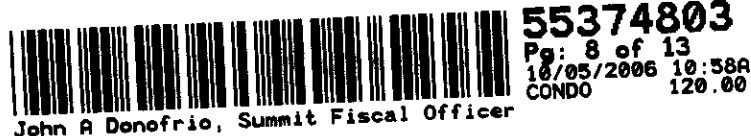
Pg: 7 of 13
10/05/2006 10:58A
CONDO 120.00

by agreement of all Apartment 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 Apartment Owners in proportion to their respective percentages of interest in the Common Elements. No Apartment Owner, however, shall receive any portion of his/her share of such proceeds until all liens and encumbrances on his/her Apartment have been paid, released or discharged.

D. Public Liability Insurance and Other Insurance Coverage.

1. The Association shall insure itself, the members of the Board, the Apartment Owners and occupants against liability for personal injury, disease, illness or death and for injury to or destruction of property occurring upon, in or about, or arising from or relating to the Common Elements, including, without limitation, water damage, legal liability, hired automobile, non-owner automobile and off-premises employee coverage, such insurance to afford protection to a limit of not less than Two Million Dollars (\$2,000,000.00) in respect to personal injury, disease, illness or death suffered by any one person, and to the limit of not less than Two Million Dollars (\$2,000,000.00) in respect to any one occurrence, and to the limit of not less than Two Million Dollars (\$2,000,000.00) in respect to damage to or destruction of property arising out of any one accident. All liability insurance shall contain cross-liability endorsements to cover liabilities of the Apartment Owners as a group to an Apartment Owner. In the event the insurance effected by the Association on behalf of the Apartment Owners and occupants against liability for personal injury or property damage arising from or relating to the Common Elements shall, for any reason, not fully cover any such liability, the amount of any deficit shall be a Common Expense to the Apartment Owners, and any Apartment Owner who shall have paid all or any portion of such deficiency in an amount exceeding his proportionate share thereof based on his percentage of interest in the Common Elements shall have a right of contribution for the other Apartment Owners according to their respective percentages of interest in the Common Elements. Such policy shall not insure against liability for personal or bodily injury or property damage arising out of or relating to the individual Apartments.

2. Worker's compensation insurance as required by law.



3. Such other insurance as the Declarant prior to the formation of the Association and the Board thereafter may determine, including, without limitation, errors and omissions insurance, liability insurance for Board members and fidelity coverage against dishonest acts of person handling Association funds.

E. Waiver of Subrogation. Each Apartment Owner and occupant, as a condition of accepting title and possession, or either one of such, of an Apartment, and the Association agree that, in the event any part(s) of the Condominium 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 Apartment Owner, occupant or the Association, and the lessees of any one of them, as provided for in this Article IX, 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.

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 Owners' property (casualty) insurance obligations as well as property restoration responsibilities. Upon the recording of this Amendment, only Apartment 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.



John A Donofrio, Summit Fiscal Officer

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Pg: 9 of 13
10/05/2006 10:58A
CONDO 120.00

AMENDMENT B

INSERT a new DECLARATION ARTICLE XI, SECTION I entitled, "Occupancy Restriction." Said new addition, to be added on Page 22 of the Declaration, as recorded at Summit County Records, Volume 5264, Page 147 et seq., is as follows:

I. Occupancy Restriction. No person who is adjudicated to be a sexual predator or a habitual sex offender and required to register with a designated registering agency, thereby requiring notice to be given pursuant to the Ohio Sex Offenders Act or similar statute from another jurisdiction, as the same may from time to time be amended, may reside in or occupy an Apartment for any length of time. Any violation of this restriction shall subject the Apartment Owner and/or any occupant of the Apartment to any and all remedies provided for by law as well as this Declaration. The Association shall not, however, be liable to any Apartment Owner or occupant, or anyone visiting any Apartment 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 Apartments. Upon the recording of this amendment, only Apartment 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 C

MODIFY BYLAWS ARTICLE XI, SECTION A. Said modification, to be made on Page 5 of the Bylaws, Exhibit C of the Declaration, as recorded at Summit County Records, Volume 5264, Page 147 et seq., is as follows (deleted language is crossed-out; new language is underlined):

A. The annual members' meeting shall be held anytime within the second calendar quarter ~~at the Condominium at three o'clock P.M., Eastern Standard Time, on the third Friday in February~~ of each year for the purpose of electing Members of the Board of Directors ~~Managers~~ and transacting any other business authorized to be transacted by the members; ~~provided however, if that day is a legal holiday, the meeting shall be held at the same hour on the next day which is not a holiday.~~



55374803
Pg: 10 of 13
10/05/2006 10:58A
CONDO 120.00

John A Donofrio, Summit Fiscal Officer

Any conflict between this provision and any other provision of the Declaration and Bylaws shall be interpreted in favor of this amendment changing the time for holding the annual meeting. Upon the recording of this amendment, only Apartment 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 BYLAWS ARTICLE XII, SECTION C, in its entirety. Said deletion is to be taken from Page 7 of the Bylaws, Exhibit C of the Declaration, as recorded at Summit County Records, Volume 5264, Page 147 et seq.

INSERT a new BYLAWS ARTICLE XII, SECTION C. Said new addition, to be added on Page 7 of the Bylaws, Exhibit C of the Declaration, as recorded at Summit County Records, Volume 5264, Page 147 et seq., is as follows:

C. At the first annual meeting following the passage of this amendment, the first three (3) candidates receiving the greatest percentage of votes shall serve for a three-year (3) term; the next three (3) candidates receiving the next greatest percentage of votes serve for a two-year (2) term, and the next two (2) candidates receiving the next greatest percentage of votes shall serve for a one (1) year term. This is to establish staggered elections with a 3-3-2 rotation. Upon the expiration of the terms of each such Director as stated above, a successor shall be elected to serve a term of three (3) years and all future Directors shall be elected to serve three (3) year terms.

Any conflict between these provisions and any other provisions of the Declaration and Bylaws shall be interpreted in favor of this amendment providing for Board member terms of three (3) years each with staggered elections 3-3-2. Upon the recording of this amendment, only Apartment Owners of record at the time of such filing shall have standing to contest the validity of the amendment, whether on procedural, substantive or any other grounds, provided further that any such challenge shall be brought within one year of the recording of the amendment.



IN WITNESS WHEREOF, The Georgetown Condominium Association of Akron has caused the execution of this instrument this 26 day of SEPT., 2006.

THE GEORGETOWN CONDOMINIUM ASSOCIATION OF AKRON

By: Martin J. Caruso, president
MARTIN J. CARUSO, its President

By: Nancy Patton
NANCY PATTON, its Secretary

STATE OF OHIO)
)
COUNTY OF SUMMIT) SS

BEFORE ME, a Notary Public, in and for said County, personally appeared the above named The Georgetown Condominium Association of Akron by its President and its Secretary, who acknowledged that they did sign the foregoing instrument, and that the same is the free act and deed of said corporation and the free act and deed of each of them personally and as such officers.

IN WITNESS WHEREOF, I have hereunto set my hand and official seal in Summit City, Akron, Ohio, this 26 day of SEPTEMBER, 2006.

Susan M. School
NOTARY PUBLIC SUSAN M. SCHOOL
MY COMMISSION EXPIRES DEC 15, 2008

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

ENV.



55374803
Pg: 12 of 13
10/05/2006 10:58A
CONDO 120.00

John A Donofrio, Summit Fiscal Officer

EXHIBIT A

CERTIFICATION OF BOARD OFFICERS

The undersigned, being the duly elected and qualified President and Secretary of The Georgetown Condominium Association of Akron, hereby certify that the Amendments to the Declaration and Bylaws were duly adopt in accordance with Article XIV of the Declaration.

Martin J. Caruso, President

MARTIN J. CARUSO, President

Nancy Patton

NANCY PATTON, Secretary

STATE OF OHIO)
)
COUNTY OF SUMMIT)

SS

BEFORE ME, a Notary Public in and for said County, personally appeared the above named Martin J. Caruso and Nancy Patton who acknowledged that they did sign the foregoing instrument and that the same is their free act and deed.

IN TESTIMONY WHEREOF, I have hereunto set my hand and official seal in Summit City, AKRON, Ohio, this 26 day of SEPTEMBER, 2006.

Susan M. School

NOTARY PUBLIC SUSAN M. SCHOOL

MY COMMISSION EXPIRES DEC. 15, 2008

 55374803
Pg: 13 of 13
10/05/2006 10:58A
CONDO 120.00
John A Donofrio, Summit Fiscal Officer

AMENDMENT TO THE
DECLARATION OF CONDOMINIUM
OF
THE GEORGETOWN CONDOMINIUM



PLEASE CROSS MARGINAL REFERENCE WITH THE DECLARATION OF CONDOMINIUM OWNERSHIP FOR THE GEORGETOWN CONDOMINIUM RECORDED AT VOLUME 5264, PAGE 147 ET SEQ., OF THE SUMMIT COUNTY RECORDS.

THIS WILL CERTIFY THAT A COPY OF THIS AMENDMENT TO THE DECLARATION OF CONDOMINIUM OF THE GEORGETOWN CONDOMINIUM WERE FILED IN THE OFFICE OF THE FISCAL OFFICER OF SUMMIT COUNTY, OHIO.

JOHN A. DONOFRIO

DATED: July 20, 2007

BY: By D. Taylor, Deputy Auditor
FISCAL OFFICER

AMENDMENT TO THE
DECLARATION OF CONDOMINIUM OF
THE GEORGETOWN CONDOMINIUM

WHEREAS, the Declaration of Condominium of The Georgetown Condominium (the "Declaration") and the By-Laws of The Georgetown Condominium Association (the "Bylaws"), Exhibit C to the Declaration, were recorded at Summit County Records Volume 5264, Page 147 et seq., and

WHEREAS, The Georgetown Condominium Association of Akron (the "Association") is a corporation consisting of all Unit Owners in The Georgetown Condominium and as such is the representative of all Unit Owners, and

WHEREAS, Article XIV of said Declaration authorizes amendments to the Declaration and Bylaws, and

WHEREAS, a meeting of the Association's Unit Owners was held on or about January 16, 2007, 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 added (the "Amendment"), and

WHEREAS, the Association has in its records the signed, written consents to the Amendment signed by Unit Owners representing 75.09% of the Association's voting power, and

WHEREAS, the Association has in its records the power of attorney signed by Unit Owners representing 75.09% of the Association's voting power authorizing the Association's officers to execute the Amendment on their behalf, and

WHEREAS, attached hereto as Exhibit A is a Certification of the Association's President and Secretary that the Amendment was duly adopted by the Association's Unit Owners, 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, and

NOW THEREFORE, the Declaration of Condominium for The Georgetown Condominium is hereby amended by the following:



John A Donofrio, Summit Fiscal Officer

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Pg: 2 of 6
07/20/2007 08:24A
CONDO 84.00

DELETE DECLARATION ARTICLE XI, SECTION E entitled, "Leasing," in its entirety. Said deletion is to be taken from Pages 21-22 of the Declaration, as recorded at Summit County Records, Volume 5264, Page 147 et seq. and as amended at Instrument No. 55298058.

INSERT a new DECLARATION ARTICLE XI, SECTION E entitled, "Leasing." Said new addition, to be added on Pages 21-22 of the Declaration, as recorded at Summit County Records, Volume 5264, Page 147 et seq. and as amended at Instrument No. 55298058, is as follows:

E Leasing. No Unit shall be leased, let or rented, whether for monetary compensation or not, by a Unit owner to others for business, speculative, investment or any other purpose. The purpose of this restriction is to create a community of resident Unit owners, subject to the following:

1. This restriction does not apply to: (a) Units that are occupied by the parent(s) or child(ren) of the Unit owner; or, (b) any Unit owner leasing or renting his/her Unit at the time of recording of this amendment with the Summit County Fiscal Office, and who has registered his/her Unit as being leased with the Association within ninety (90) days of the recording of this amendment, said Unit owner shall continue to enjoy the privilege of leasing that Unit until the title to said Unit is transferred to a subsequent Unit owner.

2. To meet a special situation and to avoid an undue hardship or practical difficulty, each Unit owner has the right to lease his/her Unit, provided the Unit owner gives prior written notice to the Board, to a specified lessee for a one-time period not less than six (6) consecutive months nor more than twenty-four (24) consecutive months. The one-time hardship exception of up to twenty-four (24) months may in no event be extended beyond the one twenty-four (24) month period.

3. In no event shall an Unit be rented or leased by the Unit owner thereof for transient purposes, which is defined to mean a rental for any period less than six (6) full, consecutive calendar months, nor rented or leased to any business or corporate entity for the purpose of corporate housing or similar type usage. Sub-leasing of any Unit, in whole or in part, is also prohibited.

4. Any land contract for the sale of an Unit must be recorded and a recorded copy of the same shall be delivered to the Board. Any land contract not recorded shall be considered an impermissible lease.



John A Donofrio, Summit Fiscal Officer

55462392
Pg: 3 of 6
07/20/2007 08:24A
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5. All exempted leases must be in writing. The lessee must abide by the terms of the Declaration, Bylaws, and rules and regulations. The Unit owner shall relinquish all amenity privileges, but continue to be responsible for all obligations of ownership of his/her Unit and shall be jointly and severally liable with the lessee to the Association for the conduct of the lessee and/or any damage to property. Copies of all exempted leases shall be delivered to the Board prior to the beginning of the lease term.

6. In accordance with Ohio Revised Code Section 5311.19(B), the Association may initiate eviction proceedings, pursuant to Chapters 5321 and 1923 of the Revised Code, to evict a tenant. The action shall be brought by the Association, as the Unit owner's agent, in the name of the Unit owner. In addition to any procedures required by Chapters 5321 and 1923 of the Revised Code, the Association shall give the Unit owner at least ten (10) days written notice of the intended eviction action. The costs of any eviction action, including reasonable attorney's fees, shall be charged to the Unit owner and shall be the subject of a special Assessment against the offending Unit and made a lien against that Unit.

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

IN WITNESS WHEREOF, The Georgetown Condominium Association of Akron has caused the execution of this instrument this 5th day of July, 2007.

THE GEORGETOWN CONDOMINIUM ASSOCIATION OF AKRON

By: Joy McGinnis
JOY MCGINNIS, its President

By: Barb Dzuro
BARB DZURO, its Secretary



John A Donofrio, Summit Fiscal Officer

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Pg: 4 of 8
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STATE OF OHIO)
)
COUNTY OF SUMMIT)

SS

BEFORE ME, a Notary Public, in and for said County, personally appeared the above named The Georgetown Condominium Association of Akron by its President and its Secretary, who acknowledged that they did sign the foregoing instrument, on Page 4 of 6, and that the same is the free act and deed of said corporation and the free act and deed of each of them personally and as such officers.

IN WITNESS WHEREOF, I have hereunto set my hand and official seal in Akron, Ohio, this 5th day of July, 2007.

Susan M School
NOTARY PUBLIC

SUSAN M SCHOOL
My Commission Expires
DEC. 15, 2008

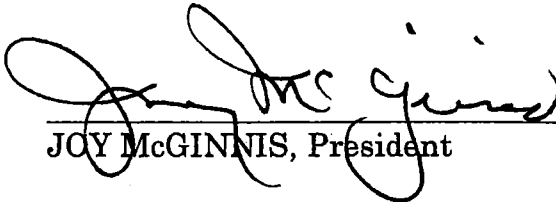


This instrument prepared by:
KAMAN & CUSIMANO, Attorneys at Law
2000 Terminal Tower
50 Public Square
Cleveland, Ohio 44113
(216) 696-0650

EXHIBIT A

CERTIFICATION OF BOARD OFFICERS

The undersigned, being the duly elected and qualified President and Secretary of The Georgetown Condominium Association of Akron, hereby certify that the Amendment to the Declaration and Bylaws was duly adopt in accordance with Article XIV of the Declaration.



JOY MCGINNIS, President

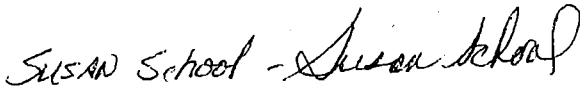


BARB DZURO, Secretary

STATE OF OHIO)
)
COUNTY OF SUMMIT) SS

BEFORE ME, a Notary Public in and for said County, personally appeared the above named Joy McGinnis and Barb Dzuro who acknowledged that they did sign the foregoing instrument and that the same is their free act and deed.

IN TESTIMONY WHEREOF, I have hereunto set my hand and official seal in Akron, Ohio, this 5th day of July, 2007.



NOTARY PUBLIC *MY COMMISSION EXPIRES*
 DEC. 15 2008

AMENDMENT TO THE
DECLARATION OF CONDOMINIUM
OF
THE GEORGETOWN CONDOMINIUM

PLEASE CROSS MARGINAL REFERENCE WITH THE DECLARATION OF CONDOMINIUM OF THE GEORGETOWN CONDOMINIUM RECORDED AT VOLUME 5264, PAGE 147 ET SEQ. AND THE AMENDMENT TO THE DECLARATION OF CONDOMINIUM OF THE GEORGETOWN CONDOMINIUM RECORDED AT INSTRUMENT NO. 55462392, OF THE SUMMIT COUNTY RECORDS.

THIS WILL CERTIFY THAT A COPY OF THIS AMENDMENT TO THE DECLARATION OF CONDOMINIUM OF THE GEORGETOWN CONDOMINIUM WAS FILED IN THE OFFICE OF THE FISCAL OFFICER OF SUMMIT COUNTY, OHIO.

DATED: 12/9/13

BY: **KRISTEN M. SCALISE CPA, CFE**
FISCAL OFFICER

By: Katie Mancino
Katie Mancino



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CONDO 20.00

**AMENDMENT TO THE
DECLARATION OF CONDOMINIUM OF
THE GEORGETOWN CONDOMINIUM**

WHEREAS, the Declaration of Condominium of The Georgetown Condominium (the "Declaration") was recorded at Summit County Records Volume 5264, Page 147 et seq., and

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

WHEREAS, the Board of Directors approved the following matter to be modified (the "Amendment") to bring the Declaration into compliance with Ohio Revised Code Chapter 5311 and the requirements of the Federal Housing Administration, and/or federal law, and

WHEREAS, attached hereto as Exhibit A is a certification of the Association's Officers stating that the Amendment was duly adopted in accordance with the provisions of the Declaration and the Ohio Revised Code Chapter 5311, and

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

NOW THEREFORE, the Declaration of Condominium of The Georgetown Condominium is hereby amended by the Board of Directors as follows:

INSERT a new PARAGRAPH 7 to DECLARATION ARTICLE XI, SECTION E entitled "Leasing." Said addition, to be made on Page 22 of the Declaration, as recorded at Summit County Records, Volume 5264, Page 147 et seq., and as amended at Instrument No. 55298058, and further amended at Instrument No. 55462392, is as follows:

7. Notwithstanding the above provisions of this Section, to comply with Federal Housing Administration requirements, at any given time a maximum of one Unit may be leased or rented without the need for any showing of a hardship or other exception to the

leasing restriction in this Section. Such Unit cannot be leased for transient or hotel purposes or the leasing of the Unit to an occupant to whom customary hotel services (such as the furnishing of laundry and linen and room service, is maintained). The leasing of such Unit is subject to all other covenants and restrictions in the Declaration and Bylaws, and the rules, and any tenant and/or occupant of such Unit is subject to all said covenants, restrictions, and rules as though the tenant and/or occupant were the Unit Owner. The Board is granted the full power and authority to set rules regarding such rental, including but not limited to the ability to set procedures and priorities for wait-lists, as the Board deems necessary. For all other Units, all the restrictions of the Declaration and in this Section regarding the rental of Units remain applicable.

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

IN WITNESS WHEREOF, the said The Georgetown Condominium Association of Akron has caused the execution of this instrument this 16th day of November, 2013.

THE GEORGETOWN CONDOMINIUM ASSOCIATION OF AKRON

By: ELM Mahoney
ELIZABETH MAHONEY, its President

By: Sally Dec
SALLY DEC, Secretary



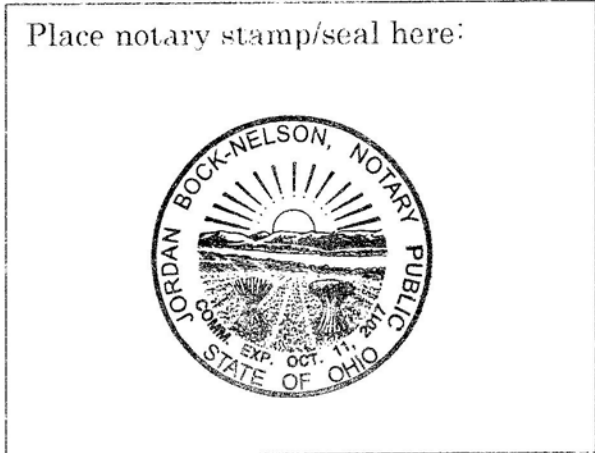
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STATE OF OHIO)
) SS
COUNTY OF SUMMIT)

BEFORE ME, a Notary Public, in and for said County, personally appeared the above named The Georgetown Condominium Association of Akron, by Elizabeth Mahoney, its President, and Sally Dec, its Secretary who acknowledged that they did sign the foregoing instrument, on Page 3 of 5, and that the same is their free act and deed of said corporation and the free act and deed of them personally and as such officers.

IN WITNESS WHEREOF, I have hereunto set my hand and official seal in Akron, Ohio, this 16th day of November, 2013.


NOTARY PUBLIC



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

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Kristen Scalise, Summit Co Fiscal Office

EXHIBIT A

CERTIFICATION OF BOARD OFFICERS

The undersigned, being the duly elected and qualified President and Secretary of The Georgetown Condominium Association of Akron, hereby certifies that the Amendment to the Declaration was duly adopted in accordance with the provisions of the Declaration and the Ohio Revised Code.

EL Mahoney
ELIZABETH MAHONEY, President

Sally Dec
SALLY DEC, Secretary

STATE OF OHIO)
) SS
COUNTY OF SUMMIT)

BEFORE ME, a Notary Public, in and for said County, personally appeared the above named **ELIZABETH MAHONEY** and **SALLY DEC** who acknowledges that they did sign the foregoing instrument and that the same is their free act and deed.

IN TESTIMONY WHEREOF, I have hereunto set my hand and official seal in Akron, Ohio, this 16th day of November, 2013.

JBN
NOTARY PUBLIC



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AMENDMENTS TO THE
DECLARATION OF CONDOMINIUM
OF
THE GEORGETOWN CONDOMINIUM

PLEASE CROSS MARGINAL REFERENCE WITH THE DECLARATION OF CONDOMINIUM OF THE GEORGETOWN CONDOMINIUM RECORDED AT VOLUME 5264, PAGE 147 ET SEQ. OF THE SUMMIT COUNTY RECORDS.

THIS WILL CERTIFY THAT A COPY OF THIS AMENDMENT TO THE DECLARATION OF CONDOMINIUM OF THE GEORGETOWN CONDOMINIUM WAS FILED IN THE OFFICE OF THE FISCAL OFFICER OF SUMMIT COUNTY, OHIO.

DATED: 10/19/15

BY: **KRISTEN M. SCALISE CPA, CFE**
FISCAL OFFICER

By: *Katie Mancino*
Katie Mancino



Kristen Scalise, Summit Co Fiscal Office

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AMENDMENTS TO THE
DECLARATION OF CONDOMINIUM OF
THE GEORGETOWN CONDOMINIUM

WHEREAS, the Declaration of Condominium of The Georgetown Condominium (the "Declaration") and the Bylaws of The Georgetown Condominium Association of Akron (the "Bylaws"), Exhibit C the Declaration, were recorded at Summit County Records, Volume 5264, Page 147 et seq., and

WHEREAS, The Georgetown Condominium Association of Akron (the "Association") is a corporation consisting of all Unit Owners in the Georgetown Condominium and as such is the representative of all Unit Owners, and

WHEREAS, Declaration Article XIV authorizes amendments to the Declaration and Bylaws, and

WHEREAS, a meeting, including any change, adjournment, or continuation of such meeting, of the Association's Unit Owners was held on or about April 17, 2012, and, at such meeting and any adjournment, Unit Owners representing 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 Amendment A signed by Unit Owners representing 76.63% of the Association's voting power, together with the minutes from said meeting and any continuation thereof, and

WHEREAS, the Association has in its records the power of attorney signed by Unit Owners representing 76.63% of the Association's voting power authorizing the Association's officers to execute Amendment A on their behalf, and

WHEREAS, the Association has in its records the signed, written consents to Amendment B signed by Unit Owners representing 76.81% of the Association's voting power, together with the minutes from said meeting and any continuation thereof, and



WHEREAS, the Association has in its records the power of attorney signed by Unit Owners representing 76.81% of the Association's voting power authorizing the Association's officers to execute Amendment B on their behalf, and

WHEREAS, the Association has in its records the signed, written consents to Amendment D signed by Unit Owners representing 76.75% of the Association's voting power, together with the minutes from said meeting and any continuation thereof, and

WHEREAS, the Association has in its records the power of attorney signed by Unit Owners representing 76.75% of the Association's voting power authorizing the Association's officers to execute Amendment D on their behalf, and

WHEREAS, attached as Exhibit A is a certification of the Association's President and Secretary stating that the Amendments were duly adopted in accordance with the Declaration provisions, and

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

NOW THEREFORE, the Declaration of Condominium of The Georgetown Condominium is amended by the following:

AMENDMENT A

DELETE BYLAWS ARTICLE IV, SECTION 3, in its entirety. Said deletion to be taken from Page 3 of the Bylaws, Exhibit C of the Declaration, as recorded at Summit County Records, Volume 5264, Page 147 et seq.

INSERT a new BYLAWS ARTICLE IV, SECTION 3. Said new addition, to be added on Page 3 of the Bylaws, Exhibit C of the Declaration, as recorded at Summit County Records, Volume 5264, Page 147 et seq., is as follows:

3. There shall be one equal vote for each of the Units comprising the property, with the total number of votes equaling the total number of Units. If more than one person shall own a Unit, they shall be entitled collectively to cast only one vote exercising the



voting power of such Unit inasmuch as such voting power may not be divided among plural Unit Owners. In the case of a Unit owned or held in the name of a corporation, partnership, or limited liability company, a certificate signed by said Unit Owner(s) shall be filed with the Secretary of Association naming the person authorized to cast a vote for such Unit, which certificate shall be conclusive until a subsequent substitute certificate is filed with the Secretary of the Association. If such certificate is not on file, the vote of such corporation, partnership, or limited liability company shall not be considered nor shall the presence of such Unit Owner at a meeting be considered in determining whether the quorum requirement for such meeting has been met. Fiduciaries and minors who are Unit Owners of record of a Unit may vote their respective interests as a Unit Owner. When any fiduciary or other legal representative of a Unit Owner has furnished to the Association proof, satisfactory to it, of his/her authority, he/she may vote as though he/she were the Unit Owner. The vote of the Association with respect to any Units owned by the Association shall be determined by the Board.

Any conflict between the above provision and any other provisions of the Declaration and Bylaws shall be interpreted in favor of having Unit Owners exercise one vote per Unit. The invalidity of any part of the above provision shall not impair or affect in any manner the validity or enforceability of the remainder of the provision. Upon the recording of this amendment, only Unit Owner of record at the time of such filing shall have standing to contest the validity of this amendment, whether on procedural, substantive or any other grounds, provided further that any such challenge shall be brought in the court of common pleas within one year of the recording of the amendment.

AMENDMENT B

MODIFY BYLAWS ARTICLE XII, SECTION A entitled, "Membership." Said modification, to be made on Page 6 of the Bylaws, Exhibit C of the Declaration, as recorded at Summit County Records, Volume 5264, Page 147 et seq., and as amended at Instrument No. 55298058, is as follows (deleted language is crossed-out; new language is underlined):



A. Membership. The affairs of the Association shall be managed by a board of seven (7) Directors not less than three nor more than 21 Directors, the exact number to be determined at the time of election. Each Director must be a Unit Owner or the spouse of a Unit Owner and a member in good standing. That notwithstanding, no one (1) Unit may be represented by more than one (1) person on the Board at any one (1) time. As used in this section, "good standing" requires that the member not be more than 30 days delinquent in the payment of any fees and/or Assessments owed to the Association. Any Board Member who becomes delinquent for more than 30 days while serving on the Board may be removed by a majority vote of the remaining Board Members.

Any conflict between this provision and any other provisions of the Declaration and Bylaws will be interpreted in favor of this amendment regarding the number, qualifications, and removal of Board members. The invalidity of any part of the above provision will not impair or affect in any manner the validity or enforceability of the remainder of the provision. Upon the recording of this amendment, only Unit Owners of record at the time of such filing will have standing to contest the validity of the amendment, whether on procedural, substantive or any other grounds, provided further that any such challenge will be brought in the court of common pleas within one year of the recording of the amendment.

DELETE BYLAWS ARTICLE XII, SECTION C in its entirety. Said deletion to be taken from Page 7 of the Bylaws, Exhibit C of the Declaration, as recorded at Summit County Records, Volume 5264, Page 147 et seq., and as amended at Instrument No. 55374803.

INSERT a new BYLAWS ARTICLE XII, SECTION C entitled, "Term." Said new addition, to be added on Page 7 of the Bylaws, Exhibit C of the Declaration, as recorded at Summit County Records, Volume 5264, Page 147 et seq., is as follows:

C. Term. Unless elected or appointed to fill a Board vacancy, the terms of the seven Directors will be three years, however, the terms will be staggered so that a 3-2-2 rotation is created and maintained at all times.

Each Board member will hold office until his/her successor is elected, or until his/her earlier resignation, removal from office or death. Any Board member may resign at any time by oral statement to that effect made at a meeting of the Board or in a writing to that effect delivered to the Secretary or President of the Association. The office of a Board member who resigns or who ceases to be qualified to serve as such, shall automatically and immediately become vacant. The remaining Board members, though less than a majority, may, by a vote of a majority of their number, fill any vacancy for the unexpired term.

Any conflict between this provision and any other provisions of the Declaration and Bylaws will be interpreted in favor of this amendment regarding the number, qualifications and term of Board members. The invalidity of any part of the above provision will not impair or affect in any manner the validity or enforceability of the remainder of the provision. Upon the recording of this amendment, only Unit Owners of record at the time of such filing will have standing to contest the validity of the amendment, whether on procedural, substantive or any other grounds, provided further that any such challenge will be brought in the court of common pleas within one year of the recording of the amendment.

AMENDMENT C

[Intentionally Left Blank - Amendment Proposal Did Not Pass]

AMENDMENT D

MODIFY BYLAWS ARTICLE XIV entitled, "OFFICERS." Said modification, to be made on Pages 10-11 of the Bylaws, Exhibit C of the Declaration, as recorded at Summit County Records, Volume 5264, Page 147 et seq., is as follows (deleted language is crossed-out; new language is underlined):

XIV. OFFICERS

A. The executive officers of the Association shall be a President, ~~who shall be a Director~~, a Vice-President, a Treasurer, a Secretary and ~~an Assistant~~ a Recording Secretary, all of whom shall



be Directors and shall be elected annually by the Board of Directors and who may be peremptorily removed by a vote of the Directors at any meeting. Any person may hold two or more offices except that the President shall not also be the Recording Secretary or an Assistant Secretary. The Board of Directors shall from time to time elect such other officers and designate their powers and duties as the Board shall find to be required to manage the affairs of the Association.

B. The President shall be the chief executive officer of the Association. He shall have all of the powers and duties which are usually vested in the office of president of an association, including but not limited to the power to appoint committees from among members from time to time as he may in his discretion determine to be appropriate, to assist in the conduct of the affairs of the Association.

C. The Vice-President shall in the absence or disability of the President exercise the powers and perform the duties of the President. He shall also generally assist the President and exercise such other powers and perform such other duties as shall be prescribed by the Directors.

D. The Recording Secretary shall keep the minutes of all proceedings of the Board of Directors' and the members' meetings. He shall attend to the giving and serving of all notices to the members and Directors and other notices required by law. He shall keep the records of the Association, except those of the Treasurer, and shall perform all other duties incident to the office of secretary of an association and as may be required by the Directors or the President. ~~The Assistant Secretary shall perform the duties of the Secretary is absent.~~

E. The Treasurer shall have custody of all property of the Association, including funds, securities, and evidence of indebtedness. He shall keep the books of the Association in accordance with good accounting practices; and he shall perform all other duties incident to the office of Treasurer.



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Pg: 7 of 10
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Kristen Scalise, Summit Co Fiscal Office

F. All Directors and Officers of the Board shall serve without compensation. ~~The compensation of all officers and employees of the Association shall be fixed by the Managers. The previous statement provision that Managers fees shall be determined by the members shall not preclude the Board of Directors from hiring and employing a Director as an employee of the Association nor preclude the contracting with a Director for the management of the Condominium.~~

Any conflict between the above provisions and any other provisions of the Declaration and Bylaws shall be interpreted in favor of this amendment clarifying the officers duties and compensation for same. The invalidity of any part of the above provision shall not impair or affect in any manner the validity or enforceability of the remainder of the provision. 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 this amendment, whether on procedural, substantive or any other grounds, provided further that any such challenge shall be brought in the court of common pleas within one year of the recording of the amendment.

The The Georgetown Condominium Association of Akron has caused the execution of this instrument this 5th day of October, 2015.

THE GEORGETOWN CONDOMINIUM ASSOCIATION OF AKRON

By: Catherine E Joliet
CATHERINE JOLIET, its President

By: Cathy Kostich
CATHY KOSTICH, its Secretary

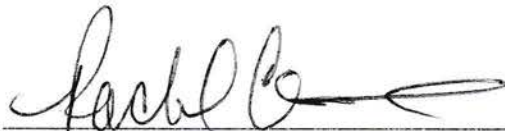


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STATE OF OHIO)
)
COUNTY OF Summit) SS

BEFORE ME, a Notary Public, in and for said County, personally appeared the above named The Georgetown Condominium Association of Akron, by its President and its Secretary, who acknowledged that they did sign the foregoing instrument, on Page 8 of 10, 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.

I have set my hand and official seal in Akron, Ohio, this 5 day of October, 2015.



NOTARY PUBLIC

Place notary stamp/seal here:



10/19/15

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

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Kristen Scalise, Summit Co Fiscal Office

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Pg: 9 of 10
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EXHIBIT A

CERTIFICATION OF PRESIDENT AND SECRETARY

STATE OF OHIO)
)
COUNTY OF Summit) SS

CATHERINE JOLIET and CATHY KOSTICH, being the duly elected and acting President and Secretary of the The Georgetown Condominium Association of Akron, certify that the Amendments to the Declaration of Condominium of The Georgetown Condominium were duly adopted in accordance with the provisions set forth in the Declaration for amendments.

Catherine E Joliet
CATHERINE JOLIET, President

Cathy Kostich
CATHY KOSTICH, Secretary

BEFORE ME, a Notary Public in and for said County, personally appeared the above named CATHERINE JOLIET and CATHY KOSTICH who acknowledged that they did sign the foregoing instrument and that the same is their free act and deed.

IN TESTIMONY WHEREOF, I have set my hand and official seal in Akron, Ohio, this 5 day of October, 2015.

Rachel Croiser
NOTARY PUBLIC



11

AMENDMENTS TO THE
DECLARATION OF CONDOMINIUM OWNERSHIP
FOR
THE GEORGETOWN CONDOMINIUM

PLEASE CROSS MARGINAL REFERENCE WITH THE DECLARATION OF CONDOMINIUM OF FOR THE GEORGETOWN CONDOMINIUM RECORDED AT VOLUME 5264, PAGE 147 ET SEQ. OF THE SUMMIT COUNTY RECORDS.

THIS WILL CERTIFY THAT A COPY OF THESE AMENDMENTS TO THE DECLARATION OF CONDOMINIUM OF FOR THE GEORGETOWN CONDOMINIUM WERE FILED IN THE OFFICE OF THE FISCAL OFFICER OF SUMMIT COUNTY, OHIO

DATED: 11-10-2022

BY: KRISTEN M. SCALISE CPA, CFE
FISCAL OFFICER
By: *Beverly Coble*
Beverly Coble



**AMENDMENTS TO THE
DECLARATION OF CONDOMINIUM FOR
THE GEORGETOWN CONDOMINIUM**

RECITALS

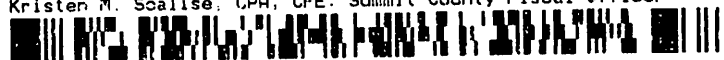
- A. The Declaration of Condominium for The Georgetown Condominium (the "Declaration") and the Bylaws of The Georgetown Condominium Association of Akron, Exhibit C of the Declaration (the "Bylaws"), were recorded at Summit County Records Volume 5264, Page 147 et seq.
- B. Ohio Revised Code Section 5311.05(E)(1)(c) authorizes the Board of Directors (the "Board"), without a vote of the Apartment Owners, to amend the Declaration "to bring the Declaration into compliance with this Chapter."
- C. The Board approved the following matters to be modified (the "Amendments") to bring the Declaration into compliance with Ohio Revised Code Chapter 5311 ("Chapter 5311").
- D. Each of the changes set forth in these Amendments are based on or in accordance with Chapter 5311.
- E. Attached as Exhibit A is a certification of the Association's President and Secretary stating that the Amendments were approved by the Board in accordance with Ohio Revised Code Section 5311.05(E)(1)(c).
- F. The proceedings necessary to amend the Declaration and Bylaws as permitted by Chapter 5311 and the Declaration have in all respects been complied with.

AMENDMENTS

The Declaration of Condominium for The Georgetown Condominium and the Bylaws of The Georgetown Condominium Association of Akron are amended by the Board of Directors as follows:

- (1) INSERT a NEW PARAGRAPH to the end of DECLARATION ARTICLE XIII, SECTION D. Said new addition, to be added to the Declaration, as recorded at the Summit County Records, Volume 5264, Page 147 et seq. and as amended at Instrument No. 55298058, is as follows:

The Board will impose the following enforcement procedure:



1. Prior to imposing a charge for damages or an enforcement assessment, the Board will give the Apartment Owner a written notice, which may be in the form of electronic mail to an electronic mail address previously provided by the owner in writing, that includes:

(a) A description of the property damage or violation;

(b) The amount of the proposed charge or assessment;

(c) A statement that the Apartment Owner has a right to a hearing before the Board to contest the proposed charge or assessment;

(d) A statement setting forth the procedures to request a hearing;

(e) A reasonable date by which the Apartment Owner must cure the violation to avoid the proposed charge or assessment.

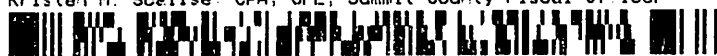
2. Hearing Requirements:

(a) To request a hearing, the Apartment Owner must deliver a written notice to the Board not later than the tenth day after receiving the notice required above. If the Apartment Owner fails to make a timely request for a hearing, the right to that hearing is waived, and the Board may immediately impose a charge for damages or an enforcement assessment.

(b) If a Apartment Owner timely requests a hearing, at least seven days prior to the hearing the Board will provide the Apartment Owner with a written notice that includes the date, time, and location of the hearing.

(c) The Board will not levy a charge or assessment before holding a properly requested hearing.

3. The Board may allow a reasonable time to cure a violation described above before imposing a charge or assessment.



4. Within 30 days following a hearing at which the Board imposes a charge or assessment, the Association will deliver a written notice of the charge or assessment to the Apartment Owner.

5. The Association will deliver any written notice required above to the Apartment Owner or any occupant of the Unit by personal delivery, by electronic mail, by certified mail, return receipt requested, or by regular mail.

(2) MODIFY DECLARATION ARTICLE VII, SECTION C. Said modification, to be made to the Declaration, as recorded at Summit County Records, Volume 5264, Page 147 et seq., is as follows: (new language is underlined)

C. Lien for assessments. The Association shall have a continuing lien, in accordance, with the Condominium Act, which lien shall also secure reasonable costs and attorney's fees incurred by the Association incident to the collection of such assessment or enforcement of such lien, which fees and costs shall be borne by the unit owner.

D. INSERT BYLAWS ARTICLE XVII, entitled "Books and Records." Said addition, to be added to the Bylaws, Exhibit C of the Declaration, as recorded at Summit County Records, Volume 5264, Page 147 et seq., is as follows:

XVII. Books and Records

The Association, as determined by the Board, is not required to permit the examination and copying of any of the following from books, records, or minutes that contain any of the following:

A. Information that pertains to Condominium Property-related personnel matters;

B. Communications with legal counsel or attorney work product pertaining to pending litigation or other Condominium Property-related matters;

C. Information that pertains to contracts or transactions currently under negotiation, or information that is contained in a contract or other agreement containing confidentiality requirements and that is subject to those requirements;

D. Information that relates to the enforcement of the Declaration, Bylaws, or Association rules against an Apartment Owner;



E. Information the disclosure of which is prohibited by state or federal law;

F. Records that date back more than five years prior to the date of the request.

E. **MODIFY BYLAWS ARTICLE XII, SECTION A.** Said modification, to be made to the Bylaws, Exhibit C of the Declaration, as recorded at Summit County Records, Volume 5264, Page 147 et seq., and as amended at Instrument No. 56165104 is as follows: (deleted language is crossed out; new language is underlined)

A. **Membership.** The affairs of the Association shall be managed by a board of seven (7) Directors. Each Director must be a Unit Owner or the spouse of a Unit Owner and a member in good standing. If an Apartment Owner is not an individual, that Apartment Owner may nominate for the Board of Directors any principal, member of a limited liability company, partner, director, officer, or employee of that Apartment Owner, and the majority of the Board will not consist of Apartment Owners or representatives from the same Apartment unless authorized by a resolution adopted by the Board of Directors prior to the Board majority being comprised of Apartment Owners or representatives from the same Apartment. ~~That notwithstanding, no one (1) Unit may be represented by more than one (1) person on the Board at any one (1) time.~~ As used in this section, "good standing" requires that the member not be more than 30 days delinquent in the payment of any fees and/or Assessments owed to the Association. Any Board Member who becomes delinquent for more than 30 days while serving on the Board may be removed by a majority vote of the remaining Board Members.

F. **INSERT A NEW SENTENCE** to the end of BYLAWS ARTICLE XII, SECTION E. Said new addition, to be added to the Bylaws, Exhibit C of the Declaration, as recorded at Summit County Records, Volume 5264, Page 147 et seq., and as amended at Instrument No. 55298058, is as follows:

In lieu of conducting a meeting, the Board may take action with the unanimous written consent of the Directors; those written consents will be filed with the Board meeting minutes.

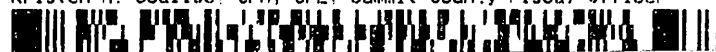
G. **INSERT DECLARATION ARTICLE XIV, SECTION E** entitled "Board Amendments." Said new addition, to be added to the Declaration, as recorded at Summit



County Records, Volume 5264, Page 147 et seq., and as amended at Instrument No. 55298058, is as follows:

E. Board Amendments. Notwithstanding the above, without an Apartment Owner vote, the Board may amend the Declaration in any manner necessary for any of the following purposes:

1. To meet the requirements of institutional mortgagees, guarantors and insurers of first mortgage loans, the federal national mortgage association, the federal home loan mortgage corporation, the federal housing administration, the veterans administration, and similar institutions;
2. To meet the requirements of insurance underwriters;
3. To bring the Declaration into compliance with the Ohio Condominium Act (Revised Code Chapter 5311);
4. To correct clerical or typographical errors or obvious factual errors in the Declaration or an exhibit to the Declaration;
5. To designate a successor to the person named to receive service of process for the Association. If the Association is incorporated in Ohio, this may be accomplished by filing with the Secretary of State an appropriate change of statutory agent designation;
6. To delete as void, any provision within the Declaration or Bylaws, or in any applicable restriction or covenant, that prohibits, limits the conveyance, encumbrance, rental, occupancy, or use of property subject to Revised Code Chapter 5311 on the basis of race, color, national origin, sex, religion, or familial status.
7. To permit notices to Apartment Owners, as required by the Declaration or Bylaws, to be sent by electronic mail and, if returned undeliverable, by regular mail, provided the association has received the prior, written authorization from the Apartment Owner;



Any Apartment Owner who is aggrieved by an amendment to the Declaration that the Board of Directors makes in accordance with the above may commence a declaratory judgment action to have the amendment declared invalid as violative of the above. Any action filed to contest the validity of the amendment must be filed in the appropriate court of common pleas within one year from the date of the recordation of the amendment.

H. **MODIFY BYLAWS ARTICLE XIII, SECTION M(2).** Said modification, to be made to the Bylaws, Exhibit C of the Declaration, as recorded at Summit County Records, Volume 5264, Page 147 et seq., and as amended at Instrument No. 55298058, is as follows: (deleted language is crossed out; new language is underlined)

(2) Commence, defend, intervene in, settle, or compromise any civil, criminal, land use planning or administrative action or proceeding that is in the name of, or threatened against, the Association, the Board, or the Condominium Property, or that involves two or more Apartment Owners, impacts zoning, or otherwise ~~and~~ relates to matters affecting the Condominium Property;

I. **INSERT A NEW DECLARATION ARTICLE XXII, entitled "Notices to Apartment Owners."** Said new addition, to be added to the Declaration, as recorded at Summit County Records, Volume 5264, Page 147 et seq., is as follows:

XXII. Notices to Apartment Owners. All notices required or permitted by the Declaration or Bylaws to any Apartment Owner will be in writing and is deemed effectively given if it has been sent by regular U.S. mail, first-class postage prepaid, to their Apartment address or to another address the Apartment Owner designates in writing to the Board, or delivered using electronic mail subject to the following:

A. The Association may use electronic mail or other transmission technology to send any required notice only to Apartment Owners, individually or collectively, who have given the Association written consent to the use of electronic mail or other transmission technology. Any Apartment Owner who has not given the Association written consent to use of electronic mail or other transmission technology will receive notices by either regular mail or hand delivered.

B. An electronic mail or transmission technology to a Apartment Owner is not considered delivered and effective if the Association's transmission to the Apartment Owner fails, e.g. the Association receives an "undeliverable" or similar message, or the



inability to deliver the transmission to the Apartment Owner becomes known to the person responsible for sending the transmission. If the electronic mail or transmission is not delivered or effective, the Association will deliver the notice or other communication to the Apartment Owner by either regular mail or hand delivered.

J. **MODIFY BYLAWS ARTICLE XV, SECTION B(3).** Said modification, to be made to the Bylaws, Exhibit C the Declaration, as recorded at Summit County Records, Volume 5264, Page 147 et seq., is as follows: (deleted language is crossed out; new language is underlined)

3. Reserve for replacement, the amount deemed adequate by the Board to maintain a reserve for the cost of unexpected repairs and replacements of capital improvements and for the repair and replacement of major improvements in an amount adequate to repair and replace major capital items in the normal course of operations without the necessity of special assessments, unless the Unit Owners, exercising not less than a majority of the voting power of the Association, waive the reserve requirement in writing annually for which shall not exceed 105% of the budget for this account for the prior year.

K. **INSERT A NEW PARAGRAPH TO THE END OF PARAGRAPH** to the end of **DECLARATION ARTICLE IX, SECTION D(3).** Said modification, to be made to the Declaration, as recorded at Summit County Records, Volume 5264, Page 147 et seq., and as amended at Instrument No. 55374803 is as follows:

The Board may maintain blanket fidelity, crime, or dishonesty insurance coverage for any person who controls or disburses association funds. As used in this section, "person who controls or disburses association funds" means any individual with authority or access to sign checks, conduct electronic transfers, or otherwise withdraw funds from any association account or deposit, including the following:

- (a) A management company's principals and employees;
- (b) A bookkeeper;
- (c) The president, secretary, treasurer, any other board member, or employee of the unit owners association.



All of the following apply to the insurance coverage required under this section:

(1) Coverage shall be for the maximum amount of funds that will be in the custody of the association or its designated agent at any one time plus three months of operating expenses.

(2) The insurance shall be the property of and for the sole benefit of the association and shall protect against theft, embezzlement, misappropriation, or any other unauthorized taking or loss of association funds.

(3) The policy shall include in its definition of "employee" the manager and the managing agent of the association's funds or provide for this inclusion by an endorsement to the policy.

(4) The policy shall name the association as the insured party and shall include a provision requiring the issuer of the policy to provide a ten-day written notice to the association's president or manager in the event of cancellation or substantial modification of the policy. The manager or managing agent, if any, of the association shall be the designated agent on the policy.

(5) If there is a change in the manager or the managing agent of the association, then within ten days of the effective start date, the new manager or managing agent shall notify the insurer of such change.

Any conflict between the above provisions and any other provisions of the Declaration and Bylaws will be interpreted in favor of the above amendments. The invalidity of any part of the above provision will not impair or affect in any manner the validity or enforceability of the remainder of the provision. Upon the recording of these amendments, only Apartment Owners of record at the time of such filing have standing to contest the validity of these amendments, whether on procedural, substantive or any other grounds, provided further that any such challenge must be brought in the court of common pleas within one year of the recording of the amendments.



EXHIBIT A

CERTIFICATION OF OFFICERS

STATE OF OHIO)
COUNTY OF Summit) SS

NANCY MAHONEY and SHENAN MAY, being the duly elected and acting President and Secretary of The Georgetown Condominium Association of Akron, certify that the Amendments to the Declaration of Condominium for The Georgetown Condominium were approved by the Board in accordance with Ohio Revised Code Section 5311.05(E)(1).


Nancy Mahoney, President
NANCY MAHONEY, President
Shenan May, Secretary
SHENAN MAY, Secretary

BEFORE ME, a Notary Public in and for said County, personally appeared the above-named NANCY MAHONEY and SHENAN MAY who acknowledged that they did sign the foregoing instrument and that the same is their free act and deed.

I have set my hand and official seal this 19 day of October, 2022.

Danny D Horn
NOTARY PUBLIC

Place notary stamp/seal here:



DANNY D HORN
Notary Public
State of Ohio
My Comm. Expires
May 9, 2027



The Georgetown Condominium Association of Akron has caused the execution of this instrument this 19 day of October, 2022.

THE GEORGETOWN CONDOMINIUM ASSOCIATION OF AKRON

By: Nancy Mahoney, President
NANCY MAHONEY, President

By: Shenan May, Secretary
SHENAN MAY, Secretary


STATE OF OHIO)
COUNTY OF Summit) SS

BEFORE ME, a Notary Public, in and for said County, personally appeared the above named The Georgetown Condominium Association of Akron, by its President and its Secretary, who acknowledged that they did sign the foregoing instrument, and that the same is the free act and deed of said corporation and the free act and deed of them personally and as such officers.

I have set my hand and official seal this 19 day of October, 2022.

NOTARY PUBLIC

Place notary stamp/seal here:



DANNY D HORN
Notary Public
State of Ohio
My Comm. Expires
May 9, 2027

This instrument prepared by:
KAMAN & CUSIMANO, LLC
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Cleveland, Ohio 44113
(216) 696-0650
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