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File 202219845

#### AMENDMENTS TO THE

#### DECLARATION OF CONDOMINIUM OWNERSHIP

<u>FOR</u>

THE MEADOWS OF WALDEN CONDOMINIUM

PLEASE CROSS MARGINAL REFERENCE WITH THE DECLARATION OF CONDOMINIUM FOR THE MEADOWS OF WALDEN CONDOMINIUM RECORDED AT VOLUME 969, PAGE 42 ET SEQ. OF THE PORTAGE COUNTY RECORDS.

### AMENDMENTS TO THE DECLARATION OF CONDOMINIUM FOR THE MEADOWS OF WALDEN CONDOMINIUM

#### RECITALS

- A. The Declaration of Condominium for The Meadows of Walden Condominium (the "Declaration") and the Bylaws of The Meadows of Walden Condominium Association, Exhibit D of the Declaration (the "Bylaws"), were recorded at Portage County Records Volume 969, Page 42 et seq.
- B. Ohio Revised Code Section 5311.05(E)(1)(c) authorizes the Board of Directors (the "Board"), without a vote of the Unit 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. 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 Meadows of Walden Condominium and the Bylaws of The Meadows of Walden Condominium Association are amended by the Board of Directors as follows:

(1) INSERT a NEW PARAGRAPH to the end of DECLARATION ARTICLE XIV, SECTION C. Said new addition, to be added to the Declaration, as recorded at the Portage County Records, Volume 969, Page 42 et seq., and as amended at Instrument No. 201309114 is as follows:

The Board will impose the following enforcement procedure:

- A. Prior to imposing a charge for damages or an enforcement assessment, the Board will give the Unit 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;

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- A statement that the Unit 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 Unit Owner must cure the violation to avoid the proposed charge or assessment.

#### B. Hearing Requirements:

- a) To request a hearing, the Unit Owner must deliver a written notice to the Board not later than the tenth day after receiving the notice required above. If the Unit 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 Unit Owner timely requests a hearing, at least seven days prior to the hearing the Board will provide the Unit 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.
- C. The Board may allow a reasonable time to cure a violation described above before imposing a charge or assessment.
- D. 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 Unit Owner.
- E. The Association will deliver any written notice required above to the Unit 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 VIII, SECTION E. Said modification, to be made to the Declaration, as recorded at Portage County Records, Volume 969, Page 42 et seq., is as follows: (new language is underlined)

The <u>continuing</u> lien provided for in Section D of this Article VIII shall take priority over any lien or encumbrance subsequently arising or created, except liens for real estate taxes and assessments and liens of bona fide first mortgages which have been filed for record, and may be foreclosed in the same manner as a mortgage on real property in an action brought by the Association.

(3) MODIFY THE 1st SENTENCE of DECLARATION ARTICLE VIII, SECTION D. Said modification, to be made to the Declaration, as recorded at Portage County Records, Volume 969, Page 42 et seq., is as follows: (new language is underlined)

The Association shall have a <u>continuing</u> lien upon the estate or interest in any unit of the owner thereof and its percentage of interest in the common areas and facilities for the payment of the portion of the common expenses and chargeable against such unit which remain unpaid for ten (10) days after the same have become due and payable from the time a certificate therefore, subscribed by the <u>president or other designated representative of the Association</u>, is filed with the Recorder of Portage County, Ohio, pursuant to authorization given by the Board of Directors of the Association.

(4) INSERT A NEW PARAGRAPH to the end of BYLAWS ARTICLE VI, SECTION 6. Said addition, to be added to the Bylaws, Exhibit D of the Declaration, as recorded at Portage County Records, Volume 969, Page 42 et seq., as follows:

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 Propertyrelated 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 and regulations against a Unit Owner;
- (e) Information the disclosure of which is prohibited by state or federal law; or

- (f) Records that date back more than five years prior to the date of the request.
- (5) INSERT A NEW PARAGRAPH to the end of BYLAWS ARTICLE II, SECTION 1. Said modification, to be made to the Bylaws, Exhibit D of the Declaration, as recorded at Portage County Records, Volume 969, Page 42 et seq., is as follows:

If a Unit Owner is not an individual, that Unit Owner may nominate for the Board of Directors any principal, member of a limited liability company, partner, director, officer, or employee of that Unit Owner. The majority of the Board will not consist of Unit Owners or representatives from the same Unit unless authorized by a resolution adopted by the Board of Directors prior to the Board majority being comprised of Unit Owners or representatives from the same Unit.

(6) INSERT PARAGRAPH to the end of DECLARATION ARTICLE XIII. Said new addition, to be added to the Declaration, as recorded at Portage County Records, Volume 969, Page 42 et seq., and as amended at Instrument No. 201309114, is as follows:

Notwithstanding the above, without a Unit Owner vote, the Board may amend the Declaration in any manner necessary for any of the following purposes:

- A. 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;
- B. To meet the requirements of insurance underwriters;
- C. To bring the Declaration into compliance with the Ohio Condominium Act (Revised Code Chapter 5311);
- D. To correct clerical or typographical errors or obvious factual errors in the Declaration or an exhibit to the Declaration:
- E. 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;
- F. 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; or

G. To permit notices to Unit 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 Unit Owner.

Any Unit 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.

- (7) MODIFY BYLAWS ARTICLE II, SECTION 4(b). Said modification, to be made to the Bylaws, Exhibit D of the Declaration, as recorded at Portage County Records, Volume 969, Page 42 et seq., and as amended at Instrument No. 201309114, is as follows: (deleted language is crossed out; new language is underlined)
  - (b) 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 Unit Owners, impacts zoning, or otherwise and relates to matters affecting the Condominium Property;
- (8) MODIFY the 1st SENTENCE of BYLAWS ARTICLE VI, SECTION 3. Said modification, to be made to the Bylaws, Exhibit D of the Declaration, as recorded at Portage County Records, Volume 969, Page 42 et seq., is as follows: (new language is underlined)

The Association shall build up and maintain a reasonable reserve for contingencies and replacements in an 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.

(9) INSERT A NEW PARAGRAPH to the end of BYLAWS ARTICLE II, SECTION 11. Said modification, to be made to the Bylaws, Exhibit D of the Declaration, as recorded at Portage County Records, Volume 969, Page 42 et seq., 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 Unit 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.

The Meadows of Walden Condominium Association has caused the execution of this instrument this 38th day of October, 2022.

#### THE MEADOWS OF WALDEN CONDOMINIUM ASSOCIATION

By: DOUGLAS URBAN, President

RONALD JOSEPH, Treasurer

STATE OF OHIO

COUNTY OF Portage

SS

BEFORE ME, a Notary Public, in and for said County, personally appeared the above named The Meadows of Walden Condominium Association, 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 \_\_\_\_\_ day of \_\_\_\_\_\_,

NOTARY PUBLIC

This instrument prepared by: KAMAN & CUSIMANO, LLC Attorneys at Law 50 Public Square, Suite 2000 Cleveland, Ohio 44113 (216) 696-0650 ohiocondolaw.com Place notary stamp/seal here:

Brooke Swartzentruber Notary Public, State of Ohio My Commission Expires May 17, 2026



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File 202115894

# AMENDMENTS TO THE DECLARATION OF CONDOMINIUM THE MEADOWS OF WALDEN CONDOMINIUM

PLEASE CROSS MARGINAL REFERENCE WITH THE DECLARATION OF CONDOMINIUM THE MEADOWS OF WALDEN CONDOMINIUM RECORDED AT VOLUME 969, PAGE 42 ET SEQ. OF THE PORTAGE COUNTY RECORDS.

## AMENDMENTS TO THE DECLARATION OF CONDOMINIUM THE MEADOWS OF WALDEN CONDOMINIUM

#### RECITALS

- A. The Declaration of Condominium The Meadows of Walden Condominium (the "Declaration") and The Meadows of Walden Condominium Association Bylaws (the "Bylaws"), Exhibit D the Declaration, were recorded at Portage County Records, Volume 969, Page 42 et seq.
- B. The Meadows of Walden Condominium Association (the "Association") is a corporation consisting of all Unit Owners in Meadows of Walden Condominium and as such is the representative of all Unit Owners.
- C. Declaration Article XIII, Section A authorizes amendments to the Declaration and Bylaws Article XI authorizes amendments to the Bylaws.
- E. A meeting, including any change, adjournment, or continuation of the meeting, of the Association's Unit Owners was held on or about June 16, 2021, and, at that meeting and any adjournment, Unit Owners representing at least 75 percent 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").
- F. Unit Owners representing 76.62 percent of the Association's voting power have affirmatively consented to or voted in favor of Leasing Restriction Amendment and signed powers of attorney authorizing the Association's officers to execute the Leasing Restriction Amendment on the Unit Owners' behalf, as documented in the Association's records.
- G. Unit Owners representing 78.579 percent of the Association's voting power have affirmatively consented to or voted in favor of Amendment A and signed powers of attorney authorizing the Association's officers to execute Amendment A on the Unit Owners' behalf, as documented in the Association's records.
- H. Unit Owners representing 80.474 percent of the Association's voting power have affirmatively consented to or voted in favor of Amendment C and signed

powers of attorney authorizing the Association's officers to execute Amendment C on the Unit Owners' behalf, as documented in the Association's records.

- I. Attached as Exhibit A is an Affidavit of the Association's President stating that copies of the Amendments will be sent by certified mail to all mortgagees on the records of the Association once the Amendments are recorded with the Portage County Recorder's Office.
- J. Attached as Exhibit B is a certification of the Association's Secretary as to the consenting mortgagees, on the records of the Association, to the Amendments, that Unit Owners entitled to exercise at least 75 percent of the Association's voting power have signed a written acceptance of the Amendments, and that the written acceptance together with the minutes of the Association meeting where the Amendments were approved are on file with the Association's Secretary.
- K. The Association has complied with the proceedings necessary to amend the Declaration and Bylaws, as required by Chapter 5311 of the Ohio Revised Code and the Declaration and Bylaws, in all material respects.

#### **AMENDMENTS**

The Declaration of Condominium The Meadows of Walden Condominium is amended by the following:

#### LEASING RESTRICTION

DELETE DECLARATION ARTICLE III, SECTION B, PARAGRAPH 11) entitled, "Rental of Units," in its entirety. Said deletion to be taken from Page 5 of the Declaration, as recorded at Portage County Records, Volume 969, Page 42 et seq., and as amended at Instrument No. 201309114.

INSERT a new DECLARATION ARTICLE III, SECTION B, PARAGRAPH 11) entitled, "Leasing of Units." Said new addition, to be added to Page 5 of the Declaration, as recorded at Portage County Records, Volume 969, Page 42 et seq., is as follows:

11) <u>Leasing of Units</u> - To create a community of resident Unit Owners, to remain within mortgagee owner-occupancy limitations, and to further protect and preserve the Declaration's fundamental

purposes, including, without limitation, the preservation of property values and the well being of Unit Owners and occupants; no Unit can 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, subject to the following:

- (a) The above prohibition does not apply to:
- (1) Units that are occupied by the parent(s) or child(ren) of the Unit Owner; or.
- (2) any Unit Owner leasing or renting their Unit at the time of recording of this amendment with the Portage County Recorder's Office, and who has registered their Unit as being leased with the Association within 90 days of the recording of this amendment ("Grandfathered Unit"). The Unit Owner of a Grandfathered Unit can continue to enjoy the privilege of leasing that Unit, subject to the restrictions and requirements in subparagraph (c), until the current lease on said Grandfathered Unit expires, at which time the Unit will no longer be classified as a Grandfathered Unit.
- (b) To meet a special situation and to avoid a practical difficulty or other undue hardship, each Unit Owner has the right to lease their Unit to a specified renter/tenant for a one-time period of no more than 24 consecutive calendar months, subject to the restrictions and requirements as identified in subparagraphs (c) and (d) below. To exercise this right, the Unit Owner:
  - (1) must provide the Board with prior, written notice at least 10 business days prior to the commencement of the lease;
  - (2) cannot be more than 30 days delinquent in any assessment or other payment due to the Association. If the Unit Owner is more than 30 days delinquent, the

Unit Owner may request and receive a one-time hardship exception only with the Board's prior written consent.

- (c) The leasing of any Unit in accordance with subparagraphs (a) or (b) above is subject to the following conditions and restrictions:
  - (1) No Unit can be leased, let, or rented by the Unit Owner for transient purposes, which is defined to mean a rental for any period less than 12 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 and the leasing of any individual rooms in a Unit, in whole or in part, is also prohibited.
  - (2) The Association has at all times a limited power-of-attorney from and on behalf of any Unit Owner who is more than 30 days delinquent in the payment of any Assessment or charges due the Association to collect the lease/rent payments directly from the delinquent Unit Owner's tenant/renter until such delinquency is paid in full.
  - (3) All leases must be in writing and a copy provided to the Board prior to the beginning of the lease term. The renter/tenant must abide by the terms of the Declaration, Bylaws, and Rules and regulations. When a Unit Owner leases their Unit, the Unit Owner relinquishes all amenity privileges, but continue(s) to be responsible for all obligations of ownership of their Unit and is jointly and severally liable with the renter/tenant to the Association for the conduct of the renter/tenant and any damage to property.
  - (4) In accordance with Ohio law, the Association may initiate eviction proceedings to evict any tenant, for any violation of the Declaration, Bylaws, Rules, or applicable laws, by the tenant, any occupant of the Unit,

or the Unit Owner of the Unit. The action will be brought by the Association, as the Unit Owner's agent, in the name of the Owner. In addition to any procedures required by State law, the Association will give the Unit Owner(s) at least 10 days written notice of the intended eviction action. The costs of any eviction action, including reasonable attorneys' fees, will be charged to the Unit Owner(s) and the subject of a special assessment against the offending Unit Owner and made a lien against that Unit.

- (d) Any land contract for the sale of a Unit must be recorded with the Portage County Recorder's Office and a recorded copy of the land contract must be delivered to the Board within 30 days of such recording. Any land contract not recorded is an impermissible lease.
- (e) The Board may adopt and enforce rules and definitions in furtherance, but not in contradiction of the above provisions, including, without limitation, rules to address and eliminate attempts to circumvent the meaning or intent of this Section 11) and in furtherance of the preservation of Meadows of Walden as an owner-occupied community and against the leasing of Units for investment or other purposes. The Board further has full power and authority to deny the occupancy of any Unit by any person or family if the Board, in its sole discretion, determines that the Unit Owner of such Unit is intending or seeking to circumvent the meaning, purpose, or intent of this Section 11).

Any conflict between this provision and any other provisions of the Declaration and Bylaws will be interpreted in favor of this restriction on the leasing of Units. The invalidity of any part of the above provision does 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 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 this amendment.

#### **AMENDMENT A**

INSERT a new DECLARATION ARTICLE XIX entitled, "Notices and Other Actions and Communications." Said new addition, to be added to Page 42 of the Declaration, as recorded at Portage County Records, Volume 969, Page 42 et seq., is as follows:

#### Article XIX. Notices and Other Actions and Communications.

For all notices to be sent to the Association, the Board, or the Unit Owners, the following provisions apply:

#### (A) Service of Notices on the Association and Board.

All notices required or permitted by the Declaration or Bylaws, to the Association or the Board, must be made in writing and sent either:

- 1) by regular U.S. mail, first-class postage prepaid, or
- 2) delivered in accordance with Paragraph (C) below, to the Board President, to any two other Directors, to the Association at the address of the Condominium Property, to the Association's manager or management company, if any, the Association's statutory agent registered with the Ohio Secretary of State, or to any other address as the Board may designate by written notice to all Unit Owners.

#### (B) Service of Notices on Unit Owners.

All notices required or permitted by the Declaration or Bylaws to any Unit Owner will be in writing and is deemed effectively given if it has been sent by one of the following methods:

- 1) personally delivered to the Unit Owner;
- 2) placed under or attached to the front or main entry door of the Unit Owner's Unit,

- 3) sent by regular U.S. mail, first-class postage prepaid, to the Unit Owner's Unit address or to another address the Unit Owner designates in writing to the Board, or
- 4) delivered in accordance with Paragraph (C) below. If there is more than one person owning a single Unit, a notice given to any one of those several persons is deemed to have been given personally to all of the persons owning an interest in the Unit.

#### (C) New Communication Technologies.

- 1) Due to the ongoing development of new technologies and corresponding changes in business practices, to the extent permitted or approved by the Board, as well as by Ohio and federal law, now or in the future, in addition to the methods described in Paragraphs (A) and (B) above, the following may be accomplished using electronic mail or other transmission technology available at that time that is a generally accepted business practice:
  - a) any notice required in the Declaration or Bylaws to be sent or received;
  - b) any signature, vote, consent, or approval required to be obtained; and
  - c) any payment required to be made by the Declaration or Bylaws.
- 2) The use of electronic mail or other transmission technology is subject to the following:
  - a) The Association may use electronic mail or other transmission technology to send any required notice only to Unit Owners, individually or collectively, who have given the Association written consent to the use of electronic mail or other transmission technology. Any Unit Owner who has not given the Association written consent to use of electronic mail or other transmission technology will receive notices, including

any notice of delinquency of any payment due, by either of the methods identified in Paragraph (B)(1)-(3), above.

- b) For voting on matters, the Association may provide for voting by electronic mail or other electronic voting technology. However, voting for the election of Directors can be conducted by electronic mail or other electronic voting technology only to the extent, if any, as explicitly permitted and provided for in the Bylaws.
- c) An electronic mail or transmission technology to a Unit Owner is not considered delivered and effective if the Association's transmission to the Unit Owner fails two the Association receives consecutive times. e.g. "undeliverable" or similar message, or the inability to deliver the transmission to the Unit 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 Unit Owner by either of the methods identified in Paragraph (B)(1)-(3), above.

MODIFY BYLAWS ARTICLE I, SECTION 4(b). Said modification, to be made on Pages 2-3 of the Bylaws, Exhibit D of the Declaration, as recorded at Portage County Records, Volume 969, Page 42 et seq., is as follows (deleted language is crossed-out; new language is underlined):

(b) Special Meetings. Special meetings may be called by the President or Secretary-Treasurer or by Unit Owners constituting at least twenty-five percent (25%) of the voting power by written notice mailed regular mail or personally delivered to each <u>Uunit Oewner</u> at least five (5) fifteen days before the time and place for such the meeting as shown in such the notice. Notice of such the meeting may be waived in writing by those entitled to notice. Special meetings shall will be presided over and conducted by the President, or in his their absence, the Secretary-Treasurer. Unless otherwise indicated in the notice thereof, any business may be transacted at any organizational, regular or special meeting.

MODIFY BYLAWS ARTICLE I, SECTION 4(c). Said modification, to be made on Page 3 of the Bylaws, Exhibit D of the Declaration, as recorded at Portage County Records, Volume 969, Page 42 et seq., is as follows (deleted language is crossedout; new language is underlined):

Special meeting, at least fifty percent (50%) 25 percent of the voting power must be present at such the meeting either in person or by proxy at a physical meeting providing for in person attendance or that attend by using the method of Authorized Communications Equipment, as defined in Bylaws Article II, Section 4(d), as amended, approved by the Board for meetings that are held via Authorized Communications Equipment. Ballots submitted via mail or by Electronic Voting Technology, as defined in Bylaws Article II, Section 4(d), as amended, also will count that Unit towards the quorum. The Board of Directors may adopt procedures and guidelines to permit the Association to verify that the person attending, either in person or by Authorized Communications Equipment, is a member that is eligible to vote and to maintain a record of any vote.

DELETE BYLAWS ARTICLE I, SECTION 4(d) entitled, "Proxy," in its entirety. Said deletion to be taken from Page 3 of the Bylaws, Exhibit D of the Declaration, as recorded at Portage County Records, Volume 969, Page 42 et seq.

INSERT a new BYLAWS ARTICLE I, SECTION 4(d) entitled, "Voting Methods." Said new addition, to be added to Page 3 of the Bylaws, Exhibit D of the Declaration, as recorded at Portage County Records, Volume 969, Page 42 et seq., is as follows:

- (d) <u>Voting Methods</u>. Prior to sending the notice for any meeting, as required by Bylaws Article I, Section 4(b) and Section 4(f), as amended, and depending on the conduct of the meeting as determined by the Board in accordance with Bylaws Article I, Section 4(g), as amended, voting will be conducted via one of the following methods:
- (1) <u>Voting in Person or by Proxy</u>. For meetings that are held in person and provide for physical attendance, members may vote in person or by proxy. The person appointed as proxy need not be

a member of the Association. Each proxy will be executed in writing by the member entitled to vote and must be returned to the Association by regular mail, hand delivery, electronic mail, or other method of delivery provided for or permitted by the Board. Every proxy will automatically cease upon conveyance of the Unit by the member.

- (2)Voting by Mail and Electronic Voting Technology. For meetings that are held via Authorized Communications Equipment, voting will be conducted by mail, through the use of Electronic Voting Technology that is approved by the Board, or both. "Authorized Communications Equipment," as used in these Bylaws, means any communications equipment that is selected by the Board, in its sole discretion, that provides an electronic communication transmission, including but not limited to, by telephone, video conference, or any electronic means, from which it can be determined that the transmission was authorized by, and accurately reflects the intention and participation of the member. "Electronic Voting Technology" as used in these Bylaws, means an electronic voting system that accurately and securely records the voting member's intent to cast a ballot on a matter in the way identified by the member, and provides for the counting of electronic votes submitted, including by means of internet, application, web, virtual, or other All matters to be voted on at a meeting electronic technology. utilizing Authorized Communications Equipment must be sent to the members no later than the date the meeting notice is sent to the members in accordance with Bylaws Article I, Section 4(b) and Section 4(f), as amended. Voting via mail or by use of Electronic Voting Technology is considered to be voting at the meeting, as if the member were physically present.
- (3) Voting in Person, by Proxy, by Mail, and by Electronic Voting Technology. For meetings that are held in person and provide for physical attendance, voting may be conducted in person or by proxy, as provided for in this Bylaws Article I, Section 4(d)(1) above, and in addition the Board may authorize the members to vote by mail or Electronic Voting Technology as provided for in this Bylaws Article I, Section 4(d)(2) above.

Any ballots, regardless of method, received subsequent to the date and time the Board sets for ballots to be turned in will be held invalid. Any costs associated with voting, including mailing costs, printing, Authorized Communications Equipment and Electronic Voting Technology costs and subscriptions, are Common Expenses. The Board may adopt any additional regulations, procedures, or rules as may be necessary to effectuate the intent and purpose of this voting provision to provide for the use of the desired voting method.

MODIFY BYLAWS ARTICLE I, SECTION 4(e). Said modification, to be made on Page 3 of the Bylaws, Exhibit D of the Declaration, as recorded at Portage County Records, Volume 969, Page 42 et seq., is as follows (deleted language is crossed-out; new language is underlined):

(e) Actions Without a Meeting. All actions, except election or removal of officers Directors, which may be taken at a meeting of the Association may be taken without a meeting in accordance with the voting methods in Bylaws Article I, Section 4(d) as amended with the unanimous consent in writing of all of the members of the Association. The voting records Such writings, signed by each member of the Association, shall will be filed with the minutes and proceedings of the Association. Such writing may be circulated and signed by the unit owners in counterparts.

INSERT a new BYLAWS ARTICLE I, SECTION 4(f) entitled, "Notice of Meetings." Said new addition, to be added to Page 3 of the Bylaws, Exhibit D of the Declaration, as recorded at Portage County Records, Volume 969, Page 42 et seq., is as follows:

(f) Notice of Meetings. Written notice of each meeting of the members will be given by, or at the direction of, the secretary or person authorized to call the meeting, delivered in accordance with Declaration Article XIX, as amended, at least fifteen days before the meeting, to each member entitled to vote at the meeting. The notice will specify the place, day and hour of the meeting, and in the case of a special meeting, the specific purposes of the meeting, and in the case of special meetings called by the members, the specific motion or motions (other than procedural) to be voted upon.

If the meeting is held via Authorized Communications Equipment, the meeting notice must include any pertinent information that is necessary to allow the member to participate at the meeting via the Authorized Communications Equipment.

INSERT a new BYLAWS ARTICLE I, SECTION 4(g) entitled, "Conduct of Meetings." Said new addition, to be added to Page 3 of the Bylaws, Exhibit D of the Declaration, as recorded at Portage County Records, Volume 969, Page 42 et seq., is as follows:

(g) Conduct of Meetings. Prior to the meeting notice being sent to the members in accordance with Bylaws Article I, Section 4(b) and Section 4(f), as amended, the Board will determine whether the meeting will be conducted physically so that the members may attend in person, or by the use of Authorized Communications Equipment. If it is determined that the meeting will be held via Authorized Communications Equipment, the Board will decide if the members have the option to attend in person or via Authorized Communications Equipment or both.

If Authorized Communications Equipment is used, the persons utilizing the Authorized Communications Equipment must have the ability to communicate with the other participants to indicate their motion, vote, or statement, provided that the president, chair, or other person designated by the Board moderating the meeting, may silence or mute the Authorized Communications Equipment utilized by members to attend the meeting, unless the member is voting or has been recognized by the meeting chair or moderator to participate in the meeting. The meeting chair or moderator has the authority to decide and determine all procedural motions or other procedural matters to be decided at the meeting, including points of order and adjournment. The Board's purpose or reason for not conducting an in person meeting and instead having a meeting via Authorized Communications Equipment must be documented in the Board's meeting minutes.

DELETE BYLAWS ARTICLE II, SECTION 2 entitled, "Election of Directors; Vacancies," in its entirety. Said deletion to be taken from Page 4 of the Bylaws,

Exhibit D of the Declaration, as recorded at Portage County Records, Volume 969, Page 42 et seq.

INSERT a new BYLAWS ARTICLE II, SECTION 2 entitled, "Nominations; Election of Directors; Vacancies." Said new addition, to be added to Page 4 of the Bylaws, Exhibit D of the Declaration, as recorded at Portage County Records, Volume 969, Page 42 et seq., is as follows:

#### Section 2. Nominations; Election of Directors; Vacancies.

(a) Nominations. Nominations for the election of Directors to be elected by the members will be made by a nominating committee appointed by the Board or, if a committee is not appointed, by the Board itself; there will be no nominations from the floor. The nominating committee, or Board, will make as many nominations for election to the Board as it, in its discretion, determines, but no fewer than the number of vacancies that are to be filled and will verify that the nominees satisfy all qualification requirements of Bylaws Article II, Section 1, as amended. Any member may submit their name to the nominating committee, or Board, as a candidate, and the nominating committee, or Board, must nominate that member if that member satisfies all the qualifications to be a Director as further provided for in Bylaws Article II, Section 1, as amended. If there are fewer nominees than vacancies. the nominating committee, or Board, must nominate additional member(s) to be elected prior to the ballots being sent to the members so that there are, at all times, a sufficient number of nominees to fill all Board vacancies that are up for election.

Prior to sending the meeting notice, the nominating committee, or Board, will establish deadlines for when a request for nominations is sent to all members and when receipt of nominations must be obtained. Nominations must be made and received within a reasonable time period prior to the notice of any meeting where Directors are to be elected is sent in accordance with Bylaws Article I, Sections 4(b) and 4(f), as amended, so that the voting information containing all the candidates' names and an informational sheet, within size limitations determined by the Board, containing their biographical information and affirming their candidacy, can be transmitted to the members no later than the sending of the meeting notice. The Board may adopt any

additional regulations, procedures, or rules necessary to establish processes and deadlines in accordance with this nominations provision.

(b) <u>Election of Directors</u>. Unless there are no more nominees than vacancies, election to the Board by the members is by secret ballot, submitted either in person, by proxy, by mail, or by Electronic Voting Technology, as determined by the Board pursuant to Bylaws Article I, Section 4(d), as amended. The Association is not required to send ballots to the members via any method if there are an equal number of nominations as there are candidates, in which case the nominated candidates will automatically be elected to the Board of Directors at the election meeting.

Regardless of the voting method, the Board must adopt rules and safeguards to determine a method by which the secrecy of the ballots are maintained for those members while also maintaining the integrity of the voting process to ensure each member has only exercised their allotted vote once so that any other individuals can only identify that a Unit has voted, and not how a Unit has voted. The ballots, whether electronic or written, will list the number of open seats for Directors up for election and list the names of all of the nominated candidates.

If voting by mail, ballots must be submitted within dual envelopes. One of the two envelopes must contain the ballot itself, the "Ballot Envelope." The Ballot Envelope need not be signed. The second envelope must contain the Ballot Envelope and the ballot, the "Signature Envelope." The Signature Envelope must be signed by the member(s) voting, and will be used as a record of receipt of the member's ballot as well as to determine quorum. If the Signature Envelope is not signed by the member(s), the ballot in the Ballot Envelope will not be counted.

For the election of Directors, the members, or their proxies, may cast, in respect to each vacancy, as many votes as they are entitled to exercise under the provisions of the Declaration and these Bylaws. The persons receiving the largest number of votes will be elected. Unless the nominated candidates whom have received the largest number of votes agree otherwise, ties, including if there are an

equal number of nominees as there are positions with different terms, will be determined by lot or flip of a coin by the chair or moderator of the meeting. Cumulative voting is not permitted.

The nominating committee, or if a nominating committee is not appointed, the Board itself (excluding any incumbent Directors who are running for re-election), is responsible for (i) confirming all nominated candidates meet the qualifications to serve as a Director, (ii) receiving and verifying any ballots that are cast in person or by mail, (iii) receiving and verifying any ballots cast using Electronic Voting Technology, (iv) counting each ballot submitted through any voting method, and (v) verifying the results of the election by providing the ballots and results to the chair or moderator of the meeting.

The chair or moderator will announce the election results at the meeting to be reflected in the meeting minutes and the Board will ensure the election results are provided to all members within a reasonable time after the meeting.

(c) <u>Vacancies</u>. In the event of any vacancy on the Board, the vacancy created will be filled by a special election held of the total membership to elect a member to fill the unexpired term of any vacancy.

**DELETE BYLAWS ARTICLE IX entitled, "NOTICES AND DEMANDS,"** in its **entirety.** Said deletion to be taken from Pages 19-20 of the Bylaws, Exhibit D of the Declaration, as recorded at Portage County Records, Volume 969, Page 42 et seq.

INSERT a new BYLAWS ARTICLE IX entitled, "NOTICES AND OTHER ACTIONS AND COMMUNICATIONS." Said new addition, to be added to Page 19 of the Bylaws, Exhibit D of the Declaration, as recorded at Portage County Records, Volume 969, Page 42 et seq., is as follows:

#### ARTICLE IX

#### NOTICES AND OTHER ACTIONS AND COMMUNICATIONS

All notices required or permitted under the Declaration or Bylaws, to the Association, the Board, or members must be delivered in accordance with Declaration Article XIX, as amended.

Any conflict between these provisions and any other provisions of the Declaration and Bylaws will be interpreted in favor of this amendment allowing the Association to use electronic communications to the extent permitted by Ohio and Federal law, establishing a method to use mail-in and electronic ballots for voting purposes, and permitting meetings to be conducted utilizing Authorized Communications Equipment. The invalidity of any part of the above provision does 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 the filing have standing to contest the validity of this amendment, whether on procedural, substantive, or any other grounds. Any challenge to the validity of this amendment must be brought in the court of common pleas within one year of the recording of this amendment.

#### **AMENDMENT B**

Intentionally Left Blank - Amendment Proposal Did Not Pass

#### AMENDMENT C

DELETE DECLARATION ARTICLE XIII entitled, "Amendment of Declaration and Bylaws," in its entirety. Said deletion to be taken from Pages 25-26 of the Declaration, as recorded at Portage County Records, Volume 969, Page 42 et seq.

INSERT a new DECLARATION ARTICLE XIII entitled, "Amendment of Declaration and Bylaws." Said new addition, to be added to Page 25 of the Declaration, as recorded at Portage County Records, Volume 969, Page 42 et seq., is as follows:

#### Article XIII - Amendment of Declaration and Bylaws.

Except as otherwise provided by this Declaration, the Bylaws, or the law, this Declaration and the Bylaws may be amended by the consent of 75 percent of the Unit Owners by written ballot submitted outside a meeting or by a vote at a meeting called for that purpose. No amendment is effective until filed with the Recorder of Portage County, Ohio. All voting records must be kept and maintained with the Association's records.

Any conflict between this provision and any other provision of the Declaration and Bylaws will be interpreted in favor of this amendment permitting Unit Owners to approve amendments outside a meeting or at a meeting. 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 the filing have standing to contest the validity of this amendment, whether on procedural, substantive, or any other grounds. Any challenge to the validity of this amendment must be brought in the court of common pleas within one year of the recording of this amendment.

THE MEADOWS OF WALDEN CONDOMINIUM ASSOCIATION

Bv:

RONALD R. JOSEPH, Secretary

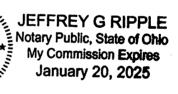
STATE OF OHIO	)	
	)	SS
COUNTY OF FORTAGE		

BEFORE ME, a Notary Public, in and for said County, personally appeared the above-named The Meadows of Walden Condominium Association, by its President and its Secretary, who acknowledged that they did sign the foregoing instrument, on Page 18 of 21, 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.

 $\frac{1}{1}$  have set my hand and official seal this  $\frac{1}{1}$  day of 2021.

**NOTARY PUBLIC** 

Place notary stamp/seal here:



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

#### **EXHIBIT A**

#### **AFFIDAVIT**

STATE OF OHIO

COUNTY OF POYTCAGE

SS

DOUGLAS W. URBAN, being first duly sworn, states as follows:

- 1. He is the duly elected and acting President of The Meadows of Walden Condominium Association.
- 2. He will cause copies of the Amendments to the Declaration to be sent by certified mail to all mortgagees having bona fide liens of record against any Unit Ownerships of whose mortgage interests notice had been given to the Association once the Amendments are recorded with the Portage County Recorder's Office.

Lough W Wan President DOUGLAS W. URBAN, President

BEFORE ME, a Notary Public, in and for said County, personally appeared the above-named DOUGLAS W. URBAN who acknowledges that he did sign the foregoing instrument and that the same is his free act and deed.

I have set my hand and official seal this \( \frac{1}{\psi} \) day of \( \frac{1}{\psi} \frac{1}{\psi} \)

NOTARY PUBLIC

Place notary stamp/seal here:

JEFFREY G RIPPLE
Notary Public, State of Ohio
My Commission Expires
January 20, 2025

#### EXHIBIT B

#### CERTIFICATION OF SECRETARY

STATE OF OHIO	)	
COUNTY OF POYTCICLE	) _)	SS

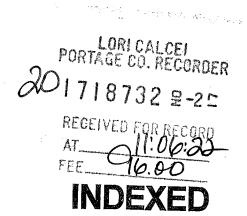
RONALD R. JOSEPH, the duly elected and acting Secretary of The Meadows of Walden Condominium Association, certifies:

- 1. There are no, as the term is used in Declaration Article XIII, "mortgagees" of record on file with the Association as no holders, insurers or guarantors of a mortgage on a Unit have given the Association a written request to receive notice of certain actions or amendments and so none have consented to the Amendments.
- 2. Unit Owners entitled to exercise at least 75 percent of the Association's voting power have signed a written acceptance of the Amendments and that the written acceptance together with the minutes of the Association meeting where the Amendments were approved are on file with the Association's Secretary.

RONALD ROSEPH, Secretary

BEFORE ME, a Notary Public in and for said County, personally appeared the above-named RONALD R. JOSEPH who acknowledged that he did sign the foregoing instrument and that the same is his free act and deed.

I have set my hand and official seal this day of the da



#### AMENDMENTS TO THE

#### **DECLARATION OF CONDOMINIUM**

THE MEADOWS OF WALDEN CONDOMINIUM

PLEASE CROSS MARGINAL REFERENCE WITH THE DECLARATION OF CONDOMINIUM THE MEADOWS OF WALDEN CONDOMINIUM RECORDED AT VOLUME 969, PAGE 42 ET SEQ. FOR THE PORTAGE COUNTY RECORDS.

### AMENDMENTS TO THE DECLARATION OF CONDOMINIUM THE MEADOWS OF WALDEN CONDOMINIUM

WHEREAS, the Declaration of Condominium The Meadows of Walden Condominium (the "Declaration") and the Bylaws of The Meadows of Walden Condominium Association (the "Bylaws"), Exhibit D the Declaration, were recorded at Portage County Records, Volume 969, Page 42 et seq., and

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

WHEREAS, Declaration Article XIII, Section A authorizes amendments to the Declaration and Bylaws Article XI authorizes amendments to the Bylaws, and

WHEREAS, Unit Owners representing at least 75% of the Association's current voting power, based on ownership interests, have executed instruments 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 B signed by Unit Owners representing 78.75% of the Association's voting power as of July 31, 2017, and

WHEREAS, the Association has in its records the power of attorney signed by Unit Owners representing 78.75% 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 C signed by Unit Owners representing 77.15% of the Association's voting power as of July 31, 2017, and

WHEREAS, the Association has in its records the power of attorney signed by Unit Owners representing 77.15% of the Association's voting power authorizing the Association's officers to execute Amendment C on their behalf, and

WHEREAS, attached as Exhibit A is an Affidavit of the Association's Vice President stating that copies of the Amendments will be mailed by certified mail to all mortgagees on the records of the Association once the Amendments are recorded with the Portage County Recorder's Office, and

WHEREAS, attached as Exhibit B is a certification from the Association's Secretary as to the consenting mortgagees, on the records of the Association, to the Amendments and stating at least 75% of the Unit Owners approved the Amendments in writing and that the approvals are in the Association's records, 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 The Meadows of Walden Condominium is amended by the following:

#### **AMENDMENT A**

Intentionally Left Blank Previously Recorded on March 1, 2016, at Instrument No. 201602901

#### AMENDMENT B

INSERT a new DECLARATION ARTICLE XIV, SECTION E entitled, "Cost of Enforcement." Said new addition, to be added on Page 27 of the Declaration, as recorded at Portage County Records, Volume 969, Page 42 et seq., is as follows:

E. <u>Cost of Enforcement</u>. The Board may levy reasonable enforcement assessments if any Unit Owner (either by his or her conduct or by the conduct of any occupant or guest of his or her Unit) will violate any provision of the Declaration, Bylaws, or rules. The Board may also levy reasonable charges for damage to the Common Elements or any part of the Condominium Property for which the Association is responsible to maintain. Said Unit Owner will pay to the Association, in addition to any other sums due, any

enforcement assessments, any charges for damage, and all fees, costs and expenses the Association incurs in connection with the enforcement of any provision of the Declaration, Bylaws, or rules and/or repair of damage, including reasonable attorneys' fees and/or court costs. Said enforcement assessments, charges for damage, fees, costs, and expenses will be charged as a special assessment against said Unit Owner. The Association, in addition to all other remedies available, will have the right to place a lien on the estate or interest of said Unit Owner as further explained and set forth in Declaration Article VIII, Section D, as amended.

Any conflict between these provisions and any other provisions of the Declaration and Bylaws will be interpreted in favor of this amendment regarding the cost of enforcement. The invalidity of any part of the above provision does 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 have standing to contest the validity of the 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 amendment.

#### AMENDMENT C

INSERT a new BYLAWS ARTICLE II, SECTION 14 entitled, "Indemnification of Board Members, Officers, and Committee Members." Said new addition, to be added on Page 7 of the Bylaws, Exhibit D of the Declaration, as recorded at Portage County Records, Volume 969, Page 42 et seq., is as follows:

Section 14. <u>Indemnification of Board Members</u>, Officers, and Committee Members. The Association must indemnify: (1) any current or former Director, (2) any current or former officer of the Association, (3) any current or former committee member, and/or (4) any of said Director's or officer's respective heirs, executors, and administrators; against reasonable expenses, including attorneys' fees, judgments, decrees, fines, penalties, or amounts paid in settlement, actually and necessarily incurred by him/her in connection with the defense of any pending or threatened action, suit, or proceeding, criminal or civil, to which he/she is or may be made a

party by reason of being or having been such Director, committee member, or officer, provided it is determined, in the manner set forth below, that (i) such Director, committee member, or officer was not and is not adjudicated to have been grossly negligent or guilty of misconduct in the performance of his/her duty to the Association; (ii) such Director, committee member, or officer acted in good faith in what he/she reasonably believed to be in, or not opposed to, the Association's best interest; (iii) in any criminal action, suit, or proceeding, such Director, committee member, or officer had no reasonable cause to believe that his/her conduct was unlawful and is not convicted of theft or other theft related crime including but not limited to larceny, forgery, false pretenses, fraud, embezzlement, conversion, and/or any conspiracy related to any such theft related crime; and (iv) in case of settlement, the amount paid in the settlement was reasonable.

The above determination required will be made by written opinion of independent legal counsel the Board chooses. Notwithstanding the opinion of legal counsel, to the extent that a Director, committee member, or officer is successful in defense of any action, suit, or proceeding, or in the defense of any claim, issue, or matter, he/she must, in that event, be indemnified.

- (a) Advance of Expenses. The Association may advance funds to cover expenses, including attorneys' fees, with respect to any pending or threatened action, suit, or proceeding prior to the final disposition upon receipt of a request to repay such amounts.
- (b) Indemnification Not Exclusive; Insurance. The indemnification provided for in this Section is not exclusive, but is in addition to any other rights to which any person may be entitled under the Articles of Incorporation, the Declaration, these Bylaws, or rules and regulations of the Association, any agreement, any insurance provided by the Association, the provisions of Section 1702.12(E) of the Ohio Revised Code and its successor statutes, or otherwise. The Association must purchase and maintain insurance on behalf of any person who is or was a Director, committee member, or officer against any

liability asserted against him/her or incurred by him/her in such capacity or arising out of his/her status as a Director, committee member, or officer.

- (c) <u>Directors</u>, <u>Officers</u>, and <u>Committee Members</u> <u>Liability</u>. The Directors, officers, and committee members, of the Association are not personally liable to the Unit Owners for any mistake of judgment, negligence, or otherwise, except for their own willful misconduct or bad faith. The Association's indemnification includes, but is not limited to, all contractual liabilities to third parties arising out of contracts made on behalf of the Association and every contract or agreement made by any Director, or officer will mean that such Director or officer is acting only as a representative of the Association and will have no personal liability, except with respect to any such contracts made in bad faith or contrary to the provisions of the Declaration or these Bylaws and/or as a Unit Owner.
- (d) Cost of Indemnification. Any sum paid or advanced by the Association under this Section constitutes a Common Expense. The Board has the power and the responsibility to raise, by special Assessment or otherwise, any sums required to discharge the Association's obligations under this Section; provided, however, that the liability of any Unit Owner arising out of the contract made by any Director, committee member, or officer, or out of the aforesaid indemnity in favor of such Director, committee member, or officer, is limited to such proportion of the total liability as said Unit Owner's pro rata share bears to the total percentage interest of all the Unit Owners as members of the Association.

Any conflict between this provision and any other provisions of the Declaration and Bylaws are to be interpreted in favor of this amendment for the indemnification of the Association's Directors, committee members, and officers. The invalidity of any part of the above provision does 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 have standing to contest the validity of the 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 amendment.

The Meadows of Walden Condominium Association has caused the execution of this instrument this 27<sup>th</sup> day of October, 2017.

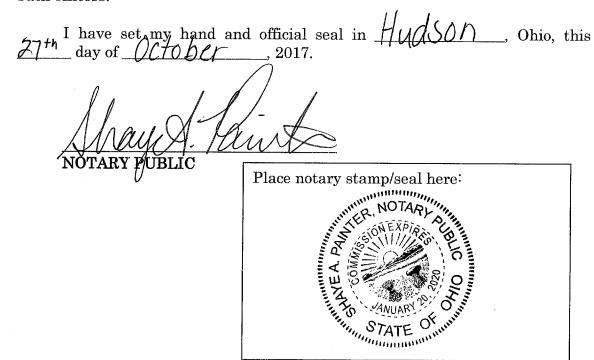
# THE MEADOWS OF WALDEN CONDOMINIUM ASSOCIATION

By: DOUG URBAN, its Vice President

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STATE OF OHIO	)	
· /	) 88	3
COUNTY OF <u>Summ</u> t	)	

**BEFORE ME**, a Notary Public, in and for said County, personally appeared the above named The Meadows of Walden Condominium Association, by its Vice President and its Secretary, who acknowledged that they did sign the foregoing instrument, on Page 7 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.



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

#### EXHIBIT A

#### **AFFIDAVIT**

STATE OF O	HIO	)	
COUNTY OF	Summit	)	SS

DOUG URBAN, being first duly sworn, states as follows:

- 1. He is the duly elected and acting Vice President of The Meadows of Walden Condominium Association.
- 2. He will cause copies of the Amendments to the Declaration to be mailed by certified mail to all mortgagees having bona fide liens of record against any Unit Ownerships of whose mortgage interests notice had been given to the Association once the Amendments are recorded with the Portage County Recorder's Office.

DOUG URBAN, Vice President

**BEFORE ME**, a Notary Public, in and for said County, personally appeared the above named DOUG URBAN who acknowledges that he did sign the foregoing instrument and that the same is his free act and deed.

IN TESTIMONY WHEREOF, I have set my hand and official seal in day of OCTODEY, 2017.

Place notary stamp/seal here:

Page 9 of 10

# **EXHIBIT B**

# CERTIFICATION OF SECRETARY

STATE OF OHIO )
county of Summit ) ss
PAUL TRACY, the duly elected and acting Secretary of The Meadows of Walden Condominium Association, certifies:
1. There are no, as the term is used in Declaration Article XIII, "mortgagees' of record on file with the Association as no holders, insurers or guarantors of a mortgage on a Unit have given the Association a written request to receive notice of certain actions or amendments.
2. Unit Owners exercising at least 75% of the Association's voting power approved the Amendments in writing and the written approvals are on file with the Secretary of the Board of Directors.
PAUL TRACY Secretary
<b>BEFORE ME</b> , a Notary Public in and for said County, personally appeared the above named PAUL TRACY who acknowledged that he did sign the foregoing instrument and that the same is his free act and deed.
IN TESTIMONY WHEREOF, I have set my hand and official seal in Hudson, Ohio, this 27th day of October, 2017.
Place notary stamp/seal here:  NOTARY/PUBLIC  Place notary stamp/seal here:

Page 10 of 10

BONNIE M. HOWE PORTAGE CO. RECORDER

201602901 #-1=

AT PEE CONTRECORD

NDEXED

#### AMENDMENT TO THE

DECLARATION OF CONDOMINIUM

THE MEADOWS OF WALDEN CONDOMINIUM

PLEASE CROSS MARGINAL REFERENCE WITH THE DECLARATION OF CONDOMINIUM THE MEADOWS OF WALDEN CONDOMINIUM RECORDED AT VOLUME 0969, PAGE 42 ET SEQ. OF THE PORTAGE COUNTY RECORDS.  $\not$ 

# AMENDMENT TO THE DECLARATION OF CONDOMINIUM THE MEADOWS OF WALDEN CONDOMINIUM

WHEREAS, the Declaration of Condominium Ownership The Meadows of Walden Condominium (the "Declaration") was recorded at Portage County Records, Volume 969, Page 42 et seq., and

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

WHEREAS, Declaration Article XIII, Section A authorizes amendments to the Declaration, and

WHEREAS, Unit Owners representing at least 75% of the Association's current voting power, based on ownership interests, have executed instruments in writing setting forth specifically the matter to be modified (the "Amendment"), and

WHEREAS, the Association has in its records the signed, written consents to the Amendment signed by Unit Owners representing 90.8252% of the Association's voting power as of December 10, 2015, and

WHEREAS, the Association has in its records the power of attorney signed by Unit Owners representing 90.8252% of the Association's voting power authorizing the Association's officers to execute the Amendment on their behalf, and

WHEREAS, attached as Exhibit A is an Affidavit of the Association's President stating that copies of the Amendment will be mailed by certified mail to all mortgagees on the records of the Association once the Amendment is recorded with the Portage County Recorder's Office, and

WHEREAS, attached as Exhibit B is a certification from the Association's Secretary as to the consenting mortgagees, on the records of the Association, to the Amendment, and

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

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

#### AMENDMENT A

INSERT a new DECLARATION ARTICLE III, SECTION B, PARAGRAPH 13) entitled, "Occupancy Restriction." Said new addition, to be added on Page 5 of the Declaration, as recorded at Portage County Records, Volume 969, Page 42 et seq., is as follows:

III or Tier II sexual offender/child-victim offender, or any future equivalent classification, and for whom the County Sheriff or other government entity must provide community notification of the sex offender's residence is prohibited from residing in or occupying a Unit or remaining in or on the Condominium Property for any length of time. The classification of a sexual offender/child-victim offender and determination of whether notice is required is made by a court of law pursuant to the Ohio Sex Offenders Act, as may be amended and/or renamed from time to time, or similar statute from another jurisdiction. The Association is not, however, liable to any Unit Owner or occupant, or anyone visiting any Unit Owner or the Association, as a result of the Association's alleged failure, whether negligent, intentional, or otherwise, to enforce the provisions of this restriction.

Any conflict between this provision and any other provisions of the Declaration and Bylaws will be interpreted in favor of this restriction on the occupancy of Units. The invalidity of any part of the above provision does 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 have standing to contest the validity of the 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 amendment.

#### <u>AMENDMENT B</u>

[Intentionally Left Blank - Amendment Proposal Still Pending]

#### AMENDMENT C

[Intentionally Left Blank - Amendment Proposal Still Pending]

The Meadows of Walden Condominium Association has caused the execution of this instrument this 12th day of February, 2016.

THE MEADOWS OF WALDEN CONDOMINIUM ASSOCIATION

Bv:

PHILIP WOJCIK, its President

B\*\*.

PAUL TRACY, its Secretary

BEFORE ME, a Notary Public, in and for said County, personally appeared the above named The Meadows of Walden Condominium Association, by its President and its Secretary, who acknowledged that they did sign the foregoing instrument, on Page 4 of 7, 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.

12th I have set my hand and official seal in Hudson, Ohio, this day of February, 2016.

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

#### EXHIBIT A

#### **AFFIDAVIT**

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COUNTY OF	Dumma		

PHILIP WOJCIK, being first duly sworn, states as follows:

- 1. He is the duly elected and acting President of The Meadows of Walden Condominium Association.
- 2. He caused copies of the Amendment to the Declaration to be mailed by certified mail to all mortgagees having bona fide liens of record against any Unit Ownerships of whose mortgage interests notice had been given to the Association.

PHILIP WOJCIK, President

BEFORE ME, a Notary Public, in and for said County, personally appeared the above named PHILIP WOJCIK who acknowledges that he did sign the foregoing instrument and that the same is his free act and deed.

IN TESTIMONY WHEREOF, I have set my hand and official seal in day of February, 2016.

Place notary stamp/seal here:

NOTARY PUBLIC

Place notary stamp/seal here:

OF OHIOMETER 20, 2020

OF OHIOMETER 20, 202

#### EXHIBIT B

#### CERTIFICATION OF SECRETARY

STATE OF OHIO	)	
0 1	)	SS
COUNTY OF Summit		

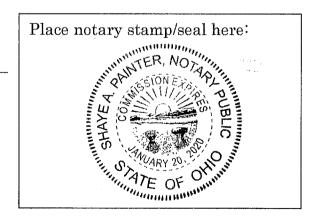
PAUL TRACY, the duly elected and acting Secretary of The Meadows of Walden Condominium Association, certifies that there is on file in the Association's records, the names of the following mortgagees who have consented to the proposed Amendment to the Declaration: None.

PAUL TRACY, Secretary

BEFORE ME, a Notary Public in and for said County, personally appeared the above named PAUL TRACY who acknowledged that he did sign the foregoing instrument and that the same is his free act and deed.

IN TESTIMONY WHEREOF, I have set my hand and official seal in Hudson, Ohio, this 4th day of February, 2016.

NOTARY PUBLIC



BONNIE M. HOWE PORTAGE CO. RECORDER

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## AMENDMENTS TO THE

DECLARATION OF CONDOMINIUM



PLEASE CROSS MARGINAL REFERENCE WITH THE DECLARATION OF CONDOMINIUM THE MEADOWS OF WALDEN CONDOMINIUM RECORDED AT VOLUME 969, PAGE 42 ET SEQ. OF THE PORTAGE COUNTY RECORDS.

# AMENDMENTS TO THE DECLARATION OF CONDOMINIUM THE MEADOWS OF WALDEN CONDOMINIUM

WHEREAS, the Declaration of Condominium The Meadows of Walden Condominium (the "Declaration") and The Meadows of Walden Condominium Association Bylaws (the "Bylaws"), Exhibit D of the Declaration, were recorded at Portage County Records Volume 969, Page 42 et seq., and

WHEREAS, Section 5311.05(E)(1) of the Ohio Revised Code authorizes the Board of Directors, without a vote of the Unit 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 The Meadows of Walden Condominium have in all respects been complied with.

NOW THEREFORE, the Declaration of Condominium The Meadows of Walden Condominium 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" will 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" will be replaced with the term "Limited Common Elements."
- (3) All references in the Declaration and Bylaws to the term "Board of Managers" will be replaced with the term "Board of Directors."
- (4) DELETE DECLARATION ARTICLE VII, SECTION D, entitled "Service of Process," in its entirety. Said deletion is to be made on Page 16 of the Declaration, as recorded at Portage County Records, Volume 969, Page 42 et seq.

INSERT a new DECLARATION ARTICLE VII, SECTION D, entitled "Service of Process." Said addition, to be made on Page 16 of the Declaration, as recorded at Portage County Records, Volume 969, Page 42 et seq., is as follows:

### D. Service of Process.

The person to receive service of process for the Association will be as designated by the Board. This designation will be accomplished by filing with the Ohio Secretary of State the required statutory agent designation form.

(5) INSERT a new DECLARATION ARTICLE XIV, SECTION C, entitled "Enforcement Assessments." Said new addition, to be added on Page 27 of the Declaration, as recorded at Portage County Records, Volume 969, Page 42 et seq., is as follows:

#### C. Enforcement Assessments.

In accordance with Ohio Revised Code Section 5311.081(B)(12), the Board will 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 2<sup>nd</sup> PARAGRAPH to the end of DECLARATION ARTICLE VIII, SECTION D, entitled "<u>Lien of Association</u>." Said new addition, to be added on Page 18 of the Declaration, as recorded at Portage County Records, Volume 969, Page 42 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 2<sup>nd</sup> PARAGRAPH to the end of DECLARATION ARTICLE III, SECTION B 11), entitled "Rental of Units." Said new addition, to be added on Page 5 of the Declaration, as recorded at Portage County Records, Volume 969, Page 42 et seq., is as follows:

In accordance with Ohio law, the Association may initiate eviction proceedings to evict any tenant, for any violation of the Declaration, Bylaws, rules and regulations, or applicable laws, by the tenant, any occupant of the Unit, or the owner of the Unit. The action will be brought by the Association, as the Unit Owner(s)'s agent, in the name of the Unit Owner(s). In addition to any procedures required by State law, the Association will give the Unit Owner(s) at least 10 days written notice of the intended eviction action. The costs of any eviction action, including reasonable attorneys' fees, will be charged to the Unit Owner(s) and the subject of a special Assessment against the offending Unit Owner and made a lien against that Unit.

(8) INSERT a new 2<sup>nd</sup> PARAGRAPH to the end of DECLARATION ARTICLE VIII, SECTION A, entitled "General." Said new addition, to be added on Page 16 of the Declaration, as recorded at Portage County Records, Volume 969, Page 42 et seq., is as follows:

In accordance with Ohio Revised Code Section 5311.18(A)(2), the Association will 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 XIV, SECTION D, entitled "Suspended Rights." Said new addition, to be added on Page 27 of the

Declaration, as recorded at Portage County Records, Volume 969, Page 42 et seq., is as follows:

### D. 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 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 2<sup>nd</sup> PARAGRAPH to the end of BYLAWS ARTICLE V, SECTION 3, entitled "Special Services." Said new addition, to be added on Page 12 of the Bylaws, Exhibit D of the Declaration, as recorded at Portage County Records, Volume 969, Page 42 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 III, SECTION B 12), entitled "Owner/Resident Information." Said new addition, to be added on Page 5 of the Declaration, as recorded at Portage County Records, Volume 969, Page 42 et seq., is as follows:
  - 12) Owner/Resident Information In accordance with Ohio Revised Code Section 5311.09(A)(2) and (3), each Unit Owner will, within 30 days of the recording of this Amendment or within 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 Unit Owner. Any change in the information will be provided to the Board, in writing, within 30 days of said change.

(12) INSERT a new 3<sup>rd</sup> SENTENCE to the end of BYLAWS ARTICLE II, SECTION 9, entitled "Quorum." Said new addition, to be added on Page 6 of the Bylaws, Exhibit D of the Declaration, as recorded at Portage County Records, Volume 969, Page 42 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.

(13) INSERT a new SENTENCE to the end of BYLAWS ARTICLE VI, SECTION 2, entitled "Preparation of Estimated Budget." Said new addition, to be added on Page 14 of the Bylaws, Exhibit D of the Declaration, as recorded at Portage County Records, Volume 969, Page 42 et seq., is as follows:

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.

(14) INSERT a new 2<sup>nd</sup> PARAGRAPH to BYLAWS ARTICLE II, SECTION 4, entitled "Powers and Duties of the Board." Said new addition to be added on Page 5 of the Bylaws, Exhibit D of the Declaration, as recorded at Portage County Records, Volume 969, Page 42 et seq., is as follows:

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:

- (a) 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;
- (b) 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;

- (c) Enter into contracts and incur liabilities relating to the operation of the Condominium Property;
- (d) 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;
- (e) Grant easements, leases, licenses, and concessions through or over the Common Elements;
- (f) Impose and collect fees or other charges for the use, rental, or operation of the Common Elements or for services provided to Unit Owners;
- (g) 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;
- (h) Purchase insurance and fidelity bonds the Board considers appropriate or necessary; and
- (i) Invest excess funds in investments that meet standards for fiduciary investments under Ohio law.
- (15) 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 Unit Owners of record at the time of such filing will have standing to contest the validity of these amendments, 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 amendments.

THE MEADOWS OF WALDEN CONDOMINIUM ASSOCIATION

By: // //// PHILIP/WOJCIK, its President

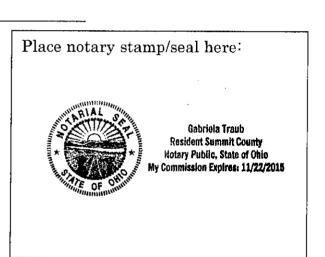
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COUNTY OF Lunui /	)	

BEFORE ME, a Notary Public, in and for said County, personally appeared the above named The Meadows of Walden Condominium Association, by Philip Wojcik, its President, who acknowledged that he did sign the foregoing instrument, on Page 8 of 9, and that the same is the free act and deed of said corporation and the free act and deed of him personally and as such officer.

in \_\_\_\_\_\_\_, Ohio, this \_\_\_\_\_\_\_, day of \_\_\_\_\_\_\_\_, 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

# EXHIBIT "E- AMENDED"

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