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Lorain County, Ohio
Mike Doran County Recorder
File **2023-0915678**

AMENDMENTS TO THE
DECLARATION OF CONDOMINIUM OWNERSHIP
FOR
THE RESIDENCE AT MORNINGSIDE CONDOMINIUMS

PLEASE CROSS MARGINAL REFERENCE WITH THE DECLARATION OF
CONDOMINIUM OWNERSHIP FOR THE RESIDENCE AT MORNINGSIDE
CONDOMINIUMS RECORDED AT DOCUMENT NO. 2006-0170209 OF THE LORAIN
COUNTY RECORDS ON OCTOBER 12, 2006.

**AMENDMENTS TO THE
DECLARATION OF CONDOMINIUM OWNERSHIP FOR
THE RESIDENCE AT MORNINGSIDE CONDOMINIUMS**

RECITALS

A. The Declaration of Condominium Ownership for The Residence at Morningside Condominiums (the "Declaration") and the Bylaws of The Residence at Morningside Condominium Association, Inc., Exhibit "B" of the Declaration (the "Bylaws"), were recorded at Lorain County Records Document No. 2006-0170209.

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. 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 Ownership for The Residence at Morningside Condominiums and the Bylaws of The Residence at Morningside Condominium Association, Inc. are amended by the Board of Directors as follows:

(1) INSERT a NEW DECLARATION ARTICLE 10, SECTION 10.6. Said new addition, to be added to the Declaration, as recorded at the Lorain County Records, Document No. 2006-0170209 and as amended at Instrument No. 2012-0437806, 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:

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

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

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

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

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

(b) Hearing Requirements:

(i) 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.

(ii) 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.

(iii) 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.

- 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) **MODIFY THE 1st THREE SENTENCES of BYLAWS ARTICLE II, SECTION 1 and INSERT A NEW SENTENCE THEREAFTER.** Said modification, to be made to the Bylaws, Exhibit "B" of the Declaration, as recorded at Lorain County Records, Document No. 2006-0170209, and as amended at Instrument No. 2012-0437806 is as follows: (deleted language is crossed out; new language is underlined)

The Board of Directors shall consist of not more than five persons except as otherwise provided in these Bylaws, all of whom must be Owners, or the spouse of an Owner, and occupiers of a Unit, except as provided otherwise in these Bylaws. ~~That notwithstanding, no one Unit may be represented by more than one person on the Board at any one time.~~ 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 A NEW PARAGRAPH to the end of BYLAWS ARTICLE II, SECTION 8.** Said new addition, to be added to the Bylaws, Exhibit "B" of the Declaration, as recorded at Lorain County Records, Document No. 2006-0170209, and as amended at Instrument No. 2012-0437806, is as follows:

(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 THE 1st SENTENCE of DECLARATION ARTICLE 13, SECTION 13.7.** Said modification, to be made to the Declaration, as recorded at Lorain County Records, Document No. 2006-0170209, is as follows: (new language is underlined)

The continuing lien provided for in Section 13.6 shall take priority over any lien or encumbrance subsequently arising or created, except liens for real estate taxes and assessments and liens of first mortgages filed for record prior to the date on which the lien of the Association arises, and may be foreclosed in the same manner as a mortgage on real property in an action brought on behalf of the Association by the President thereof pursuant to authority given to him by the Board.

(3) **MODIFY THE 2nd SENTENCE of DECLARATION ARTICLE 13, SECTION 13.6.** Said modification, to be made to the Declaration, as recorded at Lorain County Records, Document No. 2006-0170209, is as follows: (new language is underlined)

Such certificate shall contain a description of the Unit, the name or names of record of the Unit Owner or Owners thereof and the amount of such unpaid portions of the assessments and shall be subscribed by the President or other designated representative of the Association as authorized by the Board.

(4) **INSERT a NEW PARAGRAPH to the end of BYLAWS ARTICLE V, SECTION 6.** Said addition, to be added to the Bylaws, Exhibit "B" of the Declaration, as recorded at Lorain County Records, Document No. 2006-0170209, is 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 Property-related personnel matters;

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.

(7) **INSERT TWO NEW PARAGRAPHS to the end of DECLARATION ARTICLE 22, SECTION 22.2.** Said new addition, to be added to the Declaration, as recorded at Lorain County Records, Document No. 2006-0170209, 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.

(8) **MODIFY BYLAWS ARTICLE II, SECTION 2(b)(2).** Said modification, to be made to the Bylaws, Exhibit "B" of the Declaration, as recorded at Lorain County Records, Document No. 2006-0170209, and as amended at Instrument No. 2012-0437806, 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 Unit Owners, impacts zoning, or otherwise ~~and~~ relates to matters affecting the Condominium Property;

(9) **INSERT A NEW DECLARATION ARTICLE 24, SECTION 24.17** entitled "Notices to Unit Owners." Said new addition, to be added to the Declaration, as recorded at Lorain County Records, Document No. 2006-0170209, is as follows:

24.17 Notices to 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 regular U.S. mail, first-class postage prepaid, to their Unit address or to another address the Unit 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 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 by either regular mail or hand delivered.

- (b) 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, e.g. the Association receives an "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 regular mail or hand delivered.

(10) MODIFY the 1st SENTENCE of BYLAWS ARTICLE V, SECTION 3. Said modification, to be made to the Bylaws, Exhibit "B" of the Declaration, as recorded at Lorain County Records, Document No. 2006-0170209, is as follows: (new language is underlined)

The Association shall build up And maintain a reasonable reserve or contingencies, repairs, replacements, extraordinary expenses and other costs which will constitute a reserve fund 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.

(11) MODIFY DECLARATION ARTICLE 13, SECTION 13.3(a)(v). Said modification, to be made to the Declaration, as recorded at Lorain County Records, Document No. 2006-0170209, is as follows: (new language is underlined)

- (v) 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; for which cash reserves over a period of time in excess of one year ought to be maintained and for extraordinary expenses and costs, but the Association is not required to maintain a separate bank account for this reserve fund; and

(12) INSERT A NEW PARAGRAPH to the end of BYLAWS ARTICLE II, SECTION 11. Said modification, to be made to the Bylaws, Exhibit "B" of the Declaration, as recorded at Lorain County Records, Document No. 2006-0170209, 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 Residence at Morningside Condominium Association, Inc. has caused the execution of this instrument this 21 day of MARCH, ~~2022~~ 2023

THE RESIDENCE AT MORNINGSIDE CONDOMINIUM ASSOCIATION, INC.

By: Emma J. Dinsmoor
EMMA J. DINSMOOR, President

By: Joseph Delgado
JOSEPH DELGADO, Secretary

STATE OF OHIO)
COUNTY OF LORAIN) SS

BEFORE ME, a Notary Public, in and for said County, personally appeared the above named The Residence at Morningside Condominium Association, Inc., by its President and its Secretary, who acknowledged that they did sign the foregoing instrument, on page 10 of 12, 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 21 day of March, ~~2022~~ 2023

Lynn Cambarare
NOTARY PUBLIC

Place notary stamp/seal here:



LYNN CAMBARARE
Notary Public, State of Ohio
My Comm. Expires 09/19/2027

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

CERTIFICATION OF OFFICERS

STATE OF OHIO)
)
COUNTY OF LORAW) SS

Emma J. Dinsmoor and Joseph Delgado, being the duly elected and acting President and Secretary of The Residence at Morningside Condominium Association, Inc., certify that the Amendments to the Declaration of Condominium Ownership for/of The Residence at Morningside Condominiums were approved by the Board in accordance with Ohio Revised Code Section 5311.05(E)(1).

Emma J. Dinsmoor

EMMA J. DINSMOOR, President

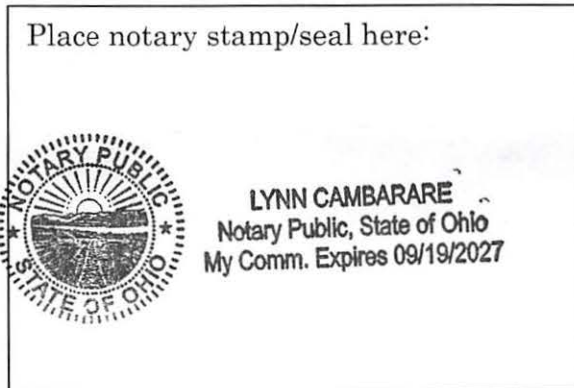
Joseph Delgado

JOSEPH DELGADO, Secretary

BEFORE ME, a Notary Public in and for said County, personally appeared the above-named Emma J. Dinsmoor and Joseph Delgado 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 21 day of MARCH, ~~2022~~ 2023

Lynn Cambarare
NOTARY PUBLIC



AMENDMENTS TO THE
DECLARATION OF CONDOMINIUM OWNERSHIP
FOR
THE RESIDENCE AT MORNINGSIDE CONDOMINIUMS

PLEASE CROSS MARGINAL REFERENCE WITH THE DECLARATION OF
CONDOMINIUM OWNERSHIP FOR THE RESIDENCE AT MORNINGSIDE
CONDOMINIUMS RECORDED AT DOCUMENT NO. 2006-0170209 OF THE LORAIN
COUNTY RECORDS ON OCTOBER 12, 2006.

**AMENDMENTS TO THE
DECLARATION OF CONDOMINIUM OWNERSHIP FOR
THE RESIDENCE AT MORNINGSIDE CONDOMINIUMS**

RECITALS

- A.** The Declaration of Condominium Ownership for The Residence at Morningside Condominiums (the "Declaration") and the Bylaws of The Residence at Morningside Condominium Association, Inc., Exhibit "B" of the Declaration (the "Bylaws"), were recorded at Lorain County Records Document No. 2006-0170209.
- 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.** 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 Ownership for The Residence at Morningside Condominiums and the Bylaws of The Residence at Morningside Condominium Association, Inc. are amended by the Board of Directors as follows:

- (1) INSERT a NEW DECLARATION ARTICLE 10, SECTION 10.6.** Said new addition, to be added to the Declaration, as recorded at the Lorain County Records, Document No. 2006-0170209 and as amended at Instrument No. 2012-0437806, 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:

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

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

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

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

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

(b) Hearing Requirements:

(i) 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.

(ii) 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.

(iii) 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 THE 1st SENTENCE of DECLARATION ARTICLE 13, SECTION 13.7.** Said modification, to be made to the Declaration, as recorded at Lorain County Records, Document No. 2006-0170209, is as follows: (new language is underlined)

The continuing lien provided for in Section 13.6 shall take priority over any lien or encumbrance subsequently arising or created, except liens for real estate taxes and assessments and liens of first mortgages filed for record prior to the date on which the lien of the Association arises, and may be foreclosed in the same manner as a mortgage on real property in an action brought on behalf of the Association by the President thereof pursuant to authority given to him by the Board.

(3) **MODIFY THE 2nd SENTENCE of DECLARATION ARTICLE 13, SECTION 13.6.** Said modification, to be made to the Declaration, as recorded at Lorain County Records, Document No. 2006-0170209, is as follows: (new language is underlined)

Such certificate shall contain a description of the Unit, the name or names of record of the Unit Owner or Owners thereof and the amount of such unpaid portions of the assessments and shall be subscribed by the President or other designated representative of the Association as authorized by the Board.

(4) **INSERT a NEW PARAGRAPH to the end of BYLAWS ARTICLE V, SECTION 6.** Said addition, to be added to the Bylaws, Exhibit "B" of the Declaration, as recorded at Lorain County Records, Document No. 2006-0170209, is 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 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 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) **MODIFY THE 1st THREE SENTENCES of BYLAWS ARTICLE II, SECTION 1 and INSERT A NEW SENTENCE THEREAFTER.** Said modification, to be made to the Bylaws, Exhibit "B" of the Declaration, as recorded at Lorain County Records, Document No. 2006-0170209, and as amended at Instrument No. 2012-0437806 is as follows: (deleted language is crossed out; new language is underlined)

The Board of Directors shall consist of not more than five persons except as otherwise provided in these Bylaws, all of whom must be Owners, or the spouse of an Owner, and occupiers of a Unit, except as provided otherwise in these Bylaws. ~~That notwithstanding, no one Unit may be represented by more than one person on the Board at any one time.~~ 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 A NEW PARAGRAPH to the end of BYLAWS ARTICLE II, SECTION 8.** Said new addition, to be added to the Bylaws, Exhibit "B" of the Declaration, as recorded at Lorain County Records, Document No. 2006-0170209, and as amended at Instrument No. 2012-0437806, 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.

(7) INSERT TWO NEW PARAGRAPHS to the end of DECLARATION ARTICLE 22, SECTION 22.2. Said new addition, to be added to the Declaration, as recorded at Lorain County Records, Document No. 2006-0170209, 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.

(8) **MODIFY BYLAWS ARTICLE II, SECTION 2(h)(2).** Said modification, to be made to the Bylaws, Exhibit "B" of the Declaration, as recorded at Lorain County Records, Document No. 2006-0170209, and as amended at Instrument No. 2012-0437806, 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 Unit Owners, impacts zoning, or otherwise ~~and~~ relates to matters affecting the Condominium Property;

(9) **INSERT A NEW DECLARATION ARTICLE 24, SECTION 24.17** entitled "Notices to Unit Owners." Said new addition, to be added to the Declaration, as recorded at Lorain County Records, Document No. 2006-0170209, is as follows:

24.17 Notices to 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 regular U.S. mail, first-class postage prepaid, to their Unit address or to another address the Unit 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 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 by either regular mail or hand delivered.

- (b) 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, e.g. the Association receives an "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 regular mail or hand delivered.

(10) MODIFY the 1st SENTENCE of BYLAWS ARTICLE V, SECTION 3. Said modification, to be made to the Bylaws, Exhibit "B" of the Declaration, as recorded at Lorain County Records, Document No. 2006-0170209, is as follows: (new language is underlined)

The Association shall build up And maintain a reasonable reserve or contingencies, repairs, replacements, extraordinary expenses and other costs which will constitute a reserve fund 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.

(11) MODIFY DECLARATION ARTICLE 13, SECTION 13.3(a)(v). Said modification, to be made to the Declaration, as recorded at Lorain County Records, Document No. 2006-0170209, is as follows: (new language is underlined)

- (v) 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; for which cash reserves over a period of time in excess of one year ought to be maintained and for extraordinary expenses and costs, but the Association is not required to maintain a separate bank account for this reserve fund; and

(12) **INSERT A NEW PARAGRAPH to the end of BYLAWS ARTICLE II, SECTION 11.** Said modification, to be made to the Bylaws, Exhibit "B" of the Declaration, as recorded at Lorain County Records, Document No. 2006-0170209, 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 Residence at Morningside Condominium Association, Inc. has caused the execution of this instrument this 28 day of November, 2022.

THE RESIDENCE AT MORNINGSIDE CONDOMINIUM ASSOCIATION, INC.

By: 
EMMA J. DINSMOOR, President

By: 
JOSEPH DELGADO, Secretary

EXHIBIT A

CERTIFICATION OF OFFICERS

STATE OF OHIO)
)
COUNTY OF Lorain)

SS

Emma J. Dinsmoor and **Joseph Delgado**, being the duly elected and acting President and Secretary of The Residence at Morningside Condominium Association, Inc., certify that the Amendments to the Declaration of Condominium Ownership for/of The Residence at Morningside Condominiums were approved by the Board in accordance with Ohio Revised Code Section 5311.05(E)(1).



EMMA J. DINSMOOR, President



JOSEPH DELGADO, Secretary

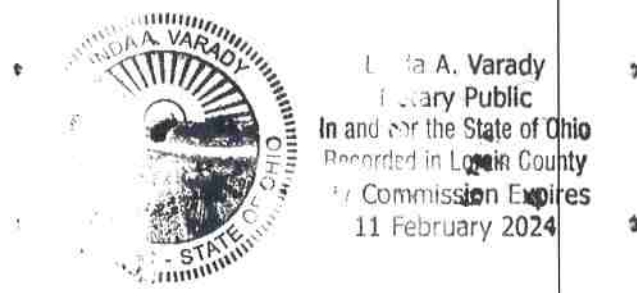
BEFORE ME, a Notary Public in and for said County, personally appeared the above-named **Emma J. Dinsmoor** and **Joseph Delgado** who acknowledged that they did sign the foregoing instrument and that the same is their free act and deed.

I have set my hand and official seal this 28 day of November, 2022.



NOTARY PUBLIC

Place notary stamp/seal here:



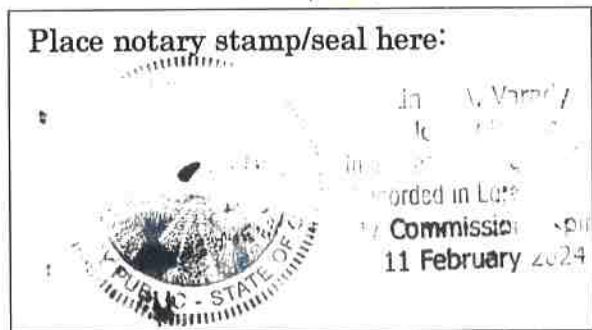
Linda A. Varady
Notary Public
In and for the State of Ohio
Recorded in Lorain County
My Commission Expires
11 February 2024

STATE OF OHIO)
)
COUNTY OF Lorain) SS

BEFORE ME, a Notary Public, in and for said County, personally appeared the above named The Residence at Morningside Condominium Association, Inc., by its President and its Secretary, who acknowledged that they did sign the foregoing instrument, on page 10 of 12, 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 28 day of November, 2022.


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

TRANSFERRED
IN COMPLIANCE WITH SEC. 319-202
OHIO REV. CODE

NOV 26 2012



MARK R. STEWART
LORAIN COUNTY AUDITOR


Doc ID: 017238470007 Type: OFF
Kind: DECLARATION
Recorded: 11/26/2012 at 09:56:19 AM
Fee Amt: \$72.00 Page 1 of 7
Lorain County, Ohio
Judith M Nedwick County Recorder
File **2012-0437806**

AMENDMENTS TO THE

DECLARATION

FOR

THE RESIDENCE AT MORNINGSIDE CONDOMINIUMS

PLEASE CROSS MARGINAL REFERENCE WITH THE DECLARATION FOR
THE RESIDENCE AT MORNINGSIDE CONDOMINIUMS RECORDED AT
INSTRUMENT NO. 2006-0170209 OF THE LORAIN COUNTY RECORDS ON
OCTOBER 12, 2006.

**AMENDMENTS TO THE
DECLARATION FOR
THE RESIDENCE AT MORNINGSIDE CONDOMINIUMS**

WHEREAS, the Declaration for The Residence at Morningside Condominiums (the "Declaration") and the Bylaws of The Residence at Morningside Condominium Association, Inc. (the "Bylaws"), Exhibit B of the Declaration, were recorded at Lorain County Records Instrument No. 2006-0170209, 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 for The Residence at Morningside Condominiums have in all respects been complied with.

NOW THEREFORE, the Declaration for The Residence at Morningside Condominiums is hereby amended by the Board of Directors as follows:

(1) DELETE DECLARATION ARTICLE 10, SECTION 10.8, entitled "Service of Process," in its entirety. Said deletion is to be made on Page 13 of the Declaration, as recorded at Lorain County Records, Instrument No. 2006-0170209.

INSERT a new DECLARATION ARTICLE 10, SECTION 10.8, entitled "Service of Process." Said addition, to be made on Page 13 of the Declaration, as recorded at Lorain County Records, Instrument No. 2006-0170209, is as follows:

10.8 Service of Process. The person to receive service of process for the Association shall 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.

(2) INSERT a new 2nd PARAGRAPH to DECLARATION ARTICLE 10, SECTION 10.6, entitled "Costs." Said new addition, to be added on Page 12 of the Declaration, as recorded at Lorain County Records, Instrument No. 2006-0170209, is as follows:

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.

(3) INSERT a new 2nd PARAGRAPH to the end of DECLARATION ARTICLE 13, SECTION 13.6, entitled "Lien of Condominium Association." Said new addition, to be added on Page 20 of the Declaration, as recorded at Lorain County Records, Instrument No. 2006-0170209, 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.

(4) INSERT a new 3rd PARAGRAPH to the end of DECLARATION ARTICLE 13, SECTION 13.2, entitled "Assessments." Said new addition, to be added on Page 17 of the Declaration, as recorded at Lorain County Records, Instrument No. 2006-0170209, 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.

(5) INSERT a new DECLARATION ARTICLE 19, SECTION 19.4, entitled "Suspended Rights." Said new addition, to be added on Page 37 of the Declaration, as recorded at Lorain County Records, Instrument No. 2006-0170209, is as follows:

19.4. 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.

(6) INSERT a new 2nd PARAGRAPH to the end of SUBSECTION (a) in DECLARATION ARTICLE 13, SECTION 13.5, entitled "Special Individual Unit Assessments." Said new addition, to be added on Page 19 of the Declaration, as recorded at Lorain County Records, Instrument No. 2006-0170209, 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.

(7) MODIFY the 1st SENTENCE of BYLAWS ARTICLE II, SECTION 1, entitled "Number of Qualification," and INSERT TWO NEW SENTENCES thereafter. Said modification, to be made on Page 4 of the Bylaws, Exhibit B of the Declaration, as recorded at Lorain County Records, Instrument No. 2006-0170209, is as follows: (deleted language is crossed out; new language is underlined)

The Board of Directors shall consist of not more than five persons except as otherwise provided in these Bylaws, all of whom must be Owners, or the spouse of an Owner, and occupiers of a Unit, except as provided otherwise in these Bylaws. That notwithstanding, no one Unit may be represented by more than one person on the Board at any one time. 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.

(8) INSERT a new 2nd SENTENCE to the end of BYLAWS ARTICLE II, SECTION 8, entitled "Quorum; Adjournment." Said new addition, to be added on Page 6 of the Bylaws, Exhibit B of the Declaration, as recorded at Lorain County Records, Instrument No. 2006-0170209, 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.

(9) INSERT a new PARAGRAPH h to BYLAWS ARTICLE II, SECTION 2, entitled "Powers, Authorities and Duties." Said new addition to be added on Page 5 of the Bylaws, Exhibit B of the Declaration, as recorded at Lorain County Records, Instrument No. 2006-0170209, is as follows:

h 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. Grant easements, leases, licenses, and concessions through or over the Common Elements;

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

6. Purchase insurance and fidelity bonds the Board considers appropriate or necessary; and

7. Invest excess funds in investments that meet standards for fiduciary investments under Ohio law.

(10) Any conflict between the above provisions and any other provisions of the Declaration and Bylaws shall be interpreted in favor of the above amendments. 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 these amendments, only Unit 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 Residence at Morningside Condominium Association, Inc. has caused the execution of this instrument this 12 day of NOVEMBER, 2012.

THE RESIDENCE AT MORNINGSSIDE CONDOMINIUM ASSOCIATION, INC.

By: Reed Timko
REED TIMKO, its President

STATE OF OHIO)
)
COUNTY OF Lorain) SS

BEFORE ME, a Notary Public, in and for said County, personally appeared the above named The Residence at Morningside Condominium Association, Inc., by Reed Timko, its President, who acknowledged that he did sign the foregoing instrument, on Page 6 of 7, 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 WITNESS WHEREOF, I have hereunto set my hand and official seal in Lorain, Ohio, this 12th day of November 2012.

Place notary stamp/seal here:

Kristy Shepherd
NOTARY PUBLIC

KRISTY SHEPHERD
NOTARY PUBLIC • STATE OF OHIO
Recorded in Lorain County
My commission expires 12-26-14

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

KAMAN & CUSIMANO ATTORNEYS
2000 TERMINAL TOWER
50 PUBLIC SQUARE
CLEVELAND, OH 44113

9



Doc ID: 015610320009 Type: OFF
Kind: DECLARATION
Recorded: 11/19/2009 at 03:20:57 PM
Fee Amt: \$92.00 Page 1 of 9
Lorain County, Ohio
Judith M Nedwick County Recorder
File 2009-0317173

TRANSFERRED
IN COMPLIANCE WITH SEC. 319-202
OHIO REV. CODE

NOV 19 2009

*Filed
JMM*

MARK R. STEWART
LORAIN COUNTY AUDITOR

**Amendment No. 1 to the Declaration for
The Residence at Morningside Condominium
Lorain, Ohio**

This Amendment No. 1 ("Amendment No. 1") to the Declaration of Condominium Ownership for The Residence at Morningside Condominium is made at Lorain, Ohio this 5th day of November, 2009, by K. Hovnanian Oster Homes, LLC, an Ohio limited liability company, hereinafter "Declarant".

WITNESSETH:

Whereas, on or about October 12, 2006, the Declarant caused a Declaration of Condominium Ownership for The Residence at Morningside Condominium (the "Declaration") to be filed for record as Instrument No. 2006170209 in the records of the Lorain County Recorder; and

Whereas, the Declarant reserved the right to expand the Condominium by amendment and to add all or parts of the Additional Property as provided in Section 23 of the Declaration; and

Whereas, the Declarant reserved the right to amend this Declaration for the purpose of correcting inadvertent errors and making nominal changes as provided in Section 22.2 of the Declaration; and

Whereas, the Declarant executes this Amendment pursuant to the authority vested in the Declarant in Section 23 to add part of the Additional Property to the Condominium and pursuant to the authority vested in Section 22.2 to correct the square footages of the Units referred to in the Declaration and their interests in the Common Elements resulting from said correction and the addition to the Condominium of the Units in the Additional Property; and

Whereas, capitalized terms used herein and not otherwise defined shall have the same meaning as ascribed to them in the Declaration.

NOW THEREFORE, Declarant amends the Declaration as follows.

1. The parcel of land described in Exhibit A, attached hereto and made a part hereof, is a part of the Additional Property. Said parcel of land contains a building ("Building No. 2"). Said land and Building No. 2, are hereby incorporated into and made a part of the Condominium and hereby made subject to the Declaration, By-Laws, related condominium instruments and to all agreements and documents mentioned in the Declaration.

2. Building No. 2 contains twenty-four (24) units. These Units are denominated as Units 25-B-101 through 32-B-108 if located on the first floor, 33-B-201 through 40-B-208 if located on the second floor and 41-B-301 through 48-B-308 if located on the third floor. The Units are described hereinafter and contain at least 681.52 square feet and up to 1,044.21 square feet. The Building consists of units denominated as Units A-1, A-2, B-1, B-1B, B-2, B-2B, C-1, C-2 and D in the Declaration. A-1 Units consist of approximately 681 square feet of space and A-2 Units consist of approximately 701 square feet of space. B-1 Units consist of approximately 1,010 square feet of space, B-1B Units consist of approximately 1,019 square feet of space, B-2 Units consist of approximately 1,036 square feet of space and B-2B Units consist of approximately 1,033 square feet of space. C-1 Units consist of approximately 872 square feet of space and C-2 Units consist of approximately 881 square feet of space. D Units consist of approximately 826 square feet of space. The total number of different types of condominium units (hereinafter referred to as "Units") in the Condominium Property is nine (9). A-1 and A-2 Units will be one bedroom Units. D Units contain one bedroom and a den. All other Units will be two bedroom Units. The addition of these Units brings the total number of Units in the Condominium to 48.

3. Building No. 2 is three stories in height and has a parking garage and is constructed with wood frame with a predominantly vinyl siding exterior with stone veneer and asphalt singled roof. Drywall has been used in connection with the construction of the interior and common walls in Building No. 2. Building No. 2 has common elements which include an elevator, two sets of stairs, a mail room and lobby on the first floor and laundry rooms on the second and third floors and all other areas associated with Building No. 2 as shown in the drawings described below.

4. The Units which were made subject to the terms of the Declaration when originally recorded contain the square footage set forth below and not as mistakenly set forth in the Declaration:

<u>Unit No.</u>	<u>Square Footage</u>
1-A-101	1,016.00
2-A-102	1,019.48
3-A-103	1,016.00
4-A-104	1,019.48
5-A-105	1,016.00
6-A-106	681.52
7-A-107	1,016.00
8-A-108	1,019.48
9-A-201	1,041.87

10-A-202	884.06
11-A-203	880.08
12-A-204	1,044.21
13-A-205	880.08
14-A-206	827.39
15-A-207	1,041.87
16-A-208	884.06
17-A-301	1,041.87
18-A-302	702.04
19-A-303	880.08
20-A-304	1,044.21
21-A-305	880.08
22-A-306	827.39
23-A-307	1,041.87
24-A-308	702.04

5. The Units added to the Condominium contain the square footage as follows:

<u>Unit No.</u>	<u>Square Footage</u>
25-B-101	1,010.86
26-B-102	1,019.53
27-B-103	1,010.86
28-B-104	1,019.53
29-B-105	1,010.86
30-B-106	681.40
31-B-107	1,010.86

32-B-108	1,019.53
33-B-201	1,036.26
34-B-202	872.26
35-B-203	876.66
36-B-204	1,033.37
37-B-205	872.57
38-B-206	826.50
39-B-207	1,036.46
40-B-208	881.13
41-B-301	1,036.26
42-B-302	701.02
43-B-303	873.57
44-B-304	1,042.04
45-B-305	881.04
46-B-306	826.50
47-B-307	1,039.15
48-B-308	706.80

6. Total square footage of all the Units in both Buildings totals 44,732.18 square feet.
7. The undivided interests in the Common Elements of all Units in the Condominium is as follows:

<u>Unit No.</u>	<u>Percentage Interest in the Common Elements</u>
1-A-101	2.2713 %
2-A-102	2.2791 %
3-A-103	2.2713 %

4-A-104	2.2791 %
5-A-105	2.2713 %
6-A-106	1.5236 %
7-A-107	2.2713 %
8-A-108	2.2791 %
9-A-201	2.3291 %
10-A-202	1.9763 %
11-A-203	1.9674 %
12-A-204	2.3344 %
13-A-205	1.9674 %
14-A-206	1.8497 %
15-A-207	2.3291 %
16-A-208	1.9763 %
17-A-301	2.3291 %
18-A-302	1.5694 %
19-A-303	1.9674 %
20-A-304	2.3344 %
21-A-305	1.9674 %
22-A-306	1.8497 %
23-A-307	2.3291 %
24-A-308	1.5694 %
25-B-101	2.2598 %
26-B-102	2.2792 %
27-B-103	2.2598 %
28-B-104	2.2792 %

UNOFFICIAL

29-B-105	2.2598 %
30-B-106	1.5233 %
31-B-107	2.2598 %
32-B-108	2.2792 %
33-B-201	2.3166 %
34-B-202	1.9500 %
35-B-203	1.9598 %
36-B-204	2.3101 %
37-B-205	1.9507 %
38-B-206	1.8477 %
39-B-207	2.3170 %
40-B-208	1.9698 %
41-B-301	2.3166 %
42-B-302	1.5671 %
43-B-303	1.9529 %
44-B-304	2.3295 %
45-B-305	1.9696 %
46-B-306	1.8477 %
47-B-307	2.3230 %
48-B-308	1.5801 %

8. The proportionate share of the Common Surplus, Common Expenses and voting power of each Unit shall be equal to the percentage interest in the Common Elements as set forth in Paragraph 7 above.

9. Supplementary drawings shall accompany this Amendment at the time the Amendment is recorded.

UNOFFICIAL


10. As provided in Section 23.17 of the Declaration, upon the filing for record of this Amendment:

- (a) The Units in Building No. 2 shall be subject to all of the terms and provisions of the Declaration, to the same extent and with the same effect as if Building No. 2 had originally been part of the Condominium Property, that is, the rights, easements, covenants, restrictions and assessment plan set forth in the Declaration shall run with and bind Building No. 2 in the same manner, to the same extent and with the same force and effect as the terms of this Declaration apply to the Condominium Property, as defined in the Declaration; and
- (b) The owner or owners of Building No. 2 shall be members of the Association, to the same extent, with the same effect, subject to the same obligations and entitled to the same rights as all other members; and
- (c) In all other respects, all of the provisions of this Declaration shall include and apply to all Units in Building No. 2, and to the owners, mortgagees and lessees thereof, with equal meaning and of like force and effect.

11. In all other respects, the Declaration remains unaltered and unamended.

Executed by this 5TH day of November, 2009.

K. Hovnanian Oster Homes, LLC

By 
Thomas J. Oster, Co-President

UNOFFICIAL

STATE OF OHIO)
) SS:
COUNTY OF LORAIN)

BEFORE ME, a Notary Public in and for said County and State, personally appeared the above-named K. Hovnanian Oster Homes, LLC, by and through Thomas J. Oster, its duly authorized Co-President, who acknowledged that he did sign the foregoing instrument and that the same is his free act and deed as manager and the free act and deed of said limited liability company.

IN TESTIMONY WHEREOF, I have hereunto set my hand and official seal at Lorain, Ohio this 5th day of November, 2009.

Kriste Radway

Notary Public

This Instrument Prepared By:
Timothy S. Triglio, Esq.
Triglio & Stephenson, P.L.L.
5750 Cooper Foster Park Road, W, Suite 102
Lorain, Ohio 44053-4132
(440) 988-9500



KRISTE RADWAY
NOTARY PUBLIC
STATE OF OHIO
Recorded in
Lorain County
My Comm. Exp. 3/25/11

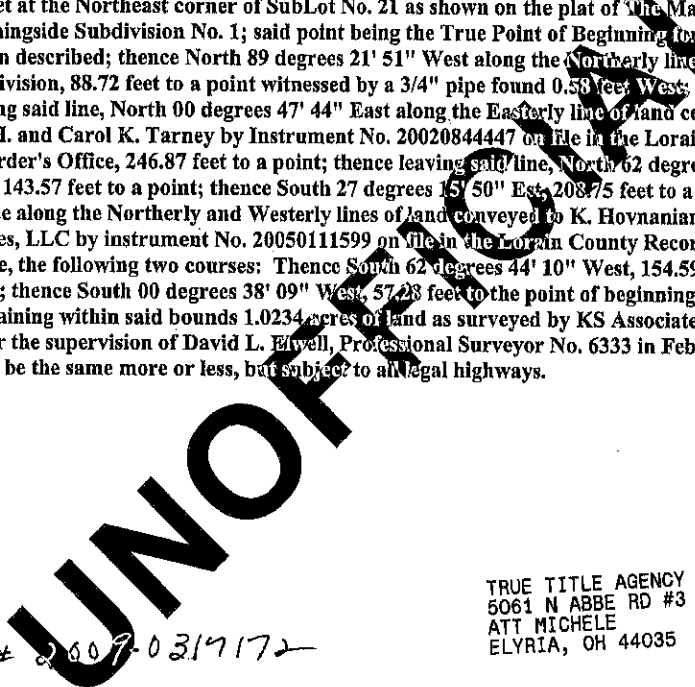
UNOFFICIAL

EXHIBIT "A"

Situated in the City of Lorain, County of Lorain and State of Ohio and known as being a part of Original Black River Township Lot No. 1, Tract No. 3, and part of the lands conveyed to Oster Construction, Inc. by Instrument No. 20040006210 on file in the Lorain County Recorder's Office and more definitely described as follows:

Commencing at the Northern most intersection of the centerlines of Morningside Way and Cardinal Court as shown by the plat of The Manors at Morningside Subdivision No. 1 as recorded in Volume 85, Pages 60-63 of Lorain County Plat Records; thence North 46 degrees 19' 13" West along the centerline of Cardinal Court, 69.40 feet to a point of curvature; thence continuing along said centerline and along the arc of a curve which deflects to the left, 90.15 feet to a point, said curve having a radius of 120.00 feet, a central angle of 43 degrees 02' 39", and a chord of 88.05 feet which bears North 67 degrees 50' 32" West; thence leaving said centerline, North 00 degrees 38' 09" East, 150.00 feet to an iron pin set at the Northeast corner of SubLot No. 21 as shown on the plat of The Manors at Morningside Subdivision No. 1; said point being the True Point of Beginning for the parcel herein described; thence North 89 degrees 21' 51" West along the Northerly line of said Subdivision, 88.72 feet to a point witnessed by a 3/4" pipe found 0.58 feet West; thence leaving said line, North 00 degrees 47' 44" East along the Easterly line of land conveyed to Lee H. and Carol K. Tarney by Instrument No. 20020844447 on file in the Lorain County Recorder's Office, 246.87 feet to a point; thence leaving said line, North 62 degrees 44' 10" East, 143.57 feet to a point; thence South 27 degrees 15' 50" East, 208.75 feet to a point; thence along the Northerly and Westerly lines of land conveyed to K. Hovnanian Oster Homes, LLC by instrument No. 20050111599 on file in the Lorain County Recorder's Office, the following two courses: Thence South 62 degrees 44' 10" West, 154.59 feet to a point; thence South 00 degrees 38' 09" West, 57.23 feet to the point of beginning.

Containing within said bounds 1.0234 acres of land as surveyed by KS Associates, Inc. under the supervision of David L. Elwell, Professional Surveyor No. 6333 in February 2006, be the same more or less, but subject to all legal highways.



PLAT # 2009-0317172

TRUE TITLE AGENCY INC
 5061 N ABBE RD #3
 ATT MICHELE
 ELYRIA, OH 44035