

AMENDMENTS TO THE  
DECLARATION OF CONDOMINIUM OWNERSHIP  
FOR  
BRIDGEPORT COMMONS CONDOMINIUM

PLEASE CROSS MARGINAL REFERENCE WITH THE DECLARATION OF CONDOMINIUM OWNERSHIP FOR BRIDGEPORT COMMONS CONDOMINIUM RECORDED AT INSTRUMENT NO. 54136734 OF THE SUMMIT COUNTY RECORDS.

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

DATED: 6-22-2023

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

By: *Beverly Coble*  
*Beverly Coble*

DOC # 56819990

**AMENDMENTS TO THE  
DECLARATION OF CONDOMINIUM OWNERSHIP FOR  
BRIDGEPORT COMMONS CONDOMINIUM**

**RECITALS**

- A. The Declaration of Condominium Ownership for Bridgeport Commons Condominium (the "Declaration") and the Bylaws of Bridgeport Commons Condominium Association, of the Declaration (the "Bylaws"), were recorded at Summit County Records Instrument No. 54136734.
- 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 Ownership for Bridgeport Commons Condominium is amended by the Board of Directors as follows:

- (1) **INSERT a NEW DECLARATION ITEM 28** entitled "Enforcement Procedure." Said new addition, to be added to the Declaration, as recorded at the Summit County Records, Instrument No. 54136734, is as follows:

**28. Enforcement Procedure.**

**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:**

- (1) A description of the property damage or violation;**



- (2) The amount of the proposed charge or assessment;
- (3) A statement that the Unit Owner has a right to a hearing before the Board to contest the proposed charge or assessment;
- (4) A statement setting forth the procedures to request a hearing;
- (5) A reasonable date by which the Unit Owner must cure the violation to avoid the proposed charge or assessment.

**(B) Hearing Requirements:**

(1) 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 by Section (A)(1) 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.

(2) 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.

(3) 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 in Section (A)(1) above before imposing a charge or assessment.

(D) Within 30 days following a hearing at which the Board imposes a charge or assessment, the Unit Owners' Association will deliver a written notice of the charge or assessment to the Unit Owner.

(E) The Unit Owners' 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 FIRST PARAGRAPH of DECLARATION ITEM 14.** Said modification, to be made to the Declaration, as recorded at Summit County Records, Instrument No. 54136734 and as amended at Instrument No. 55289531, is as follows: (new language is underlined)



14. All sums assessed by the Unit Owners' Association for common charges applicable to any Condominium Unit remaining unpaid for more than ten (10) days after same have become due and payable shall constitute a continuing lien on such Condominium Unit prior to all other liens subsequently arising or created, except:

- (4) **INSERT a NEW PARAGRAPH to the end of BYLAWS ARTICLE VIII, SECTION 6.** Said addition, to be added to the Bylaws, Exhibit A to the Declaration, as recorded at Summit County Records, Instrument No. 54136734, as follows:

The Unit Owners' 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 meet either of the following conditions:

- (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 Unit Owners' Association rules against a Unit Owner;
- (e) Information the disclosure of which is prohibited by state or federal law;
- (f) Records that date back more than five years prior to the date of the request.

- (5) **MODIFY BYLAWS ARTICLE II, SECTION 1.** Said modification, to be made to the Bylaws, Exhibit A to the Declaration, as recorded at Summit County Records, Instrument No. 54136734, and as amended at Instrument No. 55289531, is as follows: (deleted language is crossed out; new language is underlined)

**Section 1. Number and Qualifications.**



The BOARD shall consist of three (3) persons, all of whom must be Unit Owners, or the spouse of a Unit Owner, and occupants of a Unit. 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 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. That notwithstanding, no one (1) Unit may be represented by more than one (1) person on the Board at any one (1) time.

(6) INSERT A NEW PARAGRAPH to the end of DECLARATION ITEM 24. Said new addition, to be added to the Declaration, as recorded at Summit County Records, Instrument No. 54136734, 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 Unit Owners' Association. If the Unit Owners' 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.



(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 Unit Owners' 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 SUBPARAGRAPH (b) of BYLAWS ARTICLE II, SECTION 5.** Said modification, to be made to the Bylaws, Exhibit A to the Declaration, as recorded at Summit County Records, Instrument No. 54136734, and as amended at Instrument No. 55289531, 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 Unit Owners' Association, the Board, or the Condominium Property, or that involves two or more Unit Owners, impacts zoning, or otherwise relates to matters affecting the Condominium Property;

(8) **INSERT A NEW PARAGRAPH to the end of BYLAWS ARTICLE X.** Said new addition, to be added to the Declaration, as recorded at Summit County Records, Instrument No. 54136734, is as follows:

In addition, the Unit Owners' 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 Unit Owners' Association written consent to the use of electronic mail or other transmission technology. Any Unit Owner who has not given the Unit Owners' Association written consent to use of electronic mail or other transmission technology will receive notices by either regular mail or hand delivered. An electronic mail or transmission technology to a Unit Owner is not considered delivered and effective if the Unit Owners' Association's transmission to the Unit Owner fails, e.g. the Unit Owners' 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 Unit Owners' Association will



deliver the notice or other communication to the Unit Owner by either regular mail or hand delivered.

- (9) **MODIFY the FIRST PARAGRAPH OF BYLAWS ARTICLE VIII, SECTION 2.** Said modification, to be made to the Bylaws, Exhibit A to the Declaration, as recorded at Summit County Records, Instrument No. 54136734, is as follows: (deleted language is crossed out; new language is underlined)

Each year on or before December 1st, the BOARD shall estimate the total amount necessary to pay the cost of wages, materials, insurance, services and supplies which will be required during the ensuing calendar year for the rendering of all services, together with a reasonable amount considered by the ASSOCIATION to be necessary for a reserve for contingencies and replacements in the course of normal operations without the necessity of special assessments, unless Unit Owners exercising not less than a majority of the voting power of the Unit Owners' Association waive the reserve requirement in writing annually; and shall on or before December 15th notify each Owner in writing as to the amount of such estimate, with reasonable itemization thereof.

- (10) **INSERT a NEW PARAGRAPH to the end of BYLAWS ARTICLE II, SECTION 12.** Said addition, to be added to the Bylaws, Exhibit A to the Declaration, as recorded at Summit County Records, Instrument No. 54136734, as follows:

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

- (a) Coverage shall be for the maximum amount of funds that will be in the custody of the Unit Owners' Association or its designated agent at any one time plus three months of operating expenses.
- (b) The insurance shall be the property of and for the sole benefit of the Unit Owners' Association and shall protect against theft, embezzlement, misappropriation, or any other unauthorized taking or loss of association funds.
- (c) The policy shall include in its definition of "employee" the manager and the managing agent of the Unit Owners' Association's funds or provide for this inclusion by an endorsement to the policy.
- (d) The policy shall name the Unit Owners' 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 Unit Owners' 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 Unit Owners' Association shall be the designated agent on the policy.

(e) If there is a change in the manager or the managing agent of the Unit Owners' 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 Bridgeport Commons Condominium Association has caused the execution of this instrument this 5<sup>th</sup> day of JUNE, 2023.

**BRIDGEPORT COMMONS CONDOMINIUM ASSOCIATION**

By: Doris Kestranek Thomas  
DORIS KESTRANEK-THOMAS, President

By: Robin M. Wheeler  
ROBIN M. WHEELER, Vice President





STATE OF OHIO )  
 ) ) SS  
COUNTY OF Summit )

**BEFORE ME**, a Notary Public, in and for said County, personally appeared the above named Bridgeport Commons Condominium Association, by its President and its Vice President, who acknowledged that they 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 them personally and as such officers.

I have set my hand and official seal this 5 day of June, 2023.

*Karin Hunter*

NOTARY PUBLIC

Place notary stamp/seal here:



KARIN HUNTER  
Notary Public, State of Ohio  
Commission No. 2015-RE-534908  
My Commission Expires  
June 15, 2025

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





(No Rental Amendment)

1/4/02

COMPLETED RJB

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FRANK WILLIAMS, SUMMIT CO AUDITOR

**RESOLUTION OF AMENDMENT TO  
 THE BRIDGEPORT COMMONS CONDOMINIUM ASSOCIATION  
 DECLARATION AND BYLAWS**

**WHEREAS**, the Declaration of Condominium Ownership, together with the Bylaws for The Bridgeport Commons Condominium Association (hereinafter referred to as Association) was filed on May 7, 1998, at Official Records Volume 54136734, Pages 1 et seq. of the Deed Records, in the Recorder's Office of Summit County, Ohio; and

**WHEREAS**, the Association has presented an Amendment pertaining to certain portions of the Declaration and Bylaws to its members for a vote; and

**WHEREAS**, a vote of the members of the Association acted on October 8, 2001, to amend certain portions of the Declaration and Bylaws; and

**WHEREAS**, any amendment of the Declaration and Bylaws shall be accomplished by a vote of not less than seventy-five percent (75%) of the voting power of the Association;

**WHEREAS**, the procedure necessary to amend the Declaration and Bylaws as required by Chapter 5311 of the Ohio Revised Code and the Declaration of Condominium Ownership for Bridgeport Commons Condominium Association has in all respects been complied with;

**NOW THEREFORE BE IT RESOLVED THAT:**

The Bridgeport Commons Condominium Association, by and through its duly elected representatives, does hereby declare that the documents are amended as attached hereto and by reference incorporated herein and marked Exhibit A and further described by the addition of Paragraph (K) to Section 12, Restrictions as to Use and Occupancy of the Condominium Property, of the Declaration;

That said amendment was presented to the Association for a vote on October 8, 2001;

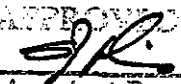
That at least seventy-five percent (75%) of the voting power of the Association voted either in person or proxy for the passage of such Amendment;

That the Board of Managers of the Association certifies that at least seventy-five percent (75%) of the voting power of the Association was cast to pass said Amendment; and

That the President and Secretary of the Association hereby sign and acknowledge the Amendment as herein before enumerated and attached as Exhibit A.

TRANSFER NOT NECESSARY  
 174-02  
 Frank Williams County Auditor

**FRANK WILLIAMS**  
*By Caryatt*  
*Deputy Auditor*  
*January 4, 2002*

APPROVED AS TO FORM  
  
 Assistant Prosecuting Attorney  
 Summit County, Ohio

IN WITNESS WHEREOF, Bridgeport Commons Condominium Association, by and through its President and Secretary, set their hands this 3<sup>rd</sup> day of November, 2001.

Signed in the presence of:

Tracie L. McNutt  
Signature

Tracie L. McNutt

Print  
Amy Schrock

Signature  
Amy Schrock

Print

BRIDGEPORT COMMONS  
CONDOMINIUM ASSOCIATION

Patricia Gatto  
Patricia Gatto, President

Theodore Krauss  
Ted Krauss, Secretary/Treasurer

STATE OF OHIO )  
 ) SS:  
COUNTY OF Ohio )

BEFORE ME, a Notary Public in and for said State, personally appeared the above named Bridgeport Commons Condominium Association, by Patricia Gatto, its President; and Ted Krauss, its Secretary/Treasurer; who acknowledged that they did sign the foregoing instrument and that the same is their free act and deed.

IN TESTIMONY WHEREOF, I have hereunto set my hand and official seal at Stow, Ohio, this 3<sup>rd</sup> day of December, 2001.



TRACIE L. MCNUTT  
Notary Public - State of Ohio  
My Commission Expires 10-17-05

Tracie L. McNutt  
Notary Public

This Instrument Prepared by:  
Foth, Kelly & Urban Co., L.P.A.  
Attorneys at Law  
11221 Pearl Road  
Strongsville, Ohio 44136  
(440) 846-0000 office  
(440) 846-9770 facsimile



AMENDMENT REGARDING LEASING TO THE DECLARATION OF  
THE BRIDGEPORT COMMONS CONDOMINIUM ASSOCIATION

Section 12, Restrictions as to Use and Occupancy of the Condominium Property is amended by adding the following restriction:

(K) No units shall be leased by a unit owner to others as a regular practice for business, speculative, investment or other similar purpose. To meet special situations and to avoid undue hardship or practical difficulties, the Board of Managers may grant permission to an owner to lease his unit, for a one-time hardship to a specified renter for a period not less than six (6) months nor more than a total of twelve (12) months, provided said lease is made subject to the covenants and restrictions of this Declaration.

All leases for the above-approved hardships shall be in writing. The lease shall provide that the lessee shall abide by the terms of the Declaration, Bylaws, and rules and regulations. In order for a land contract to be considered a sale of a unit rather than a rental contract, it shall be recorded and a recorded copy of the same shall be delivered to the Association. Any land contract not recorded shall be considered an impermissible lease. The Owner shall continue to be responsible for all obligations of ownership of his/her Unit and shall be jointly and severally liable with the lessee to the Association for the conduct of the leases and/or any damage to property. Copies of all exempted leases shall be delivered to the Board thirty (30) days prior to the beginning of the lease term.

All leasing, whether under the aforesaid restriction or not affected by said restriction, must be approved in writing by the Board of Managers. Unit owners seeking permission to lease shall give the Board of Managers the appropriate notice as required under the rules to be established regarding this restriction. Under circumstances where renting is allowed, no unit shall be rented by the unit owner for transient or hotel purposes which shall be defined: (1) rental for any period of less than thirty (30) days; or (2) any rental if the occupants of the units are provided customary hotel service such as room service for food and beverage, maid service, furnishing of laundry and linen, and bellboy service; or (3) rental to roomers or boarders, i.e., rental of one (1) or more person of a portion of a unit only. No lease may be of less than the entire unit. The Board of Managers shall have the right to require the unit owner to deposit with the Association such amount as the Board shall consider appropriate as security to provide funds for repairs and to assure compliance with this Declaration, the Bylaws and Rules. Any conflict between this provision or other provisions of the Declaration and Bylaws shall be interpreted in favor of this restriction on leasing.

EXHIBIT A

9/25/01

EIGHTH AMENDMENT TO DECLARATION OF CONDOMINIUM OWNERSHIP  
FOR  
BRIDGEPORT COMMONS CONDOMINIUM

AFFIDAVIT OF GRANTOR

General  
National City Bank Bldg  
629 Euclid Ave #1020  
Cleveland, Ohio 44114

WHITLATCH & CO., WHICH IS GRANTOR IN THE DECLARATION OF CONDOMINIUM OWNERSHIP FOR BRIDGEPORT COMMONS CONDOMINIUM AS ORIGINALLY FILED AS VOLUME 54136734, PAGES 1 through 45 of SUMMIT COUNTY RECORDS, BEING FIRST DULY SWORN, DEPOSES AND SAYS THAT:

1. All thirty (30) Units in Bridgeport Commons have been transferred by Grantor to Unit Owners.
2. All thirty (30) Unit Owners in Bridgeport Commons Condominium signed a one time Proxy Form at the time of taking title to their Units.
3. All of said Proxy Forms are in the possession of Whitlatch & Co.
4. The language of all said Proxy Forms is as follows:

"The undersigned, the owner(s) of a Unit at BRIDGEPORT COMMONS CONDOMINIUM irrevocably constitute(s) and appoint(s) WHITLATCH & CO. as my (our) true and lawful agent or proxy to sign any and all documents necessary to revise the Schedule of Percentage of Interest to make my (our) Percentage of Interest reflect the base price, site features and plan options of my Unit divided by the total of the base price, site features and plan options of all Units in BRIDGEPORT COMMONS CONDOMINIUM, taken at one point in time upon the completion of all Units.

This shall be done by WHITLATCH & CO. after the transfer of the last Unit in the Condominium. I understand that this is a one time proxy; and state that it may not be used except for the purpose indicated above.

Executed this \_\_\_\_\_ day of \_\_\_\_\_, \_\_\_\_\_.

\_\_\_\_\_  
Buyer

\_\_\_\_\_  
Buyer

Unit # \_\_\_\_\_, Stow, Ohio 44224"

5. WHITLATCH & CO., as true and lawful agent of all thirty (30) Unit Owners in BRIDGEPORT COMMONS CONDOMINIUM, hereby attaches for record the REVISED Schedule of Percentage of Interest for BRIDGEPORT COMMONS CONDOMINIUM.



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Signed in the Presence of:

"GRANTOR"

WHITLATCH & CO.,  
an Ohio corporation

Barbara Lee Callahan  
Print: Barbara Lee Callahan

[Signature]  
William C. Whitlatch, President

Ann M. Kohut  
Print: ANN M. KOHUT

STATE OF OHIO            )  
  ) SS:  
COUNTY OF SUMMIT        )

BEFORE ME, a Notary Public in and for said County and State, personally appeared the above named WHITLATCH & CO., an Ohio Corporation, by and through WILLIAM C. WHITLATCH, its President, personally known to me, who acknowledged that he did sign the foregoing instrument and that the same is his free act and deed, personally and as such officer.

IN WITNESS, I have hereunto set my hand and official seal at Twinsburg, Ohio, this 19<sup>th</sup> day of September, 2001.

Ann M. Kohut  
Notary Public

ANN M. KOHUT  
Notary Public, State of Ohio  
My Commission Expires June 13, 2005  
Recorded in Summit County

THIS DOCUMENT PREPARED BY:  
DONALD L. MARTIN, Attorney-At-Law  
10800 Ravenna Road  
Twinsburg, Ohio 44087  
330-425-3500

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FRANK WILLIAMS, SUMMIT CO AUDITOR

GENERAL TITLE AGENCY, INC.  
Accom #1693

**BRIDGEPORT COMMONS - FINAL PERCENT INTEREST**

<u>Unit #</u>	<u>Address</u>	<u>Base Unit/Plan Options</u>	<u>Percent Interest</u>
1	5195 Bridgeport Lane	Walden Walden Opt. Breakfast Rm. Walden Screen Porch	3.54%
2	5187 Bridgeport Lane	Bradford	3.02%
3	5179 Bridgeport Lane	Alcott	3.25%
4	5173 Bridgeport Lane	Lancaster 2' Bedroom Extension Great Room Extension	3.13%
5	5167 Bridgeport Lane	Bradford 2' Bedroom Extension	3.14%
6	5161 Bridgeport Lane	Walden Walden Garden Bath Approx. 440 add'l sq. ft	3.74%
7	5153 Bridgeport Lane	Alcott Extended Master Bedroom Add'l 10'x16' Den Add'l 10'x16' Screen Porch	3.65%
8	5145 Bridgeport Lane	Lancaster Lancaster Library / Sunroom Screen Porch Addition	3.25%
9	5139 Bridgeport Lane	Walden Walden Screen porch	3.30%
10	5133 Bridgeport Lane	Lancaster Dining Room Bay Window	3.05%
11	5125 Bridgeport Lane	Alcott Optional Basement Alcott 10'x12' Screen Porch Dining Room Bay Window	3.74%
12	5121 Bridgeport Lane	Lancaster	3.01%
13	5136 Bridgeport Lane	Alcott	3.25%
14	5144 Bridgeport Lane	Lancaster 2' Bedroom Extension 8'x16' Sunroom Add'l 2' to side of Great Room	3.29%



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15	5152 Bridgeport Lane	Walden Walden Garden Bath Optional Basement Approx. 450 add'l sq. ft.	4.08%
16	5160 Bridgeport Lane	Alcott	3.18%
17	5166 Bridgeport Lane	Bradford	3.09%
18	1905 Newbury Trail	Walden	3.29%
19	1911 Newbury Trail	Alcott	3.18%
20	1917 Newbury Trail	Lancaster Great Room Extension	3.08%
21	1923 Newbury Trail	Lancaster	3.01%
22	1929 Newbury Trail	Alcott	3.18%
23	1933 Newbury Trail	Bradford Bradford 2' Extension	3.14%
24	5096 Andover Circle	Alcott	3.24%
25	5102 Andover Circle	Walden Optional basement 2' Bedroom Extension Walden Optional Breakfast Rm. Walden Screen Porch Add 2' to Breakfast Room Add 2' to Rear Porch	4.02%
26	5110 Andover Circle	Walden Add Family Room Walden Optional Breakfast Rm. Walden Screen Porch	3.69%
27	5116 Andover Circle	Alcott	3.18%
28	5117 Andover Circle	Lancaster Lancaster Library / Sunroom	3.14%
29	5109 Andover Circle	Alcott Optional Basement 2' Bedroom Extension	3.65%
30	5103 Andover Circle	Walden Walden optional Breakfast Rm. Walden Garden Bath Add Closet in Laundry Delete 18" from Breakfast Rm.	3.48%
<b>TOTALS:</b>			<b>100.00%</b>



ORC  
5311

(Reserve Fund Law) - I don't see in  
except excess  
funds

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CONDO 80.00  
John A Donofrio, Summit Fiscal Officer

AMENDMENTS TO THE  
DECLARATION OF CONDOMINIUM OWNERSHIP  
FOR  
BRIDGEPORT COMMONS CONDOMINIUM

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

DATED: 2-13-06

BY: JOHN A. DONOFRIO  
FISCAL OFFICER

*By O. Taylor Deputy Auditor*



AMENDMENTS TO THE  
DECLARATION OF CONDOMINIUM OWNERSHIP FOR  
BRIDGEPORT COMMONS CONDOMINIUM

WHEREAS, the Declaration of Condominium Ownership for Bridgeport Commons Condominium (the "Declaration") and the Bylaws of Bridgeport Commons Condominium Association (the "Bylaws"), Exhibit "A" to the Declaration, were recorded at Summit County Records Instrument No. 54136734, and

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

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

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

NOW THEREFORE, the Declaration of Condominium Ownership for Bridgeport Commons 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" shall be replaced with the term "Common Elements."
- (2) All references in the Declaration and Bylaws to the term "Limited Common Areas" or "Limited Common Areas and Facilities" shall be replaced with the term "Limited Common Elements."
- (3) All references in the Declaration and Bylaws to the term "Board of Managers" and/or "Board of Trustees" shall be replaced with the term "Board of Directors."
- (4) DELETE DECLARATION ITEM 23, entitled "Receipt of Service of Process," in its entirety. Said deletion is to be made on Pages 16-17 of the Declaration, as recorded at Summit County Records, Instrument No. 54136734.

INSERT a new DECLARATION ITEM 23, entitled "Receipt of Service of Process." Said addition, to be made on Pages 16-17 of the Declaration, as recorded at Summit County Records, Instrument No. 54136734, is as follows:



23. Receipt of 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.

- (5) INSERT a new 2<sup>nd</sup> PARAGRAPH to the end of DECLARATION ITEM 20, entitled "Arbitration of Disputes Between Unit Owners." Said new addition, to be added on Page 15 of the Declaration, as recorded at Summit County Records, Instrument No. 54136734, 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.

- (6) INSERT a new 4<sup>th</sup> PARAGRAPH to the end of DECLARATION ITEM 14, entitled "Assessment Liens; Costs of Enforcement." Said new addition, to be added on Page 11 of the Declaration, as recorded at Summit County Records, Instrument No. 54136734, 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 4<sup>th</sup> PARAGRAPH to the end of DECLARATION ITEM 12(K). Said new addition, to be added on Page 10 of the Declaration, as recorded at Summit County Records, Instrument No. 54136734, and as amended at Summit County Records, Instrument No. 54642407, is as follows:

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



John A Donofrio, Summit Fiscal Officer

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Owner and shall be the subject of a special Assessment against the offending Unit and made a lien against that Unit.

(8) INSERT a new 2<sup>nd</sup> PARAGRAPH to the end of BYLAWS ARTICLE VIII, SECTION 1, entitled "Obligation of Owners to Pay Assessments." Said new addition, to be added on Page 17 of the Bylaws, Exhibit "A" of the Declaration, as recorded at Summit County Records, Instrument No. 54136734, 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:

- (a) First, to interest owed to the Association;
- (b) Second, to administrative late fees owed to the Association;
- (c) Third, to collection costs, attorney's fees, and paralegal fees incurred by the Association; and
- (d) 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 3<sup>rd</sup> PARAGRAPH to the end of BYLAWS ARTICLE VIII, SECTION 10, entitled "Remedies for Failure to Pay Assessments." Said new addition, to be added on Page 19 of the Bylaws, Exhibit "A" of the Declaration, as recorded at Summit County Records, Instrument No. 54136734, is as follows:

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

(10) INSERT a new 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 13 of the Bylaws, Exhibit "A" of the Declaration, as recorded at Summit County Records, Instrument No. 54136734, 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 ITEM 12(L). Said new addition, to be added on Page 10 of the Declaration, as recorded at Summit County Records, Instrument No. 54136734, is as follows:

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

(12) MODIFY BYLAWS ARTICLE II, SECTION 1, entitled "Number and Qualifications" and INSERT a new SENTENCE thereafter. Said modification, to be made on Page 5 of the Bylaws, Exhibit "A" of the Declaration, as recorded at Summit County Records, Instrument No. 54136734, is as follows: (deleted language is crossed out; new language is underlined)

Section 1. Number and Qualifications.

The BOARD shall consist of three (3) persons, all of whom must be Owners, or the spouse of a Unit Owner, and occupants of a Unit. That notwithstanding, no one (1) Unit may be represented by more than one (1) person on the Board at any one (1) time.

(13) INSERT a new 3<sup>rd</sup> SENTENCE to the end of BYLAWS ARTICLE II, SECTION 7, entitled "Regular Meetings." Said new addition, to be added on Page 6 of the Bylaws, Exhibit "A" of the Declaration, as recorded at Summit County Records, Instrument No. 54136734, is as follows:

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

(14) INSERT a new SENTENCE to the end of BYLAWS ARTICLE VIII, SECTION 2, entitled "Preparation of Estimated Budget." Said new addition, to be added on Page 17 of the Bylaws, Exhibit "A" of the Declaration, as recorded at Summit County Records, Instrument No. 54136734, 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.

(15) INSERT a new 2<sup>nd</sup> PARAGRAPH to the end of BYLAWS ARTICLE II, SECTION 5, entitled "Powers and Duties," and INSERT new SUBPARAGRAPHS (a), (b), (c), (d), (e), (f) and (g), thereafter. Said new additions to be added on Page 6 of the Bylaws, Exhibit "A" of the Declaration, as recorded at Summit County Records, Instrument No. 54136734, 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 managing agents, 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) Grant easements, leases, licenses, and concessions through or over the Common Elements;

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

(f) Purchase insurance and fidelity bonds the Board considers appropriate or necessary; and

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



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John A Donofrio, Summit Fiscal Officer

(16) INSERT a new PARAGRAPH (5) to BYLAWS ARTICLE VII, SECTION 4(c), entitled "Porches and Room Additions." Said new addition, to be added on Page 16 of the Bylaws, Exhibit "A" of the Declaration, as recorded at Summit County Records, Instrument No. 54136734 is as follows:

(5) In accordance with Ohio Revised Code Section 5311.04(G), the Board may authorize the use of Limited Common Elements, as distinguished from the Common Elements and Exclusive Use Areas, for the construction of open, unenclosed patios, hedges, decks, fences, or similar improvements provided that the improvements are maintained and insured by the Owner of the Unit to which the Limited Common Element is appurtenant. The construction of an addition to or an expansion of a Unit into Limited Common Elements or Common Elements may not be authorized without the consent of all Unit Owners.

(17) Any conflict between the above provisions and any other provisions of the Declaration and Bylaws shall be interpreted in favor of the above amendments. Upon the recording of these amendments, only 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 Bridgeport Commons Condominium Association has caused the execution of this instrument this 8<sup>th</sup> day of February, 2006.

BRIDGEPORT COMMONS CONDOMINIUM ASSOCIATION

By: Patricia Gatto (Pres.)  
PATRICIA GATTO, its President



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STATE OF OHIO )  
 )  
COUNTY OF SUMMIT ) SS

BEFORE ME, a Notary Public, in and for said County, personally appeared the above named Bridgeport Commons Condominium Association, by Patricia Gatto, its President, who acknowledged that she did sign the foregoing instrument, on Page 7 of 8, and that the same is the free act and deed of said corporation and the free act and deed of her personally and as such officer.

IN WITNESS WHEREOF, I have hereunto set my hand and official seal in Stow, Ohio, this 8<sup>th</sup> day of February, 2006.

*Joanne Falasca*  
NOTARY PUBLIC



JOANNE FALASCA  
Notary Public, State of Ohio  
My Commission Expires Dec. 08, 2011

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



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CONDO 80.00

John A Donofrio, Summit Fiscal Officer

① Sex Offenders  
② Banking

AMENDMENTS TO THE  
DECLARATION OF CONDOMINIUM OWNERSHIP  
FOR  
BRIDGEPORT COMMONS CONDOMINIUM

PLEASE CROSS MARGINAL REFERENCE WITH THE DECLARATION OF CONDOMINIUM OWNERSHIP FOR BRIDGEPORT COMMONS CONDOMINIUM RECORDED AT INSTRUMENT NO. 54136734, OF THE SUMMIT COUNTY RECORDS.

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

DATED: 7/22/09

BY: JOHN A. DONOFRIO  
FISCAL OFFICER

By [Signature]  
Tom Minninger



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any such challenge shall be brought in the court of common pleas within one year of the recording of the amendment.

### AMENDMENT B

MODIFY BYLAWS ARTICLE VIII, Section 8 entitled, "Bank Accounts and Developer's Obligation to Pay Assessments." Said modification, to be made on Page 19 of the Bylaws, Exhibit "A" of the Declaration, as recorded at Summit County Records, Instrument No. 54136734, is as follows (deleted language is crossed-out; new language is underlined):

Section 8. ~~Bank Accounts and Developer's Obligation to Pay Assessments.~~ Monthly assessments shall be deposited with a bank or savings and loan association as determined by the Board, provided that they are FDIC-insured accounts having its principal offices in Northeastern Ohio. ~~The Developer shall pay his proportionate share of the monthly assessments to the ASSOCIATION for each completed Unit which the Developer then owns until such time as the Developer sells such Unit.~~

Any conflict between the above provision and any other provisions of the Declaration and Bylaws shall be interpreted in favor of this amendment authorizing the Board to deposit Association funds in any FDIC-insured account. Upon the recording of this amendment, only Unit Owners of record at the time of such filing shall have standing to contest the validity of this amendment, whether on procedural, substantive or any other grounds, provided further that any such challenge shall be brought in the court of common pleas within one year of the recording of the amendment.



IN WITNESS WHEREOF, the said Bridgeport Commons Condominium Association has caused the execution of this instrument this 15<sup>th</sup> day of July, 2009.

BRIDGEPORT COMMONS CONDOMINIUM ASSOCIATION

By: Patricia Gatto  
PATRICIA GATTO, its President

By: Susan F. Carpenter  
SUSAN CARPENTER, its Secretary

STATE OF OHIO )  
COUNTY OF Summit ) SS

BEFORE ME, a Notary Public, in and for said County, personally appeared the above named Bridgeport Commons Condominium Association, by its President and its Secretary, who acknowledged that they did sign the foregoing instrument, on Page 5 of 5, and that the same is the free act and deed of said corporation and the free act and deed of each of them personally and as such officers.

IN WITNESS WHEREOF, I have hereunto set my hand and official seal in Hudson, Ohio, this 15 day of July, 2009.

CYNTHIA BRUGMANN  
Notary Public - State of Ohio  
My Commission Expires May 24, 2011

Cynthia Brugmann  
NOTARY PUBLIC

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