

AMENDMENTS TO THE
DECLARATION OF CONDOMINIUM OWNERSHIP
FOR
ARROWHEAD BAY VILLAGE CONDOMINIUM

PLEASE CROSS MARGINAL REFERENCE WITH THE DECLARATION OF
CONDOMINIUM OWNERSHIP FOR ARROWHEAD BAY VILLAGE CONDOMINIUM
RECORDED AT OFFICIAL RECORDS VOLUME 1022, PAGE 90 ET SEQ. OF THE
MAHONING COUNTY RECORDS.

AMENDMENTS TO THE
DECLARATION OF CONDOMINIUM OWNERSHIP FOR
ARROWHEAD BAY VILLAGE CONDOMINIUM

RECITALS

- A. The Declaration of Condominium Ownership for Arrowhead Bay Village Condominium (the "Declaration") and the Bylaws of Arrowhead Bay Village Condominium Association, Inc., Exhibit C of the Declaration (the "Bylaws"), were recorded at Mahoning County Records Official Records Volume 1022, Page 90 et seq.
- B. Ohio Revised Code Section 5311.05(E)(1)(c) authorizes the Board of Directors (the "Board"), without a vote of the Unit Owners, to amend the Declaration "to bring the Declaration into compliance with this Chapter."
- C. The Board approved the following matters to be modified (the "Amendments") to bring the Declaration into compliance with Ohio Revised Code Chapter 5311 ("Chapter 5311").
- D. Each of the changes set forth in these Amendments are based on or in accordance with Chapter 5311.
- E. The proceedings necessary to amend the Declaration and Bylaws as permitted by Chapter 5311 and the Declaration have in all respects been complied with.

AMENDMENTS

The Declaration of Condominium Ownership for Arrowhead Bay Village Condominium and the Bylaws of Arrowhead Bay Village Condominium Association, Inc. are amended by the Board of Directors as follows:

- (1) INSERT a NEW PARAGRAPH to the end of DECLARATION ARTICLE XVIII, SECTION E. Said addition to the Declaration, as recorded at the Mahoning County Records, Official Records Volume 1022, Page 90 et seq., as amended at Volume 6335, Page 559 et seq., and as further amended at Volume 6356, Page 76 et seq., is:

The Board will impose the following enforcement procedure:

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

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

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

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

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

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

(2) Hearing Requirements:

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

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

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

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

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

(5) 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 XIII, SECTION E. Said modification to the Declaration, as recorded at Mahoning County Records, Official Records Volume 1022, Page 90 et seq., is: (new language is underlined)

The continuing lien provided for in Section XIII.D above shall take priority over any other lien or encumbrance subsequently arising or created, except liens for real estate taxes and assessments and bona fide first mortgage liens which have been recorded, and may be foreclosed in the same manner as a mortgage on real property.

(3) MODIFY THE 2nd SENTENCE of DECLARATION ARTICLE XIII, SECTION D. Said modification to the Declaration, as recorded at Mahoning County Records, Official Records Volume 1022, Page 90 et seq., is: (deleted language is crossed out; new language is underlined)

This continuing lien shall be effectuated by the issuance of a certificate, subscribed by the President or other ~~authorized officer~~ designated representative of the Association, and by the filing of such certificate with the Recorder of Mahoning County, Ohio.

(4) INSERT a NEW PARAGRAPH to the end of BYLAWS ARTICLE X, SECTION 7. Said addition to the Bylaws, Exhibit C of the Declaration, as recorded at Mahoning County Records, Official Records Volume 1022, Page 90 et seq., is:

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

(a) Information that pertains to Condominium Property-related personnel matters;

(b) Communications with legal counsel or attorney work product pertaining to pending litigation or other Condominium Property-related matters;

(c) Information that pertains to contracts or transactions currently under negotiation, or information that is contained in a

contract or other agreement containing confidentiality requirements and that is subject to those requirements;

(d) Information that relates to the enforcement of the Declaration, Bylaws, or Association Rules against 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 BYLAWS ARTICLE III, SECTION 2, entitled "Number and Qualification." Said modification to the Bylaws, Exhibit C of the Declaration, as recorded at Mahoning County Records, Official Records Volume 1022, Page 90 et seq., is: (deleted language is crossed out; new language is underlined)

Section 2. Number and Qualification. The Board shall consist of three (3) persons. All person elected to serve on the Board must be Unit Owners, or the spouse of an Owner ~~or persons who could be heirs at law of an Owner under Ohio statutes of descent and distribution~~; provided that Directors designated or elected by Declarant need not be Unit Owners and need not fulfill any other qualifications imposed on Directors designated or elected by Unit Owners other than Declarant. Where a Unit Owner is a Declarant, corporation, partnership, fiduciary, or nominee, the designated representative thereof shall be eligible to serve as a member of the Board. 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. If at any time, any one bank, savings and loan association, insurance company or other mortgagee shall hold first mortgages upon more than twenty-five percent (25%) of the Units, such mortgagee may designate its representative who shall serve as a fourth member of the Board as long as such situation exists. such representative of a mortgage need not be an Owner or occupant of a Unit.

(6) INSERT A NEW SENTENCE to the end of BYLAWS ARTICLE III, SECTION 10. Said addition to the Bylaws, Exhibit C of the Declaration, as recorded at Mahoning County Records, Official Records Volume 1022, Page 90 et seq., is:

Those written consents will be filed with the Board meeting minutes.

(7) MODIFY DECLARATION ARTICLE IX, SECTION B. Said modification to the Declaration, as recorded at Mahoning County Records, Official Records Volume 1022, Page 90 et seq., is: (deleted language is crossed out; new language is underlined)

B. Amendment by Board. Declarant (for so long as Declarant exercises control of a majority of the board) or the Board shall have the right to amend this Declaration and/or the Bylaws and/or the Drawings without the formality of approval by the Unit Owners but subject to Section IX.D hereof, so long as the substance of such amendment is (1) to meet the requirements of institutional mortgagees, guarantors and insurers of first mortgage loans, the federal national mortgage association, the federal home loan mortgage corporation, the federal housing administration, the veterans administration, and similar institutions; (2) to meet the requirements of insurance underwriters; (3) to bring the Declaration into compliance with the Ohio Condominium Act (Revised Code Chapter 5311); (4) to correct clerical or typographical errors or obvious factual errors in the Declaration or an exhibit to the Declaration; (5) to designate a successor to the person named to receive service of process for the Association. If the Association is incorporated in Ohio, this may be accomplished by filing with the Secretary of State an appropriate change of statutory agent designation; (6) to delete as void, any provision within the Declaration or Bylaws, or in any applicable restriction or covenant, that prohibits, limits the conveyance, encumbrance, rental, occupancy, or use of property subject to Revised Code Chapter 5311 on the basis of race, color, national origin, sex, religion, or familial status; or (7) 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 ~~correct minor errors of omission or commission or is to comply with the requirements of the Federal National Mortgage Association, the Government National Mortgage Association, the Federal Home Loan Mortgage Corporation, the Department of Housing and Urban Development, the Federal Housing Association, the Veteran's Administration or any other governmental agency or public, quasi-public or private entity which performs (or may in the future perform) functions similar to those concurrently performed by such entities or to bring the Declaration and/or Bylaws and/or Drawings in compliance with the Condominium Act or to correct typographical errors; provided that in any such instance, such Amendment shall not substantially impair or materially alter any of the provisions of the Declaration, the Bylaws or Drawings, as the case may be, or any rights or obligations of any of the Unit Owners, any Mortgagees or the Declarant or in any way reduce the obligation to maintain and repair the Common Areas as required by this Declaration. Each Unit Owner and/or said owner's Mortgagee, by~~

acceptance of a deed conveying the Ownership Interest of a Unit or a mortgage encumbering such ownership Interest and/or Unit, as the case may be, hereby consents to such Amendments and irrevocably appoints the Association and/or the Declarant as attorney-in-fact, which appointment shall be deemed to be coupled with an interest, and authorizes, directs and empowers such attorney-in-fact; to execute, acknowledge and record for and in the name of such Unit Owner and/or his or her Mortgagee such Amendments as are authorized under this Section IX.B. Declarant, the Association and/or each Unit Owner, if requested, shall take such further action and execute such further documents as may be required, desirable or necessary to effect any amendment or modification under this Section IX.B.

(8) MODIFY BYLAWS ARTICLE VIII, SECTION 1(k)(i). Said modification to the Bylaws, Exhibit C of the Declaration, as recorded at Mahoning County Records, Official Records Volume 1022, Page 90 et seq., and as amended at OR Book 6335, Page 559 et seq., is: (deleted language is crossed out; new language is underlined)

(i) 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) MODIFY BYLAWS ARTICLE X, SECTION 4. Said modification to the Bylaws, Exhibit C the Declaration, as recorded at Mahoning County Records, Official Records Volume 1022, Page 90 et seq., is: (deleted language is crossed out; new language is underlined)

The Board may, ~~but shall not be obligated to,~~ establish and maintain for the association a reasonable reserve to pay the cost of repair, maintenance, restoration renovation or replacement of any portion of the Common Elements for use in making capital additions, alterations and 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, provided, however, that the existence of such a reserve shall not relieve the Board from obtaining approval under Article VIII, Section 2 hereof.

(10) INSERT A NEW PARAGRAPH to the end of DECLARATION ARTICEL XV, SECTION A(3). Said addition to the Declaration, as recorded at Mahoning County Records, Official Records Volume 1022, Page 90 et seq., is:

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:

(i) 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.

(ii) 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.

(iii) 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.

(iv) 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.

(v) 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 the filing have standing to contest the validity of this amendment, whether on procedural, substantive, or any other grounds. Any challenge to the validity of this amendment must be brought in the court of common pleas within one year of the recording of this amendment.

The Arrowhead Bay Village Condominium Association, Inc. has caused the execution of this instrument this 7th day of December, 2022.

ARROWHEAD BAY VILLAGE CONDOMINIUM ASSOCIATION, INC.

By:


BRIAN P. SULLIVAN, President

By:


ERIC C. GRIMM, Secretary

STATE OF OHIO)
COUNTY OF Mahoning) SS

BEFORE ME, a Notary Public, in and for said County, personally appeared the above named Arrowhead Bay Village Condominium Association, Inc., by its President and its Secretary, who acknowledged that they did sign the foregoing instrument, on page 9 of 10, 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 8 day of December, 2022.

Lyda S. Jones Exp 3/22/27
NOTARY PUBLIC

Place notary stamp/seal here:

Lyda S. Jones

This instrument prepared by:
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