

Transferred	
In Compliance with sections 319-202 and 322-02 of the Ohio Revised Code.	
FEE \$	
Exempt:	<input checked="" type="checkbox"/>
R.E. TRANSFER:	
\$	
Richard H. Jeffrey Erie County Auditor	
Trans. Fees: \$	
Date: 10-24-17	By: [Signature]

REC-319.203
 [Signature]
 Erie County Auditor/Engineer
 Date 10-24-17
 [Signature] Richard H. Jeffrey

TRANSFER NOT NECESSARY

Barbara A. Sessler
 County Recorder, Erie County OH
 201709624 Total Pages: 11
 10/24/2017 11:02:48 AM Fees: \$104.00

AMENDMENT TO THE
DECLARATION OF CONDOMINIUM OWNERSHIP FOR
MARINA VILLA CONDOMINIUM NO. 1

PLEASE CROSS MARGINAL REFERENCE WITH THE DECLARATION OF
 CONDOMINIUM OWNERSHIP FOR MARINA VILLA CONDOMINIUM NO. 1
 RECORDED AT VOLUME 514, PAGE 477 ET SEQ., FOR THE ERIE COUNTY
 RECORDS.

AMENDMENT TO THE
DECLARATION OF CONDOMINIUM OWNERSHIP FOR MARINA VILLA
CONDOMINIUM NO. 1

WHEREAS, the Declaration of Condominium Ownership for Marina Villa Condominium No. 1 (the "Declaration") was recorded at Erie County Records, Volume 514, Page 477 et seq., and

WHEREAS, the Marina Villa Condominium No. 1 Unit Owners' Association, Inc. (the "Association") is a corporation consisting of all Unit Owners in Marina Villa Condominium No. 1 and as such is the representative of all Unit Owners, and

WHEREAS, Declaration Article XVI authorizes amendments to the Declaration, and

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

WHEREAS, the Association has in its records the signed, written consents to Amendments A and D signed by Unit Owners representing 79.41% of the Association's voting power as of August 10, 2017, and

WHEREAS, the Association has in its records the power of attorney signed by Unit Owners representing 79.41% of the Association's voting power authorizing the Association's officers to execute Amendments A and D on their behalf, and

WHEREAS, the Association has in its records the signed, written consents to Amendments B and C signed by Unit Owners representing 76.47% of the Association's voting power as of August 10, 2017, and

WHEREAS, the Association has in its records the power of attorney signed by Unit Owners representing 76.47% of the Association's voting power authorizing the Association's officers to execute Amendments B and C on their behalf, and

WHEREAS, attached as Exhibit A is an Affidavit of the Association's President stating that copies of the Amendment will be mailed by certified mail to first

mortgages on the records of the Association and all Unit Owners once the Amendment is recorded with the Erie County Recorder's Office, and

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

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

NOW THEREFORE, the Declaration of Condominium Ownership for Marina Villa Condominium No. 1 is amended by the following:

AMENDMENT A

INSERT a new **DECLARATION ARTICLE XI, SECTION M** entitled, "**Occupancy Restriction**". Said new addition, to be added to Page 16 of the Declaration, as recorded at Erie County Records, Volume 514, Page 477 et seq., is as follows:

M. Occupancy Restriction. A person who is classified as a Tier II or Tier III sex offender/child-victim offender, or any future equivalent classification under the law, and for whom the County Sheriff or other government entity must provide community notice of the sex offender's residential address is prohibited from residing in or occupying a Unit and from remaining in or on the Condominium Property for any length of time. The classification of a sex offender/child-victim offender and the determination of whether notice is required is made by a court of law in accordance with the Ohio Sex Offenders Act, or similar statute from another jurisdiction as either may be amended or renamed from time to time. The Association is not liable to any Unit Owner, Occupant, or visitor of any Unit Owner, or of the Association, as a result of the Association's alleged failure, whether negligent, intentional, or otherwise, to enforce any provision of this Occupancy Restriction.

Any conflict between this provision and any other provisions of the Declaration and Bylaws will be interpreted in favor of this restriction on the occupancy of

Units. The invalidity of any part of the above provision does not impair or affect in any manner the validity or enforceability of the remainder of the provision.

Upon the recording of this amendment, only Unit Owners of record at the time of such filing have standing to contest the validity of this amendment, whether on procedural, substantive, or any other grounds, provided further that any such challenge must be brought in the court of common pleas within one year of the recording of this amendment.

AMENDMENT B

INSERT a new DECLARATION ARTICLE IX, SECTION K entitled, "Cost of Enforcement". Said new addition, to be added to Page 13 of the Declaration, as recorded at Erie County Records, Volume 514, Page 477 et seq., is as follows:

K. Cost of Enforcement. The Board may levy reasonable enforcement assessments against any Unit Owner who, either by their conduct or by the conduct of any Occupant or guest of their Unit, violates any provision of the Declaration, Bylaws, or Rules. The Board may also levy reasonable charges for any damage such conduct caused to the Common Elements or any other part of the Condominium Property that the Association is responsible to maintain. Said Unit Owner must pay to the Association, in addition to any other sums due, any enforcement assessments, any charges for damage, and all fees, costs, and expenses the Association incurs, including reasonable attorneys' fees and court costs, in connection with the enforcement of any provision of the Declaration, Bylaws, or Rules, or for repair of damage. Said enforcement assessments, charges for damage, fees, costs, and expenses will be levied as a special assessment against said Unit, and is the personal obligation of said Unit Owner. The Association, in addition to all other remedies available, has the right to place a lien on the estate or interest in the Unit of said Unit Owner as further explained and set forth in Declaration Article IX, Section E.

Any conflict between these provisions and any other provisions of the Declaration and Bylaws will be interpreted in favor of this amendment regarding the cost of enforcement. The invalidity of any part of the above provision does not impair or affect in any manner the validity or enforceability of the remainder of the

provision. Upon the recording of this amendment, only Unit Owners of record at the time of such filing have standing to contest the validity of this amendment, whether on procedural, substantive, or any other grounds, provided further that any such challenge must be brought in the court of common pleas within one year of the recording of this amendment.

AMENDMENT C

INSERT a new DECLARATION ARTICLE XIII, SECTION C(3). Said new addition, to be added to Page 18 of the Declaration, as recorded at Erie County Records, Volume 514, Page 477 et seq., is as follows:

(3) The Association's Property Insurance will include a reasonable deductible as determined by the Board. The Unit Owner is responsible for any repairs or expenses up to the amount of any applicable deductible for loss or damage to their Unit and Limited Common Elements and the Association is responsible for all costs and other expenses pertaining to the Common Elements. If a single loss affects multiple portions of the Condominium Property, for example, one or more Units and the Common Elements, the repair costs and expenses not paid for by the insurance proceeds are to be proportionately allocated in relation to the amount each party's claim bears to the total amount of the claim, with the party incurring the larger share of the loss responsible for the larger share of the deductible. The Association may assess the amount of any deductible expense attributable to any Unit(s) to the Unit Owner(s) of such Unit(s) in accordance with the Article IX.

Any conflict between the above provision and any other provisions of the Declaration and Bylaws will be interpreted in favor of this provision modifying the deductible requirements for the Association's insurance coverage. The invalidity of any part of the above provision does not impair or affect in any manner the validity or enforceability of the remainder of the provision. Upon the recording of this amendment, only Unit Owners of record at the time of such filing have standing to contest the validity of this amendment, whether on procedural, substantive, or any other grounds, provided further that any such challenge must be brought in the court of common pleas within one year of the recording of this amendment.

AMENDMENT D

INSERT a new DECLARATION ARTICLE XVIII, SECTION R entitled, "Service of Notice on Unit Owners". Said new addition, to be added to Page 27 of the Declaration, as recorded at Erie County Records, Volume 514, Page 477 et seq., is as follows:

R. Service of Notice on Unit Owners. All notices required or permitted under the Declaration or Bylaws to any Unit Owner must be hand-delivered, sent by regular U.S. mail, first-class postage prepaid, to such Unit Owner's Unit address or to such other address designated by the Unit Owner in writing to the Board. Any notice required or permitted to be given to any Occupant of a Unit other than a Unit Owner will effectively be given if hand-delivered or sent by regular U.S. mail, first-class postage prepaid, to the Unit address.

Due to the ongoing development of new technologies and corresponding changes in business practices, to the extent permitted by Ohio and federal law, as well as by the Board, now or in the future: (1) any notice required in the Declaration or Bylaws to be sent or received; (2) any signature, vote, consent, or approval required to be obtained; or (3) any payment required to be made, under the Declaration or Bylaws, may be accomplished or required using the most advanced technology available at that time provided such use is a generally accepted business practice. This includes, without limitation, the use of electronic mail or other electronic transmission in lieu of any Association required written notice to Unit Owners, individually or collectively, to or from any Unit Owner who has given the Association written consent to such use of electronic mail or other electronic transmission, and for the Association to properly and effectively receive any Unit Owner's signature, vote, consent, or approval the Association needs or requires, subject to the following:

(1) For voting on the election of Board members, the Association may provide for voting by electronic transmission. However, if the Association cannot guarantee the anonymity

of a Unit Owner's vote, the Association must provide the Unit Owner with the option of casting an anonymous printed ballot, which includes, when necessary, the Unit Owner's percentage of ownership interest.

(2) An electronic mail or other electronic transmission to a Unit Owner is not considered delivered and effective if the Association's transmission to the Unit Owner fails two consecutive times, 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 other electronic transmission is not delivered or effective, the Association will deliver such notice or other communication to the Unit Owner in writing by regular U.S. mail to the Unit Owner's Unit or last known address, by hand delivery to the Unit Owner, or by leaving the notice under or attached to the front door of the Unit Owner's Unit.

(3) Any Unit Owner who has not given the Association written consent to such use of electronic mail or other electronic transmission will receive notices, including any notice of delinquency of any payment due, either by personal delivery to the Unit Owner, by leaving the notice under or attached to the front door of the Unit Owner's Unit, or regular mail to the Unit Owner's Unit or last known address.

Any conflict between this provision and any other provisions of the Declaration and Bylaws will be interpreted in favor of this amendment permitting notices by regular U.S. mail and permitting the Association to use electronic communications to the extent permitted by Ohio and Federal law. The invalidity of any part of the above provision does not impair or affect in any manner the validity or enforceability of the remainder of the provision. Upon the recording of this amendment, only Unit Owners of record at the time of such filing have standing to contest the validity of this amendment, whether on procedural, substantive, or any other grounds, provided further that any such challenge must

be brought in the court of common pleas within one year of the recording of this amendment.

The Marina Villa Condominium No. 1 Unit Owners' Association, Inc. has caused the execution of this instrument this 15th day of October, 2017.

MARINA VILLA CONDOMINIUM NO. 1 UNIT OWNERS' ASSOCIATION, INC.

By: William Bayer
WILLIAM BAYER, its President

By: Marianne K. Shiff
MARIANNE SHIFF, its Secretary

[THIS SPACE LEFT BLANK INTENTIONALLY]

STATE OF OHIO)
)
COUNTY OF Erie) SS

BEFORE ME, a Notary Public, in and for said County, personally appeared the above named Marina Villa Condominium No. 1 Unit Owners' Association, Inc., on page 8 of 11, by its President and its Secretary, who acknowledged that they did sign the foregoing instrument and that the same is the free act and deed of said corporation and the free act and deed of each of them personally and as such officers.

I have set my hand, and official seal in Sandusky Ohio, this 15th day of October, 2017.


NOTARY PUBLIC

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

Place notary stamp/seal here:



JOHN O. BACON
Attorney-at-Law
Notary Public, State of Ohio
My commission has no expiration date.

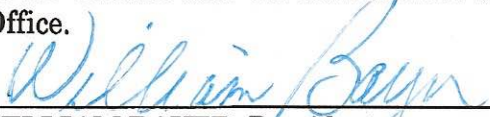
EXHIBIT A

AFFIDAVIT

STATE OF OHIO)
)
COUNTY OF Erie) SS

WILLIAM BAYER, being first duly sworn, states as follows:

1. He is the duly elected and acting President of the Marina Villa Condominium No. 1 Unit Owners' Association, Inc..
2. He will cause copies of the Amendments to the Declaration to be mailed by U.S. mail to all Mortgages having bona fide liens of record against any Unit Ownerships of whose mortgage interests notice had been given to the Association and all Unit Owners once the Amendment is recorded with the Erie County Recorder's Office.



 WILLIAM BAYER, President

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

IN TESTIMONY WHEREOF, I have set my hand and official seal in Sandusky, Ohio, this 15th day of October, 2017.



 NOTARY PUBLIC



EXHIBIT B

CERTIFICATION OF SECRETARY

STATE OF OHIO)
)
COUNTY OF ERIE) SS

MARIANNE SHIFF, the duly elected and acting Secretary of the Marina Villa Condominium No. 1 Unit Owners' Association, Inc., certifies there are no mortgagees as the term is used in Declaration Article XVI, "mortgagees" of record on file with the Association as no holders, insurers or guarantors of a first mortgage on a Unit have given the Association a written request to receive notice of certain actions or amendments.

Marianne K. Shiff
MARIANNE SHIFF, Secretary

BEFORE ME, a Notary Public in and for said County, personally appeared the above named MARIANNE SHIFF who acknowledged that she did sign the foregoing instrument and that the same is her free act and deed.

IN TESTIMONY WHEREOF, I have set my hand and official seal in Sandusky, Ohio, this 15th day of October, 2017.

John O. Bacon
NOTARY PUBLIC



JOHN O. BACON
Attorney-at-Law
Notary Public, State of Ohio
My commission has no expiration date.