

AMENDMENTS TO THE
DECLARATION OF CONDOMINIUM OWNERSHIP
FOR
MARINA TOWER CONDOMINIUM

PLEASE CROSS MARGINAL REFERENCE WITH THE DECLARATION OF
CONDOMINIUM OWNERSHIP FOR MARINA TOWER CONDOMINIUM
RECORDED AT VOLUME 542, PAGE 917 ET SEQ. OF THE ERIE COUNTY
RECORDS.

AMENDMENTS TO THE
DECLARATION OF CONDOMINIUM OWNERSHIP FOR
MARINA TOWER CONDOMINIUM

WHEREAS, the Declaration of Condominium Ownership for Marina Tower Condominium (the "Declaration") and the Bylaws of Marina Tower Condominium Association (the "Bylaws"), attached to and made a part of the Declaration, were recorded at Erie County Records, Volume 542, Page 917 et seq., and

WHEREAS, the Marina Tower Condominium Association (the "Association") is a corporation consisting of all Unit owners in Marina Tower Condominium and as such is the representative of all Unit owners, and

WHEREAS, Declaration Article XVIII, Section 1 authorizes amendments to the Declaration and Bylaws Article X authorizes amendments to the Bylaws, and

WHEREAS, Unit owners representing at least 75% of the Association's current voting power, 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 C signed by Unit owners representing 87% of the Association's voting power as of August 3, 2015, and

WHEREAS, the Association has in its records the power of attorney signed by Unit owners representing 87% of the Association's voting power authorizing the Association's officers to execute Amendments A and C on their behalf, and

WHEREAS, the Association has in its records the signed, written consents to Amendment B signed by Unit owners representing 83% of the Association's voting power as of August 3, 2015, and

WHEREAS, the Association has in its records the power of attorney signed by Unit owners representing 83% of the Association's voting power authorizing the Association's officers to execute Amendment B on their behalf, and

WHEREAS, the Association has in its records the signed, written consents to Amendment D signed by Unit owners representing 100% of the Association's voting power as of August 3, 2015, and

WHEREAS, the Association has in its records the power of attorney signed by Unit owners representing 100% of the Association's voting power authorizing the Association's officers to execute Amendment D on their behalf, and

WHEREAS, the Association has in its records the signed, written consents to Amendment E signed by Unit owners representing 96% of the Association's voting power as of August 3, 2015, and

WHEREAS, the Association has in its records the power of attorney signed by Unit owners representing 96% of the Association's voting power authorizing the Association's officers to execute Amendment E on their behalf, and

WHEREAS, attached as Exhibit A is a certification of the Association's President and Vice President stating that the Amendments were duly adopted in accordance with the Declaration provisions, and

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

NOW THEREFORE, the Declaration of Condominium Ownership for Marina Tower Condominium is amended by the following:

AMENDMENT A

INSERT a new DECLARATION ARTICLE III, SECTION 2(t) entitled, "Occupancy Restriction." Said new addition, to be added on Page 8 of the Declaration, as recorded at Erie County Records, Volume 542, Page 917 et seq., is as follows:

(t) Occupancy Restriction. A person who is classified a Tier III or Tier II sexual offender/child-victim offender, or any future equivalent classification, and for whom the County Sheriff or other government entity must provide community notification of the sex offender's residence is prohibited from residing in or occupying a Unit or remaining in or on the Condominium Property for any length of time. The classification of a sexual offender/child-victim offender and determination of whether notice is required is made by a court of law

pursuant to the Ohio Sex Offenders Act, as may be amended and/or renamed from time to time, or similar statute from another jurisdiction. The Association is not, however, liable to any Unit owner or Occupant, or anyone visiting any Unit owner or the Association, as a result of the Association's alleged failure, whether negligent, intentional, or otherwise, to enforce the provisions of this restriction.

Any conflict between this provision and any other provisions of the Declaration and Bylaws will be interpreted in favor of this restriction on the occupancy of Units. The invalidity of any part of the above provision does not impair or affect in any manner the validity or enforceability of the remainder of the provision.

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

AMENDMENT B

INSERT a new PARAGRAPH to the end of DECLARATION ARTICLE XIX, SECTION 2 entitled, "Actions." Said new addition, to be added on Page 34 of the Bylaws, attached to and made a part of of the Declaration, as recorded at Erie County Records, Volume 542, Page 917 et seq., is as follows:

The Board may levy reasonable enforcement assessments if any Unit owner (either by his or her conduct or by the conduct of any Occupant or guest of his or her Unit) violates any provision of the Declaration, Bylaws, or rules. The Board may also levy reasonable charges for damage to the Common Elements or any part of the Condominium Property for which the Association is responsible to maintain. Said Unit owner 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 in connection with the enforcement of any provision of the Declaration, Bylaws, or rules and/or repair of damage, including reasonable attorneys' fees and/or court costs. Said enforcement assessments, charges for damage, fees, costs, and expenses will be charged as a special individual unit 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 XV, Section 5(c).

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

AMENDMENT C

DELETE PARAGRAPH (f) from DECLARATION ARTICLE XI, Section 1 entitled, "Fire and Extended Coverage Insurance," in its entirety. Said deletion to be taken from Page 17 of the Declaration, as recorded at Erie County Records, Volume 542, Page 917 et seq.

INSERT a new PARAGRAPH (f) to DECLARATION ARTICLE XI, Section 1 entitled, "Fire and Extended Coverage Insurance." Said new addition, to be added on Page 17 of the Declaration, as recorded at Erie County Records, Volume 542, Page 917 et seq., is as follows:

(f) will include a reasonable deductible as the Board will determine. In the absence of any negligence, the deductible will be paid by the party who would be responsible for the loss or repair in the absence of insurance. In the event of multiple parties or combined claims covered by the Association's property insurance policy, the deductible will be 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 attributable to any Unit(s) as provided for in this Article

XI or the repair of any such Unit(s), to the Unit owner(s) of such Unit(s).

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 the amendment, whether on procedural, substantive, or any other grounds, provided further that any such challenge must be brought in the court of common pleas within one year of the recording of the amendment.

AMENDMENT D

DELETE BYLAWS ARTICLE III, SECTION 2 entitled, "Annual Meetings," in its entirety. Said deletion to be taken from Page a of the Bylaws, attached to and made a part of the Declaration, as recorded at Erie County Records, Volume 542, Page 917 et seq.

INSERT a new BYLAWS ARTICLE III, SECTION 2 entitled, "Annual Meeting." Said new addition, to be added on Page a of the Bylaws, attached to and made a part of the Declaration, as recorded at Erie County Records, Volume 542, Page 917 et seq., is as follows:

Section 2. Annual Meeting. The Association's annual meeting will be held at such time, at such place, and on such date during the second calendar quarter of each fiscal year as the Board determines and is stated in the meeting notice, for the election of Directors, the consideration of reports to be laid before the meeting, and the transaction of such other business as is set forth in the meeting notice.

Any conflict between the above provision and any other provisions of the Declaration and Bylaws will be interpreted in favor of the amendment changing the time for holding the annual meeting. The invalidity of any part of the above provision does not impair or affect in any manner the validity or enforceability of

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

AMENDMENT E

INSERT a new BYLAWS ARTICLE IV, SECTION 14 entitled, "Indemnification of Board Members, Officers, and Committee Members." Said new addition, to be added on Page e of the Bylaws, attached to and made a part of the Declaration, as recorded at Erie County Records, Volume 542, Page 917 et seq., is as follows:

Section 14. Indemnification of Board Members, Officers, and Committee Members. The Association must indemnify and defend (as provided below): (1) any current or former Director, (2) any current or former Association officer, (3) any current or former Association committee member, or (4) any of said Director's, officer's, or committee member's respective heirs, executors, and administrators; against reasonable expenses, including attorneys' fees, judgments, decrees, fines, penalties, or amounts paid in settlement, actually and necessarily incurred by him/her in connection with the defense of any pending or threatened action, suit, or proceeding, criminal or civil, derivative or third party, to which they are or may be made a party by reason of being or having been such Director, officer, or committee member provided it is determined, in the manner set forth below, that (i) such Director, officer, or committee member was not and is not adjudicated to have been grossly negligent or guilty of misconduct in the performance of his/her duty to the Association; (ii) such Director, officer, or committee member acted in good faith in what they reasonably believed to be in, or not opposed to, the Association's best interest; (iii) in any criminal action, suit, or proceeding, such Director, officer, or committee member had no reasonable cause to believe that his/her conduct was unlawful and is not convicted of theft or other theft related crime including but not limited to larceny, forgery, false pretenses, fraud, embezzlement, conversion, or any conspiracy

related to any such theft related crime; and (iv) in case of settlement, the amount paid in the settlement was reasonable.

The above determination required will be made by written opinion of independent legal counsel the Board chooses. Notwithstanding the opinion of legal counsel, to the extent that a Director, officer, or committee member is successful in defense of any action, suit, or proceeding, or in the defense of any claim, issue, or matter, as the Board so verifies, they will, in that event, be indemnified and reimbursed for any costs and expenses, including legal fees, incurred in such defense. Any defense the Association provides will be by legal counsel the Association's insurance carrier selects or, if not selected by the Association's insurance carrier, a majority of the Directors excluding the accused or threatened Director(s). If a majority of the Directors cannot agree on legal counsel or if all the Directors are accused or threatened in any such action, the Board will appoint a special committee of three Unit owners to select legal counsel to defend the Directors.

(a) Advance of Expenses. The Association may advance funds to cover expenses, including attorneys' fees, with respect to any pending or threatened action, suit, or proceeding prior to the final disposition upon receipt of a request to repay such amounts.

(b) Indemnification Not Exclusive; Insurance. The indemnification provided for in this Section is not exclusive, but is in addition to any other rights to which any person may be entitled under the Articles of Incorporation, the Declaration, these Bylaws, or rules and regulations of the Association, any agreement, any insurance provided by the Association, the provisions of Ohio Revised Code Section 1702.12(E) and its successor statutes, or otherwise. The Association must purchase and maintain insurance on behalf of any person who is or was a Director, officer, or committee member against any liability asserted against him/her or incurred by him/her in such capacity or arising out of his/her status as a Director, officer, or committee member.

(c) Directors, Officers, and Committee Members Liability. The Association's Directors, officers, and committee members are not personally liable to the Unit owners for any mistake of judgment, negligence, or otherwise, except for their own willful misconduct or bad faith. The Association's and Unit owners' indemnification includes, but is not limited to, all contractual liabilities to third parties arising out of contracts made on the Association's behalf, except with respect to any such contracts made in bad faith or contrary to the provisions of the Declaration or these Bylaws. Every contract or agreement approved by the Board and made by any Director, officer, or committee member is made only in such Director's, officer's, or committee member's capacity as a representative of the Association and has no personal liability under such contract or agreement (except as a Unit owner).

(d) Cost of Indemnification. Any sum paid or advanced by the Association under this Section constitutes a Common Expense. The Board has the power and the responsibility to raise, by special Assessment or otherwise, any sums required to discharge the Association's obligations under this Section; provided, however, that the liability of any Unit owner arising out of the contract made by any Director, officer, or committee member or out of the aforesaid indemnity in favor of such Director, officer, or committee member is limited to such proportion of the total liability as said Unit owner's pro rata share bears to the total percentage interest of all the Unit owners as members of the Association.

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

The Marina Tower Condominium Association has caused the execution of this instrument this 5th day of February, 2016.

MARINA TOWER CONDOMINIUM ASSOCIATION

By:


GREG MCKEE, its President

By:


CAROLYN YENSEN, its Vice President

STATE OF OHIO)

) SS

COUNTY OF Lorain)

BEFORE ME, a Notary Public, in and for said County, personally appeared the above named Marina Tower Condominium Association, by its President and its Vice President, 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 Avon, Ohio, this 5th day of February, 2016.


NOTARY PUBLIC

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

Place notary stamp/seal here:



