

AMENDMENTS TO THE
DECLARATION OF CONDOMINIUM OWNERSHIP
FOR
ISLAND VILLAS CONDOMINIUM

**PLEASE CROSS MARGINAL REFERENCE WITH THE DECLARATION OF
CONDOMINIUM OWNERSHIP FOR ISLAND VILLAS CONDOMINIUM
RECORDED AT VOLUME 552, PAGE 829 ET SEQ. OF THE ERIE COUNTY
RECORDS.**

AMENDMENTS TO THE
DECLARATION OF CONDOMINIUM OWNERSHIP FOR
ISLAND VILLAS CONDOMINIUM

WHEREAS, the Declaration of Condominium Ownership for Island Villas Condominium (the “Declaration”), was recorded at Erie County Records, Volume 552, Page 829 et seq., and

WHEREAS, the Island Villas Condominium Association (the “Association”) is a corporation consisting of all Unit owners in Island Villas Condominium and as such is the representative of all Unit owners, and

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

WHEREAS, Unit owners representing at least 76.19% 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 B signed by Unit owners representing 76.19% of the Association’s voting power as of September 13, 2017, and

WHEREAS, the Association has in its records the power of attorney signed by Unit owners representing 76.19% of the Association’s voting power authorizing the Association’s officers to execute Amendments A and B on their behalf, and

WHEREAS, attached as Exhibit A is a certification from the Association’s President and Secretary stating the Amendments were duly adopted in accordance with the Declaration, 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 Island Villas Condominium is amended by the following:

AMENDMENT A

- (1) All references in the Declaration and Bylaws to wooden staircases, steps, or handrails will be replaced with powdered coated metal staircases, steps, and handrails.
- (2) All references in Declaration and Bylaws to wooden decks will be replaced with decks constructed of GAF Correct Dock Boards pebble in color.
- (3) **MODIFY DECLARATION ARTICLE IV, entitled, “IMPROVEMENT DESCRIPTIONS”.** Said modification, to be made on Page 7 of the Bylaws, attached to and made a part of the Declaration, as recorded at Erie County Records, Volume 552, Page 829 et seq., is as follows (deleted language is crossed-out; new language is underlined):

Section 1. Residential Building. The Condominium contains a two story residential building built of wood frame construction on a concrete slab foundation, and has a hip accent roof and ~~fiberglass shingles~~ GAF Camelot 30/50 shingles with Weather Watch. The exterior is finished with ~~pre-stained cedar siding with white wood trim~~ a vintage wicker revolution composite siding and a white Versatex trim similar to existing adjacent buildings. The street side of the building has a common concrete sidewalk at the first floor level. At the rear or water side of each dwelling unit is a private balcony, deck, or patio. An individual air conditioning unit serving each dwelling unit is located on the ground adjacent to the building.

There are fifteen dwelling units on the ground level and six dwelling units on the second floor, or a total of 21 dwelling units. Each dwelling unit has a contiguous patio, deck, or balcony, and each ground floor unit has a small, exterior enclosed storage closet. Each dwelling unit has its own air conditioning unit, and each is separately metered for gas and electricity. Water is metered to the Condominium Association. Fire rated walls, consisting of double fire-coded drywall on each side separated by insulation and air space, vertically separate dwelling units.

The principal materials of which the building is constructed are wood, glass, aluminum, concrete, masonry block, cedar composite siding, fiberglass asphalt shingle, pvc trim boards, metal stairways, and drywall. The building is located as shown on the Drawings.

Section 2. Other. The Condominium also contains ~~four~~ five detached and one attached one-story garage buildings of wood stud construction with GAF 045 TPO flat roof membrane, concrete floors, compatible in style and construction with the residential building and other garage buildings in The Harbour; walkways; an asphalt roadway and outdoor parking spaces; green and landscaped areas; and common area exterior lighting adjacent to the residential building, on the garages, and in the parking lot.

Other improvements a part of the Condominium are twelve floating docks anchored to a bulkhead wall along the inland and canal of the project. The floating docks, together provide a total of twenty-four boat docking spaces, each of which ~~will accommodate a boat of typical profile up to thirty-five in length~~ are 40 feet in length and are constructed of GAF Correct dock boards pebble in color.

(4) MODIFY DECLARATION ARTICLE VI, SECTION 2(c) entitled, "Garage Spaces". Said modification, to be made on Page 12 of the Bylaws, attached to and made a part of the Declaration, as recorded at Erie County Records, Volume 552, Page 829 et seq., is as follows (deleted language is crossed-out; new language is underlined):

(c) Garage Spaces. There are five detached one-story garage buildings, and a one-story garage building attached to the east side of the residential building. ~~Two~~ One detached garage building contains three parking spaces each, one detached garage building contains four parking spaces, three detached garage buildings contain two parking spaces each, and the garage building attached to the east side of the residential building contains one parking space. These parking spaces, the "Garage Spaces", are Limited

Common Areas and are designated on the Drawings by the prefix "G.S." and by a suffix of the numbers 1 through 14, inclusive. An illustration of a designation of a Garage Space is "G.S. 6". The garage space designated as G.S. 14 is for the exclusive use of the Association for storing regime property.

(5) INSERT TWO NEW SENTENCES to the END of DECLARATION ARTICLE VI, SECTION 2(a)(v) entitled, "Type E." Said sentences, to be inserted on Page 11 of the Declaration, as recorded at Erie County Records, Volume 552, Page 829 et seq., is as follows:

Two Units have a gable roof above the deck attached to the existing building structure, which are the sole responsibility of the Unit Owner to maintain, repair, and replace as needed. These Units are known as 406 and 408 on Exhibit C.

(6) MODIFY THE DRAWINGS ATTACHED TO THE DECLARATION AS EXHIBIT C, originally filed in Erie County Records, Volume 552, Page 870, and amended from time to time, to the extent detailed on the attached Exhibit 1, which is made part of this Amendment, to amend the Unit Drawings.

Any conflict between the above provision and any other provisions of the Declaration and Bylaws will be interpreted in favor of this amendment establishing the amended Unit Drawings and improvement descriptions. No action to challenge the validity of this amendment, whether on procedural, substantive or any other grounds, after the adoption of this amendment by the Association may be brought within the court of common pleas more than one year after the instrument evidencing the same is recorded.

AMENDMENT B

INSERT a new DECLARATION ARTICLE IV, SECTION 3, entitled, "Responsibility for Exterior Improvements". Said new addition, to be added on Page 8 of the Declaration, as recorded at Erie County Records, Volume 552, Page 829 et seq., is as follows:

Section 3. Responsibility for Exterior Improvements.

Notwithstanding anything to the contrary in the Declaration, the individual Unit owner's responsibilities for any exterior construction, addition, expansion, alteration, or other improvement of, made to, or installed on any dock or Limited Common Element (or any prior owner of the Unit owner's Unit)(any which is referred to in this Section as an "Improvement") are as follows:

(1) The Unit owner is responsible to maintain, repair, and replace any Improvement. The Unit owner is also responsible for any damage to the Common Elements or Limited Common Elements arising from the installation, construction, use, repair, replacement, and/or removal of any part of any Improvement.

(2) If any part of the Improvement needs, in whole or in part, to be temporarily removed to enable the Association to complete maintenance, repair, and/or replacement of the Condominium Property for which it is responsible, the Unit owner will temporarily remove the required portion of the Improvement as the Association requires, at the Unit owner's expense, within 30 days of the date of the Association's written notice, except in the case of an emergency when either the Association or the Unit owner will immediately remove the Improvement, at Unit owner's expense, as circumstances dictate. The temporary removal will continue until the Association notifies the Unit owner that the maintenance, repair, and/or replacement work is complete. Upon the receipt of the notice of completion of work, the Unit owner may re-install the Improvement in its original location provided such re-installation fully complies with all terms and conditions of any warranty or guaranty held by the Association on or concerning the Common Elements or any component thereof.

(3) The Unit owner agrees to indemnify, hold harmless, and defend the Association, its Board, managing agent, and other unit owners, against all liabilities, claims, or damages for property damage and/or bodily injury as well as against all claims, actions, and liabilities that may arise out of or relate to the installation,

construction, use, maintenance, repair, and/or replacement of the Improvement.

(4) In the event of any uncertainty or good faith dispute as to whether any part of a dock or Limited Common Element is an Improvement, the Unit owner is responsible for; the decision of the Board will be final, provided that such decision must be consistently followed in the future.

(5) An easement to use, maintain, repair, and replace, in accordance with this Section 3, any Improvement existing as of the date of this Amendment is granted over the portion of the Condominium Property on which such Improvement is located as well as the portion of the Condominium Property reasonably necessary to access the Improvement. Upon receipt of the Board's written approval to construct and/or install an Improvement after the date of this Amendment, an easement is created and granted to the Unit owner to use, maintain, repair, and replace, in accordance with this Section 3, the Improvement over the portion of the Condominium Property on which such Improvement is located as well as the portion of the Condominium Property reasonably necessary to access the Improvement.

Any conflict between the above provisions and any other provisions of the Declaration and Bylaws will be interpreted in favor of the above terms, conditions, restrictions, and requirements for construction, additions, expansions, alterations, or other improvements of, made to, or installed on any dock or Limited Common Element, including the grant of easement for such Improvement(s). 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 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 this amendment.

The Island Villas Condominium Association has caused the execution of this instrument this 13th day of October, 2017.

ISLAND VILLAS CONDOMINIUM ASSOCIATION

By: [Signature]
MARK A. DENNISON, its President

By: [Signature]
ANDREW R. FIFFICK, its Secretary

STATE OF OHIO)
COUNTY OF Cuyahoga) SS

BEFORE ME, a Notary Public, in and for said County, personally appeared the above named Island Villas Condominium Association, 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 North Royalton, Ohio, this 13th day of October, 2017.

[Signature]
NOTARY PUBLIC

This instrument prepared by:
KAMAN & CUSIMANO, LLC,
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(216) 696-0650
ohiocondolaw.com

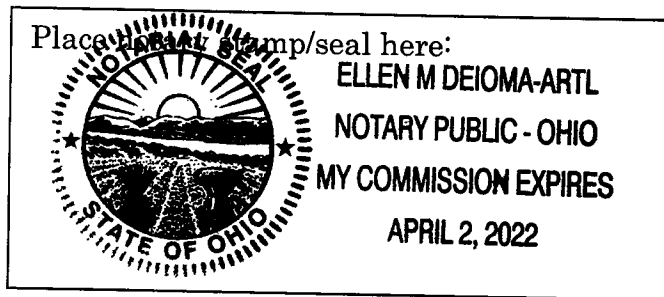
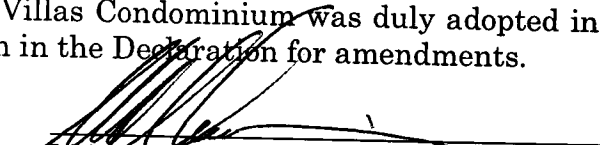
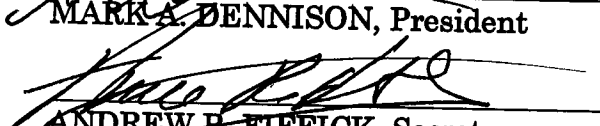


EXHIBIT A

CERTIFICATION OF PRESIDENT AND SECRETARY

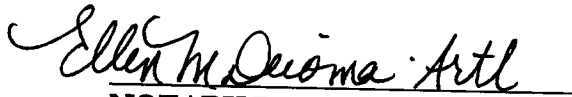
STATE OF OHIO)
COUNTY OF Cuyahoga) SS

MARK A. DENNISON and ANDREW R. FIFFICK, being the duly elected and acting President and Secretary of the Island Villas Condominium Association, certify that the Amendments to the Declaration of Condominium Ownership for Island Villas Condominium was duly adopted in accordance with the provisions set forth in the Declaration for amendments.


MARK A. DENNISON, President

ANDREW R. FIFFICK, Secretary

BEFORE ME, a Notary Public in and for said County, personally appeared the above named MARK A. DENNISON and ANDREW R. FIFFICK who acknowledged that they did sign the foregoing instrument and that the same is their free act and deed.

IN TESTIMONY WHEREOF, I have set my hand and official seal in North Royalton, Ohio, this 13th day of October, 2017.


NOTARY PUBLIC

