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March 7, 2019

RECEIVED MAR 11 2019

Carlton House Condominium - Akron
c/o Rachel Patterson, Community Association Manager
1375 South Main Street, Suite 201
North Canton, Ohio 44720

Re: Occupancy Restriction, Cost of Collection/
Enforcement, Use of New Technology,
Indemnification, Annual Meeting, and Budget
Preparation Amendments

Dear Ms. Patterson:

Enclosed, please find the *original*, fully executed and recorded Amendments to the Declaration of Condominium Ownership for Carlton House Condominium. The Amendments were filed with the Summit County Fiscal Office on February 5, 2019, at Instrument No. 56443702. The Amendments became binding and effective on the date they were filed. Please keep the original Amendments in the Association's *permanent* file.

The Board must notify every unit owner that the Amendments have passed and been filed for record with the County. The Board's notice should, at a minimum, indicate the date the Amendments were recorded and the County's Instrument number. The Board may send the notice by regular U.S. mail, hand delivery, or, for those owners who have opted into electronic communications, any owner who has provided the Association with an email address.

I recommend, however, that the Board include a copy of the recorded Amendments themselves, especially when being sent by email, so that owners are more likely to pass the Amendments on to future buyers. Alternatively, the Board may indicate how owners can obtain a copy of the recorded Amendments, such as by requesting a copy from the Association, or by obtaining a copy directly from the County Fiscal Office.

Please also advise owners that:

- (1) Sexual offenders for whom the County Sheriff must provide notice are prohibited from living or residing within the property. Pursuant to Ohio Revised Code Section 2950.11, the sheriff must notify either the individual owners or the Association of a Tier III sexual offender. If the Management Company or Association receives such notice, the Association will photocopy and distribute it to all Association's residents. This allows residents to take individual precautions they deem appropriate until the Association can initiate legal action to have the sexual offender removed from the property.
- (2) the Association may now assess all costs incurred to collect a delinquent account or to enforce rules back to the delinquent/violating unit owner.
- (3) any owner who provides the Board with the appropriate written notice may now receive any required notice, may accomplish any signature, vote, consent or approval, and may make a payment through electronic mail, electronic transmission, or any other technology so available in the future. To encourage owners to register for electronic notices, I recommend that you include a notice form that an owner may complete and return to the Association.
- (4) all past, present and future Board members are now indemnified and cannot be held personally liable for any reasonable decision made in good faith on behalf of the Association.
- (5) in 2019, the Annual Meeting will now be held sometime during the month of August.
- (6) Owners will now be notified of the estimated budget in the month of July with annual payments to begin on August 1st each year.

Now that the Amendments have been recorded and delivered to the Association, our work on this matter is complete and I have closed our file accordingly. It has been my pleasure to work together with the Association on this matter.

Should you or any of the Board members wish to further discuss this matter, please do not hesitate to telephone me.

Sincerely yours,



JANICE E. SCOTTON

JES:sh

Enclosure

cc: All Board Members (via electronic mail only)

AMENDMENTS TO THE
DECLARATION OF CONDOMINIUM OWNERSHIP
FOR
CARLTON HOUSE CONDOMINIUM

PLEASE CROSS MARGINAL REFERENCE WITH THE DECLARATION OF CONDOMINIUM OWNERSHIP FOR CARLTON HOUSE CONDOMINIUM RECORDED AT VOLUME 5297, PAGE 253 ET SEQ. OF THE SUMMIT COUNTY RECORDS.

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

DATED: 2/5/19

BY: B. Coble
FISCAL OFFICER

DOC # 56443702



AMENDMENTS TO THE
DECLARATION OF CONDOMINIUM OWNERSHIP FOR
CARLTON HOUSE CONDOMINIUM

RECITALS

A. The Declaration of Condominium Ownership for Carlton House Condominium (the "Declaration") and the Bylaws of Carlton House Condominium Owners' Association, Inc. (the "Bylaws"), Exhibit B the Declaration, were recorded at Summit County Records, Volume 5297, Page 253 et seq.

B. The Carlton House Condominium Owners' Association, Inc. (the "Association") is a corporation consisting of all Owners in Carlton House Condominium - Akron and as such is the representative of all Owners.

C. Declaration Article 9, as amended, authorizes amendments to the Declaration and Bylaws.

D. Owners representing at least 75 percent 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").

E. As of January 2, 2019, Owners representing 84.3793 percent of the Association's voting power have signed and delivered to the Association written consents, along with powers of attorney, in favor of Amendment A and authorizing the Association's officers to execute Amendment A on their behalf.

F. As of January 2, 2019, Owners representing 83.1467 percent of the Association's voting power have signed and delivered to the Association written consents, along with powers of attorney, in favor of Amendments B and C and authorizing the Association's officers to execute Amendments B and C on their behalf.

G. As of January 2, 2019, Owners representing 77.723 percent of the Association's voting power have signed and delivered to the Association written consents, along with powers of attorney, in favor of Amendment D and authorizing the Association's officers to execute Amendment D on their behalf.



H. As of January 2, 2019, Owners representing 82.5863 percent of the Association's voting power have signed and delivered to the Association written consents, along with powers of attorney, in favor of Amendment E and authorizing the Association's officers to execute Amendment E on their behalf.

I. As of January 2, 2019, Owners representing 82.564 percent of the Association's voting power have signed and delivered to the Association written consents, along with powers of attorney, in favor of Amendment F and authorizing the Association's officers to execute Amendment F on their behalf.

J. Attached as Exhibit A is an Affidavit of the Association's President stating that copies of the Amendments will be mailed by certified mail to all mortgagees on the records of the Association and all Owners once the Amendments are recorded with the Summit County Fiscal Office.

K. 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 Amendments.

L. The Association has complied with the proceedings necessary to amend the Declaration and Bylaws, as required by Chapter 5311 of the Ohio Revised Code and the Declaration and Bylaws, in all material respects.

AMENDMENTS

The Declaration of Condominium Ownership for Carlton House Condominium is amended by the following:

AMENDMENT A

INSERT a new DECLARATION ARTICLE 3, SECTION B(13) entitled, "Occupancy Restriction." Said new addition, to be added to Page 5 of the Declaration, as recorded at Summit County Records, Volume 5297, Page 253 et seq., is as follows:

(13) 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 Family 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 Owner, occupant, or visitor of any 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 Family 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 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 14, SECTION J entitled, "Cost of Collection." Said new addition, to be added to Page 17 of the Declaration, as recorded at Summit County Records, Volume 5297, Page 253 et seq., is as follows:

J. Cost of Collection. An Owner who fails to pay any assessment(s) within 10 days after same have become due and payable, is liable for any late charges as established by the Board and for any and all costs and expenses the Association incurs, including reasonable attorneys' fees, recording costs, title reports, and court costs, in connection with the collection of said assessment(s) and any other charges or monies the Owner owes to the Association. An Owner is further liable for all costs and expenses the Association incurs in any



action in which the Association is named as a party by any mortgagee or other creditor of the Owner.

INSERT a new DECLARATION ARTICLE 14, SECTION K entitled, "Cost of Enforcement." Said new addition, to be added to Page 17 of the Declaration, as recorded at Summit County Records, Volume 5297, Page 253 et seq., is as follows:

K. Cost of Enforcement. The Board may levy reasonable enforcement assessments against any Owner who, whether by their own conduct, action or inaction or the conduct, action or inaction of any occupant or guest of their Family Unit, violates any provision of the Declaration, Bylaws, or rules. The Board may also assess reasonable charges for any damage and for repair of the damage to the Common Elements or any other part of the Condominium Property that the Association is responsible to maintain that is caused by the conduct, action, or inaction of the Owner, occupant, or guest of an Owner. The Owner must pay to the Association, in addition to any other sums due, any enforcement assessments levied, 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. The enforcement assessments, charges for damage, fees, costs, and expenses will be levied as a special assessment against the Family Unit, and is the personal obligation of the Owner. The Association, in addition to all other remedies available, has the right to place a lien on the estate or interest in the Family Unit of the Owner as further explained and set forth in Declaration Article 14, Section D.

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 collection and 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 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 21 entitled, "Notices." Said new addition, to be added to Page 30 of the Declaration, as recorded at Summit County Records, Volume 5297, Page 253 et seq., is as follows:

21. Notices.

A. All notices required or permitted under the Declaration or Bylaws, to the Association or the Board, must be made in writing and sent by regular U.S. mail, first-class postage prepaid, to the Board of Directors or the Association at the address of the Condominium Property or to such other address as the Board of Directors may designate by a notice in writing to all Owners.

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

C. In addition to the methods described in Paragraphs A and B above, 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 Owners, individually or collectively, to or from any 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



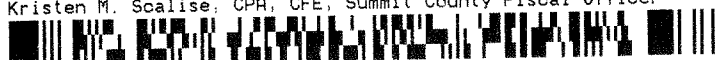
receive any Owner's signature, vote, consent, or approval the Association needs or requires, subject to the following:

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

(2) An electronic mail or other electronic transmission to an Owner is not considered delivered and effective if the Association's transmission to the Owner fails two consecutive times, e.g. the Association receives an "undeliverable" or similar message, or the inability to deliver the transmission to the 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 Owner in writing by regular U.S. mail to the Owner's Family Unit or last known address, by hand delivery to the Owner, or by leaving the notice under or attached to the front door of the Owner's Family Unit.

(3) Any Owner who has not given the Association written consent to such use of electronic mail or other electronic transmission will receive notices, as provided in the first paragraph of this Article 21.

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. or electronic 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 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

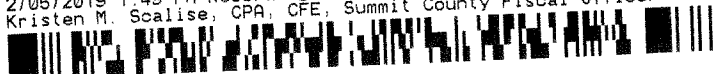
INSERT a new BYLAWS ARTICLE VII entitled, “ INDEMNIFICATION OF BOARD MEMBERS, OFFICERS, AND COMMITTEE MEMBERS.” Said new addition, to be added to Page 19 of the Bylaws, Exhibit B of the Declaration, as recorded at Summit County Records, Volume 5297, Page 253 et seq., is as follows:

ARTICLE VII

INDEMNIFICATION OF BOARD MEMBERS, OFFICERS AND COMMITTEE MEMBERS

Section 1. The Association must indemnify and defend (as provided below): (a) any current or former Director, (b) any current or former Association officer, (c) any current or former Association committee member, or (d) 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 them 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 their duty(ies) 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 their 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.

Section 2. The above determination required will be made by written opinion of independent legal counsel whom the Board will



choose. Notwithstanding the opinion of independent 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 must, 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 3 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 them or incurred by them in such capacity or arising out of their 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 Owners for any mistake of judgment, negligence, or otherwise, except for their own willful misconduct or bad faith. The Association's and



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 an 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 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 Owner's pro rata share bears to the total percentage interest of all the Owners as Association members.

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 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 E

DELETE BYLAWS ARTICLE I, SECTION 5(A) ENTITLED, "ANNUAL MEETING," in its entirety. Said deletion to be taken from Page 3 of the Bylaws, Exhibit B of the Declaration, as recorded at Summit County Records, Volume 5297, Page 253 et seq., and as amended at Volume 7564, Page 159 et seq.

INSERT a new BYLAWS ARTICLE I, SECTION 5(A) ENTITLED, "ANNUAL MEETING." Said new addition, to be added to Page 3 of the Bylaws, Exhibit B of the Declaration, as recorded at Summit County Records, Volume 5297, Page 253 et seq., is as follows:

For the election of Directors, the presentation of reports, and the transaction of such other business as is set forth in the meeting notice, the Association's annual meeting will be held at such time, at such place, and on such date during the month of August each calendar year as the Board determines and as stated 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 this amendment changing the date 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 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 F

MODIFY BYLAWS ARTICLE V, SECTION 2 entitled, "Preparation of Estimated Budget." Said modification, to be made on Page 13 of the Bylaws, Exhibit B of the Declaration, as recorded at Summit County Records, Volume 5297, Page 253 et seq., is as follows (deleted language is crossed-out; new language is underlined):

Section 2. Preparation of Estimated Budget. Each year on or before ~~December~~ July 1st, the Association ~~sh~~will 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, and shall be on or before ~~December~~ July 15th notify each owner in writing as to the amount of such estimate, with reasonable itemization thereof. Said "estimated cash requirement" shall be assessed to the owners according to each owner's percentage of ownership in the Common Elements as set forth in the Declaration. On or before ~~January~~ August 1st of the ensuing year, and the 1st of each and every month of said year, each owner shall be obligated to pay to the Association or as it may direct one-twelfth (1/12th) of the assessment made pursuant to this paragraph.

Any conflict between the above provision and any other provisions of the Declaration and Bylaws will be interpreted in favor of this amendment changing the date budget preparation and notification. 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 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 Carlton House Condominium Owners' Association, Inc. has caused the execution of this instrument this 24 day of JANUARY, 2019.

CARLTON HOUSE CONDOMINIUM OWNERS' ASSOCIATION, INC.

By: J. C. Dagilis
JOHN DAGILIS, President

By: Marilyn J. Taylor
MARILYN J. TAYLOR, Secretary



STATE OF OHIO)
)
COUNTY OF Summit) SS

BEFORE ME, a Notary Public, in and for said County, personally appeared the above named Carlton House Condominium Owners' Association, Inc., by its President and its Secretary, who acknowledged that they did sign the foregoing instrument, on Page 12 of 15, 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 this 24 day of January, 2019.


NOTARY PUBLIC

Place notary stamp/seal here:



Jason C. Saal
Notary Public, State of Ohio
My Commission Expires
April 29, 2023


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




EXHIBIT A

AFFIDAVIT

STATE OF OHIO)
)
COUNTY OF Summit) SS

JOHN DAGILIS, being first duly sworn, states as follows:

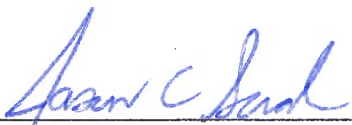
1. He is the duly elected and acting President of the Carlton House Condominium Owners' Association, Inc.
2. He will cause copies of the Amendments to the Declaration to be mailed by certified mail to all mortgagees having bona fide liens of record against any Unit Ownerships of whose mortgage interests notice had been given to the Association once the Amendment is recorded with the Summit County Fiscal Office.



JOHN DAGILIS, President

BEFORE ME, a Notary Public, in and for said County, personally appeared the above named JOHN DAGILIS 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 this 24 day of January, 2019.



NOTARY PUBLIC

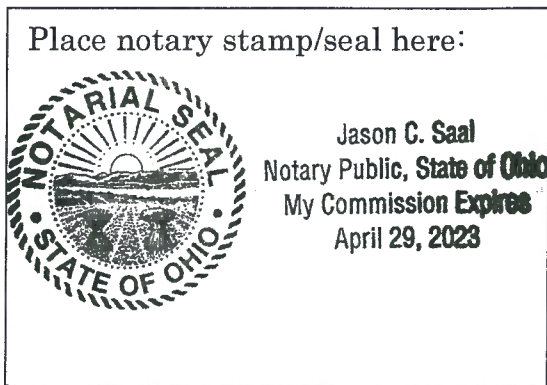


EXHIBIT B

CERTIFICATION OF SECRETARY

STATE OF OHIO)
)
COUNTY OF Summit) SS

MARILYN J. TAYLOR, the duly elected and acting Secretary of the Carlton House Condominium Owners' Association, Inc., certifies there are no, as the term is used in Declaration Article 9, "mortgagees" of record on file with the Association as no holders, insurers or guarantors of a mortgage on a Family Unit have given the Association a written request to receive notice of certain actions or amendments.

Marilyn J. Taylor
MARILYN J. TAYLOR, Secretary

BEFORE ME, a Notary Public in and for said County, personally appeared the above named MARILYN J. TAYLOR 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 this 24 day of January, 2019.

Jason C Saal
NOTARY PUBLIC

