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MAIL TO:

AMENDMENT TO THE

DECLARATION OF CONDOMINIUM OWNERSHIP FOR

ENGLISH OAKS CONDOMINIUM ASSOCIATION, INC.

* Jules Sauvageot
1256 Heather Lane, 102
AKRON OH 44313



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Pg: 1 of 9
04/04/2006 02:51P
CONDO 88.00
John A Donofrio, Summit Fiscal Officer

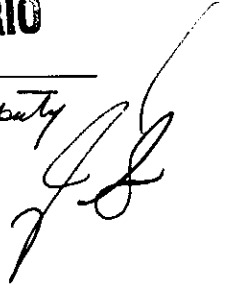
THIS WILL CERTIFY THAT A COPY OF THIS AMENDMENT TO THE DECLARATION OF CONDOMINIUM OWNERSHIP FOR ENGLISH OAKS CONDOMINIUM ASSOCIATION, INC. WAS FILED IN THE OFFICE OF THE COUNTY AUDITOR OF SUMMIT COUNTY, OHIO.

→ SUMMIT COUNTY FISCAL OFFICE.

JOHN A. DONOFRIO

DATED: April 4, 2006

BY: Bry O. Taylor, Deputy Auditor



**AMENDMENT TO THE
DECLARATION OF CONDOMINIUM OWNERSHIP FOR
ENGLISH OAKS CONDOMINIUM ASSOCIATION, INC.**

WHEREAS, the Declaration of Condominium Ownership for English Oaks Condominium Association was originally recorded June 19, 1972 at Summit County Records Volume 5298, Pages 17-66, and

WHEREAS, the English Oaks Condominium Association, Inc. is a corporation consisting of all Unit Owners in The English Oaks Condominium and as such is the representative of all Unit Owners, and

WHEREAS, Article XIV of said Declaration authorizes amendments to the Declaration, and

WHEREAS, the Board of Directors representing the Association have executed an instrument in writing setting forth specifically the new matters to be added, and

WHEREAS, attached hereto as Exhibit A is an Affidavit of the President of the Association that a copy of the amendment was mailed by certified mail to all mortgagees on the records of the Association having bona fide liens of record against any Unit ownership, and

WHEREAS, the Association has in its records the consents to the Amendment signed by the Board of Directors and further has in its records the consents, if any, of the mortgagees as certified by the Secretary in the attached Exhibit B, and

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

NOW THEREFORE, the Declaration of Condominium Ownership for English Oaks Condominium Association, Inc. is hereby amended by the following:


55307289
Pg: 2 of 9
04/04/2006 02:51P
CONDO 88.00
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55307289
Pg: 3 of 9
04/04/2006 02:51P
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CHANGE the following in its entirety, as follows:

Change all references to the "Board of Managers" to read "Board of Directors".

Change all references to "Common Areas and Facilities" to "Common Elements"

Change all references to "Limited Common Areas and Facilities" to "Limited Common Elements"

Change all references to "Apartments" to "Units"

Change all references to "Apartment Owners" to "Unit Owners"

ADD the following in its entirety, as follows:

Insert in the Declaration after Article VII, Section C:

D. Suspension of Voting Privileges and Use of Recreational Facilities: The Board of Directors may suspend the voting privileges and/or use of recreational facilities of a unit owner who is delinquent in the payment of assessments for more than thirty (30) days.

Insert in the Declaration after Article VII, new Section C above:

E. Application of Payments Made to the Association: The Association shall credit payments made by a unit owner for expenses in the following order of priority. First, to interest owed to the Association. Second, to administrative late fees owed to the Association. Third, to collection costs, attorney's fees, and paralegal fees incurred by the Association. Fourth, to the principal amounts the unit owner owes to the Association for the common expenses or penalty assessments chargeable against the unit.

Change existing Section D, to Section F

Insert In the Declaration after Article VIII, Section E:

F. Duty to Provide the Association with Contact Information: Within thirty (30) days after a unit owner obtains a condominium ownership interest, the unit owner shall provide the following information in writing to the unit owners association through the Board of Directors:

- a. The home address, home and business mailing addresses, and the home and business telephone numbers of the unit owner and all occupants of the unit.
- b. The name, business address, and business telephone number of any person who manages the owner's unit as an agent of that owner.
- c. Within thirty (30) days of a change in any of the above information, a unit owner shall notify the association, through the Board, in writing of the change. The Board may request an update of information at any time.

55307289
Pg: 4 of 9
04/04/2006 02:51P
CONDO
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Insert in the Declaration after Article XIII, Section C:

D. Association's Power to Evict Tenants: For any violation of the covenants, conditions or restrictions of the Association by a tenant of a unit owner is grounds for the Association to begin eviction proceedings against the offending tenant pursuant to the Ohio Revised Code. The action shall be brought by the Association, as the unit owner's agent, in the name of the unit owner. The Association shall give the unit owner at least ten (10) days notice of the intended eviction action. The costs of the eviction action, including reasonable attorney's fees, shall be charged to the unit owner and shall be the subject of a special assessment against the unit and can be made a lien against the unit.

Insert in the Declaration after Article XIII, new Section D above:

E. Enforcement Assessments: The Board of Directors may impose reasonable enforcement assessments for violations of the Declaration, Bylaws, and Rules of the Association and reasonable charges for damage to the common elements or other property of the Association.

- a. Prior to imposing the enforcement assessment or charge for damages, the Board must give the unit owner written notice including all of the following:
 1. A description of the property damage or violation;
 2. The amount of the proposed charge or assessment;
 3. A statement that the owner has a right to a hearing before the Board of Directors to contest the proposed charge or assessment;
 4. A statement setting forth the procedures to request a hearing (outlined in (e) below); and
 5. A reasonable date by which the unit owner must cure the violation to avoid the proposed charge or assessment.
- b. The Board cannot levy the charge or assessment before holding any hearing if it is requested.
- c. A reasonable time to cure the violation may be given before imposing the charge or assessment.
- d. Within thirty (30) days following a hearing at which the Board imposes a charge or assessment, the Association shall deliver a written notice of the charge or assessment to the unit owner. This notice may be delivered to the unit owner or any occupant of the unit by personal delivery, certified mail, return receipt requested, or by regular mail.
- e. To request a hearing the owner shall deliver a written notice to the Board not later than the tenth (10th) day after receiving the above notice. If the owner fails to make a timely request for the hearing, the right to the hearing is waived, and the Board may immediately impose the charge for damages or the enforcement assessment. If a unit owner requests the hearing, at least seven (7) days prior to the hearing the Board shall provide the unit owner with a written notice that includes the date, time and location of the hearing.

55307289

Pg: 5 of 9
04/04/2006 02:51P
CONDO 88.00



Insert in the Bylaws after Article XV, Section A (4);

5. Common Profits: The Board of Directors may choose to either retain the common profits of the condominium association and deposit them into the reserve account, or to distribute the common profits among the unit owners according to their undivided interest in the common elements appurtenant to their units.

Insert in the Bylaws after Article IV, Section 4:

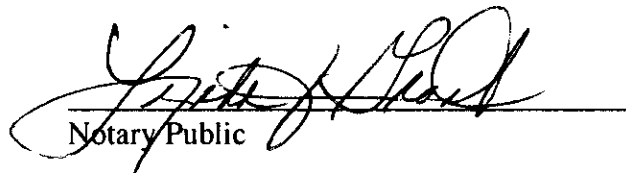
5. Examination of Books and Records of the Association: Any unit owner may examine and copy the books, records, and minutes of the Association. This includes correct and complete books and records of account that specify the receipts and expenditures relating to common elements and other common receipts and expenses; records showing the allocation, distribution, and collection of the common profits, losses, and expenses; minutes of the meetings of the association and the board of directors; and records of the names and addresses of unit owners and their respective undivided interest in the common elements. These documents may be examined and/or copied at the office of the Association by appointment for a fee of \$.25 per page. The types of documents that cannot be examined or copied include information pertaining to condominium property-related personnel matters, communications with legal counsel or attorney work product, information pertaining to contracts or transactions under negotiation or those that contain confidentiality requirements, information relating to enforcement of the declaration, bylaws or rules of the Association against unit owners, or information the disclosure of which is prohibited by state or federal law.

Any conflict between these provisions and any other provisions in the Declaration and Bylaws shall be interpreted in favor of these provisions. Upon the recording of this amendment, only Unit Owners of record at the time of such filing shall have standing to contest the validity of the amendment, whether of procedural, substantive or any other grounds, provided further that any such challenge shall be brought within one year of the recording of the Amendment.

STATE OF OHIO)
)
COUNTY OF Summit) SS.

BEFORE ME, a Notary Public in and for said County, personally appeared the above-named English Oaks Condominium Association, Inc., 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.

IN WITNESS WHEREOF, I have hereunto set my hand and official seal at Akron, Ohio, this 3rd day of April, 2006.


Notary Public


Linda J. Grant
Resident Summit County
Notary Public, State of Ohio
My Commission Expires: 04/01/11

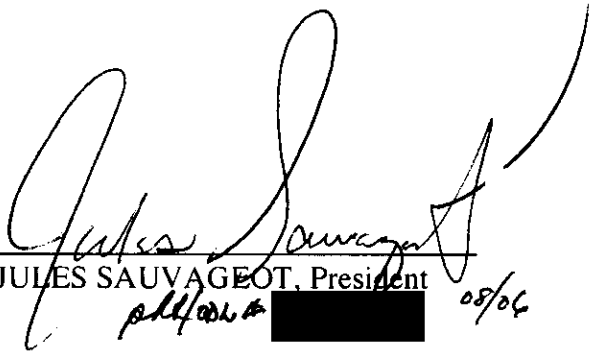
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Pg: 6 of 9
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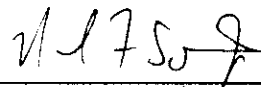
IN WITNESS WHEREOF, the said English Oaks Condominium Association, Inc. has caused the execution of this instrument this 3rd day of April, 2006.


ENGLISH OAKS CONDOMINIUM ASSOCIATION, INC.

Signed and acknowledged
in the presence of both:


Witness #1: Daniel S. Bender
Please print name below signature.

By: 
JULES SAUVAGEOT, President
pdt/ord # [redacted] 08/06


Witness #2: NEIL F. SCHDENWETTER
Please print name below signature.

By: 
EVELYN M. LAVERY, Secretary
pdt/ord # [redacted] 10/06

This instrument prepared by:
STEVEN M. OTT, ESQ.
KIMBERLY M. SUTTER, ESQ.
Ott & Associates Co., L.P.A.
55 Public Square, Suite 1250
Cleveland, Ohio 44113
Telephone: (216) 771-2600
Facsimile: (216) 830-8939
Email: Steven.Ott@OttEsq.com



55307289
Pg: 7 of 9
04/04/2006 02:51P
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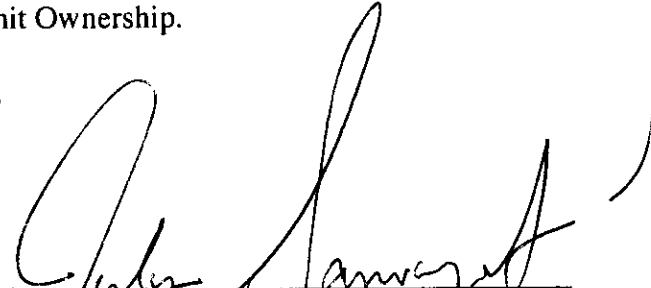
EXHIBIT A

AFFIDAVIT

STATE OF OHIO)
) SS.
COUNTY OF Summit)

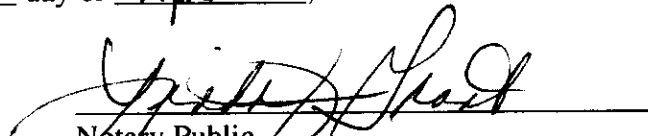
Jules Sauvageot, being first duly sworn, states as follows:

1. He is the duly elected and acting President of the English Oaks Condominium Association, Inc.
2. As such President, he caused copies of the amendment to the Declaration of English Oaks Condominium Association, Inc. to be mailed by certified mail to all mortgagees on the records of the Association having bona fide liens of record against any Unit Ownership.
3. Further affiant sayeth naught.


 Jules Sauvageot, President
 4/4/2006 # [redacted] 08/06

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

IN TESTIMONY WHEREOF, I have hereunto set my hand and official seal at AKRON, Ohio, this 3rd day of APRIL, 2006.


 Notary Public

Linda J. Grant
Resident Summit County
Notary Public, State of Ohio
My Commission Expires: 04/01/11



EXHIBIT B

CERTIFICATION OF SECRETARY

The undersigned, being the duly elected and qualified Secretary of the English Oaks Condominium Association, Inc. hereby certifies that there is on file in the records of the Association, the names of the following mortgagees, if any, who have consented to the proposed Amendment to the Declaration of the English Oaks Condominium Association, Inc.

Evelyn M. Lavery
Evelyn M. Lavery, Secretary
pkh/ash # [redacted] [redacted] 10/06

STATE OF OHIO)
COUNTY OF Summit) SS.

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

IN TESTIMONY WHEREOF, I have hereunto set my hand and official seal at AKRON, Ohio, this 3rd day of April, 2006.

Linda J. Grant

Notary Public

Linda J. Grant
Resident Summit County
Notary Public, State of Ohio
My Commission Expires: 04/01/11