

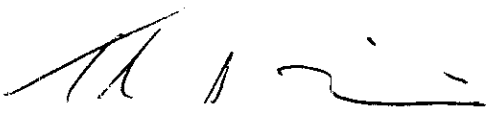
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AMENDMENT TO THE
 DECLARATION OF CONDOMINIUM OWNERSHIP FOR
 ENGLISH OAKS CONDOMINIUM ASSOCIATION, INC.
 AND EXHIBITS THERETO.

The undersigned certifies that a copy of this amendment to the declaration of condominium ownership for English Oaks Condominium Association, Inc. was filed with the Fiscal Officer of the County of Summit.

DATE: 5-27-09

BY: 
 TOM MINNINGER
 (Print)

Office: JOHN A. DONOFRIO



*
MAIL TO:

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 Declaration was amended on April 3, 2006; 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 as amended authorizes amendments to the Declaration; and

WHEREAS, The Board of Directors representing the Association has executed an instrument in writing setting forth specifically the matters to be deleted; and

WHEREAS, the amendment has been approved by not less than 75% of the entire membership of the Board of Directors and by not less than 75% of the votes of the entire membership of the Association; 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 Condominiums have in all respect been complied with,

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



Article XII is deleted entirely and amended by substitution of the following:

Article XII Maintenance of Community Interests

A. Lease or right of occupancy

In order to maintain a community of congenial residents who are financially responsible and thus protect the value of the units, no unit may be leased to any individual or any occupancy granted by permission of the owner to any individual who is not a family member of the owner.

Family member shall include father, mother, grandfather, grandmother, son, daughter, nephew, niece, brother, sister, granddaughter or grandson. Such relationship may be established by lineage, by marriage or by adoption. No other familial relationship shall be included within this definition.

Notwithstanding the above, any owner who is occupying the unit may have joint occupancy with any other individual whether or not such individual is a family member.

B. Corporate ownership prohibited

Inasmuch as a unit may only be used for residential purposes and a corporation cannot occupy a unit as a resident, no corporation, partnership or other legal entity other than a natural person or a trust established by the unit owner may obtain legal ownership of any unit and no unit owner may sell, give, demise or otherwise transfer a unit to a corporation, partnership or other legal entity other than a natural person or trust established by a unit owner.

This provision shall not apply to a transfer to or purchase by a bank, mortgage company, credit union, life insurance company or savings and loan association which acquires its title as the result of owning a mortgage upon the unit concerned and this shall be so whether the title is acquired by deed from the mortgagor, his successors or assigns or through foreclosure sheriff's sale, judicial sale or tax sale.

C. Mortgage

No unit owner may mortgage the unit nor any interest therein without the approval of the Association except to a bank, mortgage company, credit union, life insurance company or a savings and loan association, or to a vendor to secure a portion or all the purchase price. The approval of any other mortgage may be upon conditions determined by the Association or may be arbitrarily withheld.

D. Unauthorized Transactions or Possession

Any sale, mortgage, lease, or occupancy which is not authorized pursuant to the terms of this declaration shall be void unless subsequently approved by the Association. The Association shall have the right to evict by forcible entry and detainer in accordance with applicable law anyone in possession of any unit in violation of the terms herein and to recover against the owner or possessor all costs and damages, including reasonable attorney fees, incurred in enforcing the terms herein.

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Any conflict between these provisions and any other provisions in the Declaration as amended shall be interpreted in favor of these provisions. Upon the recording of this amendment, on 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 this amendment.



IN WITNESS WHEREOF, the said English Oaks Condominium Association, Inc. has caused the execution of the instrument this 26 day of MAY, 2009.

ENGLISH OAKS CONDOMINIUM ASSOCIATION, INC.

Signed and acknowledged
in the presence of both:

Mary Lou Esselburn

Witness: Mary Lou Esselburn
(Print)

James L. Wagner

Witness: James L. Wagner
(Print)

By Jane Bond
Jane Bond, President

By Sue Phillips
Sue Phillips, Secretary

This instrument prepared by:

* James L. Wagner, Esq.
80 Devon Lane #103
Akron, Ohio 44313
330-869-0114



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Pg: 5 of 8
05/27/2009 02:58P
CONDO 76.00

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 _____ day of _____, 2009.

Notary Public



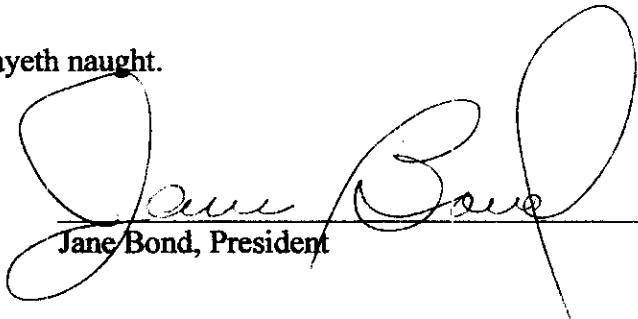
EXHIBIT A

AFFIDAVIT

State of Ohio)
)
County of Summit) SS.

Jane Bond, being first duly sworn, states as follows:

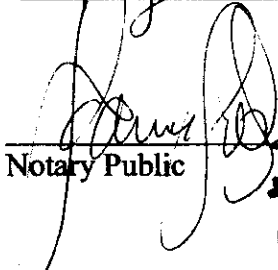
1. She is the duly elected and acting President of the Board of Directors of the English Oaks Condominium Association, Inc.
2. As such President, she caused copies of the amendment to the Declaration of English Oaks Condominium Association, Inc. to be mailed by certified mail to all mortgagees on the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



 Jane Bond, President

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

IN WITNESS WHEREOF, I have set my hand and official seal at Akron, Ohio, this 26 day of May, 2009.



 Notary Public

JAMES L. WAGNER, Attorney-at-Law
 Notary Public - State of Ohio
 My Commission has no expiration date
 Sec. 147.03 R.C.



EXHIBIT B

CERTIFICATION OF SECRETARY

The undersigned, being duly elected Secretary of the Board of Directors of English Oaks Condominium, Association, Inc. hereby certifies that there is on file in the records of the Association, the names of the mortgagees, if any, who have consented to the Amendment to the Declaration of the English Oaks Condominium Association, Inc. as set forth above.

Sue Phillips
Sue Phillips, Secretary

STATE OF OHIO)
) SS.
COUNTY OF SUMMIT)

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

IN WITNESS WHEREOF, I have hereunto set my hand and official seal at Akron, Ohio, this 26 day of May, 2009.

[Signature]
Notary Public
JAMES L. WAGNER, Attorney-at-Law
Notary Public - State of Ohio
My Commission has no expiration date
Sec. 147.03 R.C.

ERRATUM TO AMENDMENT
TO THE DECLARATION OF CONDOMINIUM OWNERSHIP
FOR ENGLISH OAKS CONDOMINIUM ASSOCIATION, INC.
AND EXHIBITS THERETO

The undersigned certifies that a copy of this erratum to the declaration of condominium ownership for English Oaks Condominium Association, Inc. was filed with the Fiscal Officer of the County of Summit.

JOHN A. DONOFRIO

DATE: 6/5/09

BY: _____

BY: *Ray Valle*
(Print) _____

Office: Fiscal Office



ERRATUM

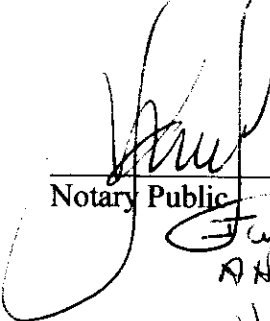
Whereas, the notarization set forth at Page 6 of 8 of the Amendment filed May 27, 2009 was by omission unexecuted;

Whereas, the within notarization shall be substituted for the originally filed Page 6 of 8.

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 5th day of June, 2009.



Notary Public
James L. Wagner
Attorney
No Expiration date

This instrument prepared by
* James L. Wagner
Attorney at Law
80 Devon Lane
#103
Akron, OH 44313