

SECOND AMENDMENT TO  
DECLARATION OF CONDOMINIUM  
OWNERSHIP FOR  
CARLTON HOUSE CONDOMINIUM  
DATED AUGUST 10, 1987

395337

WHEREAS, a certain Declaration of Condominium Ownership for Carlton House Condominium (the "Declaration") was filed with the Recorder's Office of Summit County, on May 23, 1972, and recorded in Deed Records Volume 5297, Page 253; and

WHEREAS, certain Drawings of said Carlton House Condominium were recorded in Volume 82, Page 1, of the Summit County Plat Records; and

WHEREAS, a certain Amendment to Condominium Declaration was filed in the Recorder's Office of Summit County, on June 22, 1972, and recorded in Deed Records Volume 5293, Page 161; and

WHEREAS, Section 9 of the Declaration provides that the Declaration and the Bylaws (the "Bylaws") attached thereto as Exhibit B can be amended pursuant to the procedure outlined therein, including the requirement that the Family Unit owners entitled to exercise at least seventy-five percent (75%) of the voting power of the Carlton House Condominium Owners' Association, Inc. have executed the instrument setting forth the amendments; and

WHEREAS, this instrument sets forth amendments to be made to the Declaration and Bylaws, and the undersigned are entitled to exercise more than seventy-five percent (75%) of the voting power of the Carlton House Condominium Owners' Association, Inc.

NOW, THEREFORE, the following sections of the Declaration and Bylaws are amended as follows:

1. Item 3(B)(4) of the Declaration on page 3 is replaced by the following:
  - (4). Animals and Pets. No animals, including, but not limited to, dogs, cats, or other household pets, rabbits, livestock, fowl or poultry of any kind, shall be raised, bred or kept in any Family Unit or in the Common Areas and Facilities or in any Limited Common Areas and Facilities.
2. The following Item 3(B)(12) is added to the Declaration on page 4:

16. Children - No child under the age of sixteen (16) shall be a permanent resident of a Family Unit. For purposes of the foregoing sentence, a "permanent resident" shall be any person residing in or occupying a Family Unit for more than sixty (60) days per year.

3. Item 9 of the Declaration on pages 10 and 11 is replaced by the following:

9. Amendment of Declaration and Bylaws. This Declaration and the Bylaws attached hereto as Exhibit B may be amended upon the filing for record with the Recorder of Summit County, of an instrument in writing setting forth specifically the item or items to be amended and any new matter to be added, which instrument shall have been duly executed by the Family Unit owners entitled to exercise at least seventy-five percent (75%) of the voting power of the Association. Such amendment must be executed with the same formalities as this instrument and must refer to the volume and page in which this instrument and its attached exhibits are recorded and must contain an affidavit by the President of the Association that a copy of the amendment has been mailed by certified mail to all mortgagees having bona fide liens of record against any Family Unit ownership, who have requested in writing such notice. No amendment shall have any effect, however, upon a bona fide first mortgagee until the written consent to such amendment of such mortgagee is secured. Such consents shall be retained by the Secretary of the Association and his certification in the instrument of amendment as to the names of the consenting and non-consenting mortgagees of the various Family Units shall be sufficient for reliance by the general public. If less than all mortgagees consent to an amendment to this Declaration and/or the Bylaws attached hereto as Exhibit B, said amendment or modification shall nevertheless be valid among the Family Unit owners, inter sese, provided that rights of a non-consenting mortgagee shall not be derogated thereby. No provision in this Declaration or Bylaws attached hereto as Exhibit B may be changed, modified or rescinded, which, after such change, modification or rescission would conflict

Revised Code, nor may any amendment be made to the percentage interests set forth in Section A of Item 6 without the prior unanimous approval of all Family Unit owners and the respective mortgagees.

4. The following subsection (3) is added to Item 18(A) of the Declaration on pages 21 and 22:

(3) For violation or breach of any covenant or provision contained in either the Declaration or Bylaws of the Association, to levy assessments against the violator in the amount of Twenty-Five Dollars (\$25.00) per day while said violation or breach continues; provided, however, that no assessments shall begin to accrue hereunder until the passage of ten (10) days after notice in writing of the violation or breach from the Board of Managers has been delivered and the violation or breach has not been remedied. Said assessments shall become due and payable on a daily basis and may be treated like unpaid common expenses for all purposes of the Declaration, including, but not limited to, the right of the association to perfect liens.

5. Article I, Section 5(a) of the Bylaws on page 2 is replaced by the following:

(a) Annual Meeting. The annual meeting of members of the Association for the election of members of the Board of Managers, the consideration of reports to be laid before *such meeting, and the transaction of such other business as may properly be brought before such meeting shall be held at the office of the Association or at such other place within the City of Akron, Ohio, as may be designated by the Board of Managers and specified in the notice of such meeting at 8:00 o'clock p.m., or at such other time as may be designated by the Board of Managers and specified in the notice of meeting. The first annual meeting of members of the Association shall be held when at least thirty-five (35) of the units are sold, or on August 15, 1972. Thereafter, the annual meeting of the Association shall be held in*

chosen by the Board of Managers, which date shall be within the first two (2) weeks of August.

6. Article I, Section 5(c) of the Bylaws on page 3 is replaced by the following:

(c) Notices of Meetings. Not less than seven (7) nor more than sixty (60) days before the day fixed for a meeting of the members of the Association, written notice stating the time, place and purpose of such meeting shall be given by or at the direction of the Secretary of the Association or any other person or persons required or permitted by these Bylaws to give such notice. The notice shall be given to each member of the Association who is a unit owner of record as of the day preceding the day on which notice is given by: (1) personal delivery; (2) mail delivery; or (3) delivery to each member's mail box located in the mailroom of the Carlton House, 275 North Portage Path, Akron, Ohio. If mailed, the notice shall be addressed to the members of the Association at their respective addresses as they appear on the records of the Association. Notice of the time, place and purpose of any meeting of members of the Association may be waived in writing, either before or after the holding of such meeting, by any members of the Association, which writing shall be filed with or entered upon the records of the meeting. The attendance of any member of the Association at any such meeting without protesting, prior to or at the commencement of the meeting, the lack of proper notice, shall be deemed to be a waiver by him or notice of such meeting.

7. Article II, Section 1 of the Bylaws on page 4 is replaced by the following:

Section 1. Number and Qualification. The Board of Managers shall consist of seven (7) persons, except as otherwise provided, all of whom must be owners of units or spouses of owners of units. If at any time, one bank, savings and loan association, insurance company or other lending institution shall hold mortgages upon more than fifty percent (50%) of the units, such lending institution

may designate its representative who shall be an eighth member of the Board of Managers. Such representative need not be an owner or occupier of a unit.

8. Article IV, Section 2 of the Bylaws on page 10 is replaced by the following:

Section 2. Capital Additions and Improvements  
The Association's powers hereinabove enumerated shall be limited in that the Association shall have no authority to acquire and pay for out of the maintenance fund any capital additions and improvements (other than for purposes of replacing or restoring portions of the Common Areas and Facilities, subject to all the provisions of the Declaration and these Bylaws) having a total cost in excess of Five Thousand Dollars (\$5,000.00), nor shall the Association authorize any structural alterations, capital additions to, or capital improvements of the Common Areas and Facilities requiring an expenditure in excess of Five Thousand Dollars (\$5,000.00), without in each case the prior approval of the members of the Association entitled to exercise a majority of the voting power of the Association.

9. Article V, Section 1 of the Bylaws on page 13 is replaced by the following:

Section 1. Obligation of Owners to Pay Assessments. It shall be the duty of every unit owner to pay his proportionate share of the expenses of administration, maintenance and repair of the Common Areas and Facilities and of the other expenses provided for herein. Such proportionate share shall be in the same ratio as his percentage of ownership in the Common Areas and Facilities as set forth in the Declaration. Payment thereof shall be in such amounts and at such times as may be determined by the Board of Managers of the Association, as hereinafter provided. Provided, however, that if payment is not made within ten (10) days from the date the assessment is due and payable, interest at the then legal interest rate shall begin to accrue, and a late charge in the amount of twenty percent (20%) of the payment not made shall accrue for each month that the payment remains unpaid.

VOL 7564 PAGE 163

10. Article VI, Section 2 of the Bylaws on page 17 is replaced by the following:

Section 2. Copies of Notice to Mortgage Lenders. Upon written request to the Board of Managers, the holder of any duly recorded mortgage or trust deed against any unit ownership shall be given: (1) a copy of any and all notices permitted or required by the Declaration or these Bylaws to be given to the owner or owners whose unit ownership is subject to such mortgage or trust deed; or (2) notice of an amendment to this Declaration or Bylaws.

IN WITNESS WHEREOF, the undersigned, being Family Unit owners entitled to exercise at least seventy-five percent (75%) of the voting power of the Carlton House Condominium Owners' Association, Inc., have executed this instrument as of the dates and at the places indicated below.

WITNESSES

FAMILY UNIT OWNERS:

Larry F. Davis  
John F. Wilkinson

1.7257

Alfred M. Peter, Pres.  
Owner of 1A

8-18-87 xxxxxxxxxx  
Date

Larry F. Davis

.6275

Anthony J. Bologna  
Owner of 1B

8-18-87  
Date

Catherine M. Ostrov  
John F. Wilkinson

.6275

Michael J. Kovovich  
Owner of 1C

8-10-87  
Date

Catherine M. Ostrov  
Larry F. Davis  
John F. Wilkinson

.7396

Michael J. Kovovich, Pres.  
Owner of 1D

8-19-87 xxxxxxxxxx  
Date

John F. Wilkinson

1.2326

Alfred M. Peter, Pres.  
Owner of 2A

8-18-87 xxxxxxxxxx  
Date

Larry F. Davis

Spea K. Zair W  
John E. Wilkman

1.7481

X Owner of 3C

Louis J Topper +  
Sara Topper  
Aert M Oster, Pres

8-19-87

Date

John E. Wilkman

1.7481

Owner of 3D

Joseph R. Loney

8-10-87

Date

Catherine M. Oster

Aert M Oster

1.2102

Owner of 3E

John E. Wilkman

8-10-87

Date

Catherine M Oster

Aert M Oster

2.2636

X Owner of 3F

L. J. Poulson

8/10/87

Date

Catherine M. Oster

1.7705

Owner of 3G

Date

1.7481

Owner of 3H

~~XXXXXXXXXX~~  
Date

Aert M Oster

1.7930

Owner of 4A

Virginia Swanson

8-10-87

Date

Catherine M. Oster

John E. Wilkman

1.7930

Owner of 4B

~~XXXXXXXXXXXXXXXXXXXX~~  
Aert M Oster, Pres

~~XXXXXXXXXXXX~~

Date

John E. Wilkman  
John E. Wilkman

1.7930

Owner of 4C

Matthew K. Holm  
Aert M Oster, Pres

8-18-87

Date

Catherine M. Oster

~~XXXXXXXXXXXXXXXXXXXX~~

1.7929 /

Owner of 5E

Date

Julien Jacob

1.7929

x Owner of 5F

Allet Oster, Pres.

Date

8-19-87

x Mrs. L. E. (Edna) Staefer

1.7929

Owner of 5G

Allet Oster, Pres.

Date

8-19-87 ~~XXXXXXXXXX~~

1.8153

Owner of 5H

Date

2.3084

Owner of 6A

Date

1.3223

Owner of 6B

Date

Allet Oster

1.8153

Owner of 6C

Lola K. Jacob

Date

8/10/87

x Julien Jacob

1.7929

Owner of 6D

Allet Oster, Pres.

Date

8-18-87 ~~XXXXXXXXXX~~

2.2860

Owner of 6E

x Mrs. M. M. Johnson

Date

8-13-87

Catherine M. Oster



Arthur Oster

1.8153 M. E. Cohen x  
Owner of 7G

8-10-87

Date

Catherine M. Oster

Arthur Oster

1.8377 Jean Warner x  
Owner of 7H

8-10-87

Date

Catherine M. Oster

Catherine M. Oster

8-10-87

Date

Arthur M. Oster

2.3308 Ruth H. Larson x  
Owner of 8A  
Catherine M. Campbell x

8-19-87

x Owner of 8B

Lois K. Lusk

1.3447 Arthur M. Oster  
Date

8-19-87 xxxxxxxxxx

Date

John E. Wilkner

1.8377  
Owner of 8C

Date

John E. Wilkner

1.8377 Virginia M. Foster x  
Owner of 8D

8-10-87

Date

Catherine M. Oster

1.8377  
Owner of 8E

Date

Arthur Oster

1.8377 Samuel C. Berchon x  
Owner of 8F

8-10-87

Date

Catherine M. Oster

John E. Wilkinson  
Catherine M. Ostrov  
John E. Wilkinson

1.3447 Edward Abramson  
 Owner of 8G  
 8-10-87  
 Date Virginia E. Killin  
 2.3308 Albert Ostrov, Pres.  
 Owner of 8H  
 8-19-87 ~~XXXXXXXXXXXX~~  
 Date

STATE OF OHIO )  
 ) SS:  
 SUMMIT COUNTY )

BEFORE ME, a notary public in and for said County and State personally appeared Michael Kovacevich, E. Mabry, Phyllis L. Schumacher, Katie C. Murphy, Louis Sheinin, Albert Ostrov for Condo Conversions, Elizabeth L. Goldsmith, Robert G. Rohner for Rohner Properties, Inc., Hilda Sobel, Joseph R. Levey, John E. Wilkinson, C. L. Poulsen, Virginia M. Swanson, LaNore S. Abbey, Mary E. Horack, Kathryn Homeier, Albert Ostrov, Karl L. Fickes, Lola Isroff, Donald Belair and Elizabeth Belair, Mildred L. Hensel, Lucille E. Beck, Mildred V. Schulenberg, Richard J. Barr and Louise Barr, Henry A. Rossen, Doris A. Wheeler, Marianne Carter and Anthony G. Carter, M. E. Cohen, Joan Warner, Ruth H. Larson, Virginia Perelman, Samuel Bershon, and Edward Abramson, who have been first duly sworn, acknowledged that he/she did execute the foregoing instrument and that the same was his/her free act and deed.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed my official seal at Akron, Ohio, this 10th day of August, 1987.

CATHERINE M. OSTROV, Notary Public  
 Residence - Summit County  
 State: Wide Jurisdiction, Ohio  
 My Commission Expires July 26, 1992

Catherine M. Ostrov  
 NOTARY PUBLIC

76  
X  
SECOND AMENDMENT TO  
DECLARATION OF CONDOMINIUM  
OWNERSHIP FOR  
CARLTON HOUSE CONDOMINIUM  
DATED AUGUST 10, 1987

This will certify that copies of this Second Amendment to Declaration of Condominium Ownership, for Carlton House Condominium have been filed in the Office of the County Auditor, County of Summit, Ohio.

Approved as to Form:

*Jay P. Porter*  
Assistant Prosecuting Attorney

Auditor County of Summit

*Tim Davis*  
Tim Davis  
*By Cynthia Deputy Auditor*

Dated: 12/15/87

Dated: December 15, 1987

This Instrument Prepared By:

Jay P. Porter, Esq.  
BROUSE & McDOWELL  
500 First National Tower  
Akron, Ohio 44308-1471

21427

COUNTY OF SUMMIT  
VOD 564 PG 158-174  
RECEIVED FOR RECORD

87 DEC 15 AM 11:26

RECORDED DEC 16 1987  
RALPH JAMES - RECORDER  
CO. OF SUMMIT OHIO

TRANSFER NOT NECESSARY  
SEC 319.202 REV. CODE COMPLIED WITH  
EXEMPT  
TIM DAVIS  
County Auditor  
BY *Cynthia*  
Deputy Auditor

TRANSFER NOT NECESSARY  
DEC 15 1987  
Tim Davis, County Auditor

\$ 40.00

RECEIVED JAN 8 1988

STATE OF OHIO )  
 )  
 ) SS:  
SUMMIT COUNTY )

BEFORE ME, a notary public in and for said County and State, personally appeared Anthony F. Bologna, Anne M. Jennings, Ruby Johnson, Nathan Koplun and Helen Block, who having been first duly sworn, acknowledged that he/she did execute the foregoing instrument and that the same was his/her free act and deed.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed my official seal at Akron, Ohio, this 18th day of August, 1987.

Catherine M. Ostrov  
NOTARY PUBLIC

CATHERINE M. OSTROV, Notary Public  
Residence - Summit County  
State Wide Jurisdiction, Ohio  
My Commission Expires July 26, 1992

STATE OF OHIO )  
 )  
 ) SS:  
SUMMIT COUNTY )

BEFORE ME, a notary public in and for said County and State, personally appeared Louis Topper and Sara R. Topper, Leona H. Bear, Julius Isroff, Christine M. Campbell, Edria M. Wolfe, Virginia Marshall and R. K. and Virginia Killinger, who having been first duly sworn, acknowledged that he/she did execute the foregoing instrument and that the same was his/her free act and deed.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed my official seal at Akron, Ohio, this 19th day of August, 1987.

Catherine M. Ostrov  
NOTARY PUBLIC

CATHERINE M. OSTROV, Notary Public  
Residence - Summit County  
State Wide Jurisdiction, Ohio  
My Commission Expires July 26, 1992

STATE OF OHIO )  
 )  
 ) SS:  
SUMMIT COUNTY )

BEFORE ME, a notary public in and for said County and State, personally appeared C. E. Gibson, who having been first duly sworn, acknowledged that he did execute the foregoing instrument and that the same was his free act and deed.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed my official seal at Akron, Ohio, this 22nd day of August, 1987.

Catherine M. Ostrov  
NOTARY PUBLIC

CATHERINE M. OSTROV, Notary Public  
Residence - Summit County  
State Wide Jurisdiction, Ohio  
My Commission Expires July 26, 1992

STATE OF OHIO )  
 ) SS:  
SUMMIT COUNTY )

BEFORE ME, a notary public in and for said County and State, personally appeared Anthony F. Bologna, Anne M. Jennings, Ruby Johnson, Nathan Koplín and Helen Block, who having been first duly sworn, acknowledged that he/she did execute the foregoing instrument and that the same was his/her free act and deed.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed my official seal at Akron, Ohio, this 18th day of August, 1987.

Catherine M. Ostrov  
NOTARY PUBLIC

CATHERINE M. OSTROV, Notary Public  
Residence - Summit County  
State Wide Jurisdiction, Ohio  
My Commission Expires July 26, 1992

STATE OF OHIO )  
 ) SS:  
SUMMIT COUNTY )

BEFORE ME, a notary public in and for said County and State, personally appeared Louis Topper and Sara R. Topper, Leona H. Bear, Julius Isroff, Christine M. Campbell, Edria M. Wolfe, Virginia Marshall and R. K. and Virginia Killinger, who having been first duly sworn, acknowledged that he/she did execute the foregoing instrument and that the same was his/her free act and deed.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed my official seal at Akron, Ohio, this 19th day of August, 1987.

Catherine M. Ostrov  
NOTARY PUBLIC

CATHERINE M. OSTROV, Notary Public  
Residence - Summit County  
State Wide Jurisdiction, Ohio  
My Commission Expires July 26, 1992

STATE OF OHIO )  
 ) SS:  
SUMMIT COUNTY )

BEFORE ME, a notary public in and for said County and State, personally appeared C. E. Gibson, who having been first duly sworn, acknowledged that he did execute the foregoing instrument and that the same was his free act and deed.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed my official seal at Akron, Ohio, this 22nd day of August, 1987.

Catherine M. Ostrov  
NOTARY PUBLIC

CATHERINE M. OSTROV, Notary Public  
Residence - Summit County  
State Wide Jurisdiction, Ohio  
My Commission Expires July 26, 1992

A F F I D A V I T

STATE OF OHIO )  
                  ) SS:  
SUMMIT COUNTY )

Al Ostrov, President of the Carlton House Condominium Owners' Association, Inc., being first duly sworn according to law, deposes and says that a copy of the Second Amendment to Declaration of Condominium Ownership for Carlton House Condominium has been mailed by certified mail to all mortgagees having bona fide liens of record against any Family Unit ownership. THE ASSOCIATION'S SECRETARY'S CERTIFICATION AS TO THE NAMES OF CONSENTING AND NONCONSENTING MORTGAGEES SHALL BE REDORDED AS A SEPARATE DOCUMENT IN THE FUTURE.

Al Ostrov, Pres.  
Al Ostrov, President

SWORN TO before me and subscribed in my presence this 4th day of December, 1987.

CATHERINE M. OSTROV, Notary Public  
Residence - Summit County  
State Wide Jurisdiction, Ohio  
My Commission Expires July 26, 1992

Catherine M. Ostrov  
Notary Public