

EXHIBIT A

TO

ELEVENTH AMENDMENT TO

DECLARATION OF CONDOMINIUM OWNERSHIP

FOR

GREENWOOD VILLAGE IRONWOOD TRAIL CONDOMINIUMS

COPIES OF CONSENTS

6875
361

AMENDMENT TO THE
DECLARATION OF CONDOMINIUM OWNERSHIP
FOR THE GREENWOOD VILLAGE IRONWOOD TRAIL CONDOMINIUMS

698220
D.R. 848 PG. 825-830

COUNTY OF SUMMIT
RECEIVED & RECORDED
92 JAN -8 AM 9:30
RALPH JAMES - RECORDER
FEE \$ 19.00

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This will certify that a copy of the within Amendment to the Declaration of Condominium Ownership for the Greenwood Village Ironwood Trail Condominiums has been filed in the office of the County Auditor of Summit County, Ohio.

James B. McCarty
COUNTY AUDITOR
SUMMIT COUNTY

ate: *January 8, 1992*

BY: *Coyatt*
Deputy Auditor

OR: 848 - 825

AMENDMENT TO THE
DECLARATION OF CONDOMINIUM OWNERSHIP
FOR THE GREENWOOD VILLAGE IRONWOOD TRAIL CONDOMINIUMS

WHEREAS, the Declaration of Condominiums Ownership for the Greenwood Village Ironwood Trail Condominiums was recorded on April 16, 1984 in Volume 6875, Page 361 et seq., inclusive, of Summit County Records, and

WHEREAS, The Ironwood Trail Condominiums Association, Inc. is a corporation consisting of all Family Unit Owners in the Greenwood Village Ironwood Trail Condominiums and as such is the representative of said owners, and

WHEREAS, Article 16 of said Declaration authorizes amendments to the Declaration, and

WHEREAS, Family Unit Owners in excess of 75% of the voting power of the Association have executed an instrument in writing setting forth specifically the new matter 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 Family Unit ownership, and

WHEREAS, attached hereto as Exhibit B is a certification of the Secretary of the Association as to the names of the consenting and non-consenting mortgagees of the various Family Units, and

WHEREAS, the Association has in its records the signed consents to the amendment signed by 82.09% of the Family Unit Owners 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 Association has in its records the signed power of attorney signed by 82.09% of the Family Unit Owners authorizing the officers of the Greenwood Village Ironwood Trail Condominiums to execute this recorded document on their behalf, and

WHEREAS, the proceedings necessary to amend the Declaration as required by Chapter 5311 of the Ohio Revised Code and the Declaration of Condominiums Ownership for the Greenwood Village Ironwood Trail Condominiums have in all respects been complied with,

NOW, THEREFORE, the Declaration of Condominiums Ownership of the Greenwood Village Ironwood Trail Condominiums is hereby amended by the following:

DELETE THE LAST SENTENCE OF ARTICLE 18, SECTION (A) titled Sales or Lease. Said deletion to be on Page 33 of the Declaration as recorded in Summit County Records, Volume 6875, Page 398.

ADD THREE (3) NEW PARAGRAPHS TO ARTICLE 18, SECTION (A) of the Declaration titled Sale or Lease. Said addition to be on Page 33 of the Declaration as recorded in Summit County Records, Volume 6875, Page 398, is as follows:

No unit shall be leased by a unit owner to others for business, speculative, investment or any other purposes. To meet special situations and to avoid undue hardship or practical difficulties, the Board of Managers shall grant permission to an owner to lease his unit to a specified renter for a period of not less than four (4) consecutive months nor more than twelve (12) consecutive months, provided said lease is made subject to the rules of the board and/or Association and restrictions of this Declaration and By-Laws. The hardship exception may in no event be extended beyond the twelve (12) month period.

Any unit owner leasing his unit at the time of filing of this Amendment with the County Recorder, and who has registered his unit as a rental unit with the Association, shall continue to enjoy the privilege of renting that unit until the title to said unit is transferred to a subsequent owner.

Any conflict between this provision and other provisions of this Declaration or the By-Laws shall be interpreted in favor of this restriction on leasing.

IN WITNESS WHEREOF, the said Ironwood Trail Condominiums Association, Inc. has caused the execution of this instrument this 24th day of December, 1991.

Signed in the Presence of:

Janice C. Basel
Patricia L. Dimick

THE IRONWOOD TRAIL CONDOMINIUM ASSOCIATION, INC.

By: Bob Tschannen
BOB TSCHANNEN, President

By: Rosemarie A. Moody
ROSE MARIE MOODY, Secretary

OR 848-827

AFFIDAVIT

STATE OF OHIO)
) SS
COUNTY OF SUMMIT)

BOB TSCHANNEN, being first duly sworn, states as follows:

1. He is the duly elected and acting President of the Ironwood Trail Condominiums Association, Inc.

2. As such President he caused copies of the amendment to the Bylaws of the Ironwood Trail Condominiums 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 Family Unit Ownership.

3. Further affiant sayeth naught.

Robert Tschannen
Bob Tschannen

BOB TSCHANNEN, President

BEFORE ME, a Notary Public in and for said County, personally appeared the above named BOB TSCHANNEN who acknowledged 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 Cleveland, Ohio, this 24th day of December, 1991.

Marilyn L. MacGregor

NOTARY PUBLIC

MARILYN L. MacGREGOR
Notary Public - State of Ohio, Guys. Cty.
My Commission Expires April 4, 1993

EXHIBIT A

OR 848 - 829

STATE OF OHIO)
) SS
COUNTY OF SUMMIT)

BEFORE ME, a Notary Public in and for said County, personally appeared the above named Ironwood Trail Condominiums Association, Inc. by its President and its Secretary, who acknowledge 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 Cleveland, Ohio, this 24th day of December, 1991.

Marilyn L. MacGregor
NOTARY PUBLIC

MARILYN L. MacGREGOR
Notary Public - State of Ohio, Cuyahoga Co.
My Commission Expires April 4, 1998

This instrument prepared by:
DAVID W. KAMAN
Fedor, Kaman, & Ott, Attorneys
600 Terminal Tower
Cleveland, Ohio 44113
696-0650

UN 040 - 000 40

CERTIFICATION OF SECRETARY

The undersigned being the duly elected and qualified Secretary of the Ironwood Trail Condominiums 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 Amendments to the Declaration of the Ironwood Trail Condominiums.

N O N E

Rose Marie Moody
ROSE MARIE MOODY

STATE OF OHIO)
) SS
COUNTY OF SUMMIT)

Before me, a Notary Public in and for said County, personally appeared the above named ROSE MARIE MOODY 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 seat at Cleveland, Ohio, this 24th day of December, 1991.

Marilyn L. MacGregor
NOTARY PUBLIC

MARILYN L. MacGREGOR
Notary Public - State of Ohio, Cuyahoga Cty.
My Commission Expires April 4, 1996

EXHIBIT B

enc

*7/22
Condo*

AMENDMENTS TO THE
DECLARATION OF CONDOMINIUM OWNERSHIP
FOR
GREENWOOD VILLAGE IRONWOOD TRAIL CONDOMINIUMS

 **55186085**
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05/17/2005 10:29A
CONDO 72.00
John A Donofrio, Summit Fiscal Officer

THIS WILL CERTIFY THAT A COPY OF THESE AMENDMENTS TO THE DECLARATION OF CONDOMINIUM OWNERSHIP FOR GREENWOOD VILLAGE IRONWOOD TRAIL CONDOMINIUMS WERE FILED IN THE OFFICE OF THE FISCAL OFFICER OF SUMMIT COUNTY, OHIO.

DATED: May 16, 2005

BY: JOHN A. DONOFRIO
FISCAL OFFICER
By O. Taylor, Deputy Auditor

AMENDMENTS TO THE
DECLARATION OF CONDOMINIUM OWNERSHIP FOR
GREENWOOD VILLAGE IRONWOOD TRAIL CONDOMINIUMS

WHEREAS, the Declaration of Condominium Ownership for Greenwood Village Ironwood Trail Condominiums (the "Declaration") and the Bylaws of Ironwood Trail Condominium Association, Inc. (the "Bylaws"), Exhibit A to the Declaration, were recorded at Summit County Records Volume 6875, Page 361 et seq., and

WHEREAS, Section 5311.05(E)(1) of the Ohio Revised Code, as amended on July 20, 2004, authorizes the Board of Directors, without a vote of the Owners, to amend the Declaration "to bring the Declaration in compliance with this Chapter," and

WHEREAS, the Board of Directors approved the following matters to be modified (the "Amendments") in order to bring the Declaration into compliance with Ohio Revised Code Chapter 5311, and

WHEREAS, the proceedings necessary to amend the Declaration as permitted by Chapter 5311 of the Ohio Revised Code and the Declaration of Condominium Ownership for Greenwood Village Ironwood Trail Condominiums have in all respects been complied with.

NOW THEREFORE, the Declaration of Condominium Ownership for Greenwood Village Ironwood Trail Condominiums is hereby amended by the Board of Directors as follows:

- (1) All references in the Declaration and Bylaws to the term "Common Areas" or "Common Areas and Facilities" shall be replaced with the term "Common Elements."
- (2) All references in the Declaration and Bylaws to the term "Limited Common Areas" or "Limited Common Areas and Facilities" shall be replaced with the term "Limited Common Elements."
- (3) All references in the Declaration and Bylaws to the term "Board of Trustees" shall be replaced with the term "Board of Directors."
- (4) DELETE DECLARATION PARAGRAPH 7, SECTION D, entitled "Service of Process," in its entirety. Said deletion is to be made on Page 11 of the Declaration, as recorded at Summit County Records, Volume 6875, Page 361 et seq.

INSERT a new DECLARATION PARAGRAPH 7, SECTION D, entitled "Service of Process." Said addition, to be made on Page 11 of the Declaration, as recorded at Summit County Records, Volume 6875, Page 361 et seq., is as follows:



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The person to receive service of process for the Association shall be as designated by the Board. This designation will be accomplished by filing with the Ohio Secretary of State the required statutory agent designation form.

(5) INSERT a new SECTION E, entitled "Enforcement Assessments," to the end of DECLARATION PARAGRAPH 17. Said new addition, to be added on Page 32 of the Declaration, as recorded at Summit County Records, Volume 6875, Page 361 et seq., is as follows:

E. Enforcement Assessments. In accordance with Ohio Revised Code Section 5311.081(B)(12), the Board shall have the authority to impose interest and administrative late fees for the late payment of Assessments; impose returned check charges; and, in accordance with the procedure outlined in Ohio Revised Code Section 5311.081(C)(1), impose reasonable enforcement Assessments for violations of the Declaration, the Bylaws, and the rules of the Association, and reasonable charges for damage to the Common Elements.

(6) INSERT a new 2nd PARAGRAPH to the end of DECLARATION PARAGRAPH 9, SECTION B, entitled "Lien of Association." Said new addition, to be added on Page 14 of the Declaration, as recorded at Summit County Records, Volume 6875, Page 361 et seq., is as follows:

In accordance with Ohio Revised Code Section 5311.18(A)(1)(b), the Association has a lien upon each Unit's ownership interest for any unpaid interest, administrative late fees, enforcement Assessments, and collection costs, attorney's fees, and paralegal fees.

(7) INSERT a new PARAGRAPH to the end of DECLARATION PARAGRAPH 18, SECTION A, entitled "Sale or Lease." Said new addition, to be added on Page 33 of the Declaration, as recorded at Summit County Records, Volume 6875, Page 361 et seq., and as amended at Summit County Records, OR 848, Page 825 et seq., is as follows:

In accordance with Ohio Revised Code Section 5311.19(B), the Association may initiate eviction proceedings, pursuant to Chapters 5321 and 1923 of the Revised Code, to evict a tenant. The action shall be brought by the Association, as the Unit Owner's Agent, in the name of the Unit Owner. In addition to any procedures required by Chapters 5321 and 1923 of the Revised Code, the Association shall give the Unit Owner at least ten days written notice of the intended eviction action. The costs of any 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 offending Unit and made a lien against that Unit.

(8) INSERT a new 2nd PARAGRAPH to the end of DECLARATION PARAGRAPH 9, SECTION A, entitled "Division of Common Profits and Common Expenses." Said new addition, to be added on Page 14 of the Declaration, as recorded at Summit County Records, Volume 6875, Page 361 et seq., is as follows:

In accordance with Ohio Revised Code Section 5311.18(A)(2), the Association shall credit payments made by a Unit Owner in the following order of priority:

- (i) First, to interest owed to the Association;
- (ii) Second, to administrative late fees owed to the Association;
- (iii) Third, to collection costs, attorney's fees, and paralegal fees incurred by the Association; and
- (iv) Fourth, to the principal amounts the Unit Owner owes to the Association for the common expenses or enforcement Assessments chargeable against the Unit.

(9) INSERT a new SECTION F, entitled "Suspended Rights," to DECLARATION PARAGRAPH 17. Said new addition, to be added on Page 32 of the Declaration, as recorded at Summit County Records, Volume 6875, Page 361 et seq., is as follows:

F. Suspended Rights. In accordance with Ohio Revised Code Section 5311.081(B)(18), when a Unit Owner is delinquent in the payment of Assessments for more than thirty (30) days, the Board may, by a majority vote, suspend the voting privileges of the owner and/or right of the occupants to use the recreational facilities.

(10) INSERT a new 2nd PARAGRAPH to the end of BYLAWS ARTICLE IV, SECTION 5, entitled "Special Services." Said new addition, to be added on Page 11 of the Bylaws, Exhibit A of the Declaration, as recorded at Summit County Records, Volume 6875, Page 361 et seq., is as follows:

In accordance with Ohio Revised Code Section 5311.081(B)(15), the Board may impose reasonable charges to the Unit Owner for providing copies of the Declaration, Bylaws or amendments thereto as well as reasonable charges for the handling of re-financing and/or resale documentation, and/or statements of unpaid Assessments.



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(11) INSERT a new SECTION P, entitled "Owner/Resident Information," to DECLARATION PARAGRAPH 11. Said new addition, to be added on Page 20 of the Declaration, as recorded at Summit County Records, Volume 6875, Page 361 et seq., is as follows:

P. Owner/Resident Information. In accordance with Ohio Revised Code Section 5311.09(A)(2) and (3), each Unit Owner shall, within thirty (30) days of the recording of this Amendment or within thirty (30) days of title transferring to the Unit Owner, provide to the Association the Unit Owner's and/or all occupants' names, home and business mailing addresses, home and business telephone numbers, and the name, business address and business telephone number of any person who manages the Unit as an agent of that Owner. Any change in the information shall be provided to the Board, in writing, within thirty (30) days of said change.

(12) INSERT a new 2nd SENTENCE to the end of BYLAWS ARTICLE II, SECTION 6, entitled "Regular Meetings." Said new addition, to be added on Page 5 of the Bylaws, Exhibit A of the Declaration, as recorded at Summit County Records, Volume 6875, Page 361 et seq., is as follows:

In accordance with Ohio Revised Code Section 5311.08(A)(4)(a), any Board meeting may be held in person or by any method of communication, including electronic or telephonic communication, provided that each Board member can hear, participate and respond to every other Board member.

(13) INSERT a new SENTENCE to the end of BYLAWS ARTICLE V, SECTION 1, entitled "Preparation of Estimated Budget." Said new addition, to be added on Page 12 of the Bylaws, Exhibit A of the Declaration, as recorded at Summit County Records, Volume 6875, Page 361 et seq., is as follows:

In accordance with Ohio Revised Code Section 5311.21, in the alternative, if the Association has collected a Common Surplus at the end of any fiscal year, the Board may determine that such amount will be applied toward reserves.

(14) INSERT a new PARAGRAPH I to BYLAWS ARTICLE II, SECTION 8, entitled "Powers and Duties," and INSERT new SUBPARAGRAPHS (1), (2), (3) and (4), thereafter. Said new additions to be added on Page 6 of the Bylaws, Exhibit A of the Declaration, as recorded at Summit County Records, Volume 6875, Page 361 et seq., is as follows:



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John A Donofrio, Summit Fiscal Officer

I. In accordance with Ohio Revised Code Section 5311.081(B), in addition to all other powers enumerated herein, the Board may exercise all powers of the Association, including the power to do the following:

(1) Commence, defend, intervene in, settle, or compromise any civil, criminal, or administrative action or proceeding that is in the name of, or threatened against, the Association, the Board, or the Condominium Property, or that involves two or more Unit Owners and relates to matters affecting the Condominium Property;

(2) Grant easements, leases, licenses, and concessions through or over the Common Elements;

(3) Impose and collect fees or other charges for the use, rental, or operation of the Common Elements or for services provided to Unit Owners;

(4) Invest excess funds in investments that meet standards for fiduciary investments under Ohio law.

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

IN WITNESS WHEREOF, the said Greenwood Village Ironwood Trail Condominium Association, Inc. has caused the execution of this instrument this 7th day of May, 2005.

GREENWOOD VILLAGE IRONWOOD TRAIL CONDOMINIUM ASSOCIATION, INC.

By: Rosemarie Moody
ROSEMARIE MOODY, its President



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CONDO 72.00

John A Donofrio, Summit Fiscal Officer

STATE OF OHIO)
) SS
COUNTY OF SUMMIT)

BEFORE ME, a Notary Public, in and for said County, personally appeared the above named Greenwood Village Ironwood Trail Condominium Association, Inc., by Rosemarie Moody, its President, who acknowledged that she did sign the foregoing instrument, on Page 6 of 7, and that the same is the free act and deed of said corporation and the free act and deed of her personally and as such officer.

IN WITNESS WHEREOF, I have hereunto set my hand and official seal in Sagamore Hills, Ohio, this 9th day of May, 2005.

Nancy Anne Wargo
NOTARY PUBLIC

NANCY ANNE WARGO
Notary Public, State of Ohio
My Commission Expires May 5, 2006
Recorded in Summit County

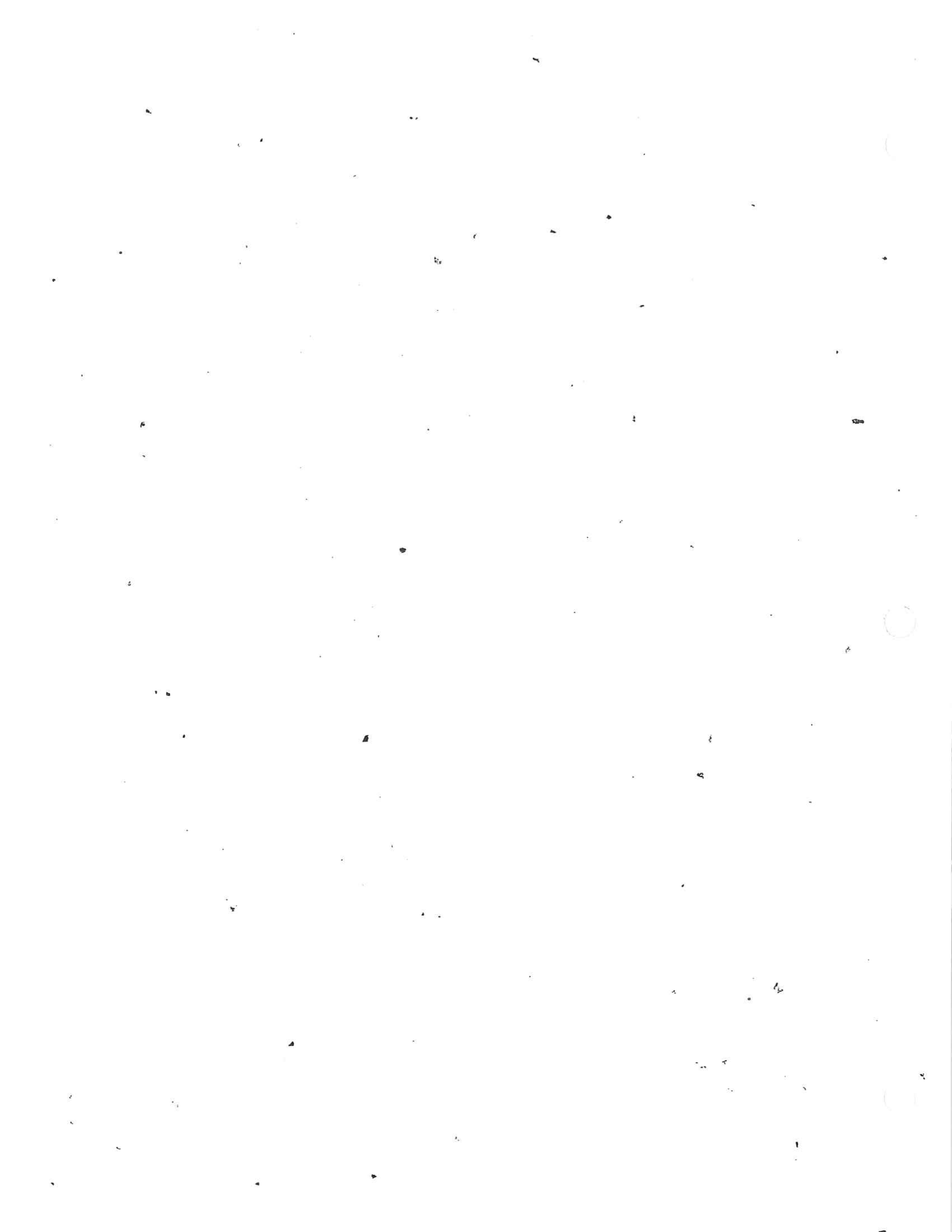


John A Donofrio, Summit Fiscal Officer

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Pg: 7 of 7
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CONDO 72.00


KAM
This instrument prepared by:
KAMAN & CUSIMANO, Attorneys at Law
50 Public Square
600 Terminal Tower
Cleveland, Ohio 44113
(216) 696-0650



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AMENDMENT TO THE
DECLARATION OF CONDOMINIUM OWNERSHIP
FOR
GREENWOOD VILLAGE IRONWOOD TRAIL CONDOMINIUMS

TRANSFER NOT NECESSARY
 John A. Donofrio, Fiscal Officer
 10-31-02

APPROVED AS TO FORM

 Assistant Prosecuting Attorney
 Summit County, Ohio

THIS WILL CERTIFY THAT A COPY OF THIS AMENDMENT TO THE DECLARATION OF CONDOMINIUM OWNERSHIP FOR GREENWOOD VILLAGE IRONWOOD TRAIL CONDOMINIUMS WAS FILED IN THE OFFICE OF THE FISCAL OFFICER OF SUMMIT COUNTY, OHIO.

DATED: 10-31-02

BY: JOHN A. DONOFRIO
 FISCAL OFFICER
By Janis Kopper
Deputy fiscal officer



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 11/04/2002 12:01P
 CONDO 32.00

AMENDMENT TO THE
DECLARATION OF CONDOMINIUM OWNERSHIP FOR
GREENWOOD VILLAGE IRONWOOD TRAIL CONDOMINIUM

WHEREAS, the Declaration of Condominium Ownership for Greenwood Village Ironwood Trail Condominium (the "Declaration") and the Bylaws of Ironwood Trail Condominium Association, Inc. (the "Bylaws"), Exhibit A to the Declaration, was recorded at Summit County Records Volume 6875, Page 361 et seq., and

WHEREAS, the Ironwood Trail Condominium Association, Inc. (the "Association") is a corporation consisting of all Unit Owners in Ironwood Trail Condominium and as such is the representative of all Unit Owners, and

WHEREAS, Article 16 of said Declaration authorizes amendments to the Declaration and Bylaws Article VI, Section 2 authorizes amendments to the Bylaws, and

WHEREAS, Unit Owners representing in excess of 75.00% of the Association's voting power have executed instruments in writing setting forth specifically the matter to be modified (the "Amendment"), and

WHEREAS, attached hereto as Exhibit A is an Affidavit of the Association's President that a copy of the Amendment was mailed by certified mail to all mortgagees on the records of the Association, and

WHEREAS, attached hereto as Exhibit B is a certification from the Association's Secretary as to the consenting mortgagees, on the records of the Association, to the Amendment, and

WHEREAS, the Association has in its records the signed, written consents to the Amendment signed by Unit Owners representing 79.48% of the Association's voting power, and

WHEREAS, the Association has in its records the power of attorney signed by Unit Owners representing 79.48% of the Association's voting power authorizing the Association's officers to execute the Amendment on their behalf, 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 Greenwood Village Ironwood Trail Condominium have in all respects been complied with.

NOW THEREFORE, the Declaration of Condominium Ownership for Greenwood Village Ironwood Trail Condominium is hereby amended by the following:

DELETE BYLAWS ARTICLE II, Section 1, entitled "Establishment of the Board" in its entirety. Said deletion to be taken from Page 4 of the Bylaws, Exhibit A of the Declaration as recorded in Summit County Records Volume 6875, Page 361 et seq.



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CONDO 32.00

John A Donofrio, Summit Fiscal Officer

INSERT a new BYLAWS ARTICLE II, Section 1, entitled "Establishment of the Board." Said addition, to be made on Page 4 of the Bylaws, Exhibit A of the Declaration as recorded in Summit County Records Volume 6875, Page 361 et seq., is as follows:

Section 1. Establishment of the Board. Beginning with the election held at the Annual Meeting first held after the recording of this amendment and, in accordance with Section 2 hereof, the Board of Trustees shall consist of three (3) persons.

MODIFY BYLAWS ARTICLE II, Section 2, entitled "Number and Qualification." Said modification, to be made on Page 4 of the Bylaws, Exhibit A of the Declaration as recorded in Summit County Records Volume 6875, Page 361 et seq., is as follows:

Section 2. Number and Qualification. Subject to the provisions of Section 1 of this Article II, the Board shall consist of ~~five~~ three (3) persons. ~~Anything herein or in the Declaration to the contrary notwithstanding, any person designated as a member of the Board by Grantor and any person nominated by Grantor for election to the Board need not be a Unit Owner or Occupant to serve on the Board.~~ All other persons nominated or elected to the Board shall be a Unit Owner and Occupant of a Unit or the legal Occupant spouse of a Unit Owner. That notwithstanding, no Unit may be represented by more than one person on the Board at any one time.

Any conflict between these provisions and any other provision of the Declaration or Bylaws shall be interpreted in favor of this amendment reducing the number of Board members from five (5) to three (3). 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 on procedural, substantive or any other grounds, provided further that any such challenge shall be brought in the court of common pleas within one year of the recording of the amendment.

IN WITNESS WHEREOF, the said Ironwood Trail Condominium Association, Inc. has caused the execution of this instrument this 22nd day of October, 2002.

IRONWOOD TRAIL CONDOMINIUM ASSOCIATION, INC.

By: Rosemarie Moody
ROSEMARIE MOODY, its President

By: Barbara LeBrun
BARBARA LeBRUN, its Secretary

STATE OF OHIO)
) SS
COUNTY OF SUMMIT)

BEFORE ME, a Notary Public, in and for said County, personally appeared the above named Ironwood Trail Condominium Association, Inc., by its President and its Secretary, who acknowledged that they did sign the foregoing instrument, on Page 3 of 6, 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 in Paganore Hills, Ohio, this 22nd day of October, 2002.

Nancy Anne Wargo
NOTARY PUBLIC

NANCY-ANNE WARGO
Notary Public, State of Ohio
My Commission Expires May 5, 2006
Recorded in Summit County

5-5-06



John A Donofrio, Summit Fiscal Officer

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CONDO 32.00

This instrument prepared by:
KAMAN & CUSIMANO, Attorneys at Law
50 Public Square
600 Terminal Tower
Cleveland, Ohio 44113
(216) 696-0650

EXHIBIT A

AFFIDAVIT

STATE OF OHIO)
)
COUNTY OF SUMMIT)

SS

ROSEMARIE MOODY, being first duly sworn, states as follows:

1. She is the duly elected and acting President of the Ironwood Trail Condominium Association, Inc.
2. As such President, she certifies that copies of the Amendment to the Declaration of Condominium Ownership for Greenwood Village Ironwood Trail Condominium were 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.
3. Further affiant sayeth naught.

Rosemarie Moody
ROSEMARIE MOODY, President

BEFORE ME, a Notary Public, in and for said County, personally appeared the above named ROSEMARIE MOODY who acknowledges 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 in Paganore Hills, Ohio, this 22nd day of October, 2002.

Nancy-Anne Wargo
NOTARY PUBLIC

NANCY-ANNE WARGO
Notary Public, State of Ohio
My Commission Expires May 5, 2006
Recorded in Summit County

54775254
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11/04/2002 12:01P
CONDO 32.00
John A Donofrio, Summit Fiscal Officer

EXHIBIT B

CERTIFICATION OF SECRETARY

The undersigned, being the duly elected and qualified Secretary of the Ironwood Trail Condominium Association, Inc., hereby certifies that there is on file in the Association's records, the names of the following mortgagees, if any, who have consented to the proposed Amendment to the Declaration of Condominium Ownership for Greenwood Village Ironwood Trail Condominium.

NONE

Barbara LeBrun

BARBARA LeBRUN, Secretary

STATE OF OHIO)
)
COUNTY OF SUMMIT) SS

BEFORE ME, a Notary Public in and for said County, personally appeared the above named BARBARA LeBRUN 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 in Sagamore Hills, Ohio, this 22nd day of October, 2002.

Nancy Anne Wargo

NOTARY PUBLIC

NANCY ANNE WARGO
Notary Public, State of Ohio
My Commission Expires May 5, 2006
Recorded in Summit County



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CONDO 32.00

AMENDMENT TO THE
DECLARATION OF CONDOMINIUM OWNERSHIP
FOR
GREENWOOD VILLAGE IRONWOOD TRAIL CONDOMINIUMS

PLEASE CROSS MARGINAL REFERENCE WITH THE DECLARATION OF CONDOMINIUM OWNERSHIP FOR GREENWOOD VILLAGE IRONWOOD TRAIL CONDOMINIUMS RECORDED AT VOLUME 6875, PAGE 361 ET SEQ. FOR THE SUMMIT COUNTY RECORDS.

THIS WILL CERTIFY THAT A COPY OF THIS AMENDMENT TO THE DECLARATION OF CONDOMINIUM OWNERSHIP FOR GREENWOOD VILLAGE IRONWOOD TRAIL CONDOMINIUMS WAS FILED IN THE OFFICE OF THE FISCAL OFFICER OF SUMMIT COUNTY, OHIO.

DATED: 8/10/16

BY: **KRISTEN M. SCALISE CPA, CFE**
FISCAL OFFICER

By: Katie Mancino
Katie Mancino

DOC # 56232236



AMENDMENT TO THE
DECLARATION OF CONDOMINIUM OWNERSHIP FOR
GREENWOOD VILLAGE IRONWOOD TRAIL CONDOMINIUMS

WHEREAS, the Declaration of Condominium Ownership for Greenwood Village Ironwood Trail Condominiums (the "Declaration") and the Bylaws of Ironwood Trail Condominium Association, Inc. (the "Bylaws"), the Declaration, were recorded at Summit County Records, Volume 6875, Page 361 et seq., and

WHEREAS, the Ironwood Trail Condominium Association, Inc. (the "Association") is a corporation consisting of all Unit Owners in Ironwood Trail Condominium and as such is the representative of all Unit Owners, and

WHEREAS, Declaration Article 16 authorizes amendments to the Declaration and Bylaws Article VI, Section 2 authorizes amendments to the Bylaws, and

WHEREAS, Unit Owners representing at least 75% 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"), and

WHEREAS, the Association has in its records the signed, written consents to Amendments B and C signed by Unit Owners representing 86.76% of the Association's voting power as of June 29, 2016, and

WHEREAS, the Association has in its records the power of attorney signed by Unit Owners representing 86.76% of the Association's voting power authorizing the Association's officers to execute Amendments B and C on their behalf, and

WHEREAS, the Association has in its records the signed, written consents to Amendment D signed by Unit Owners representing 81.91% of the Association's voting power as of June 29, 2016, and

WHEREAS, the Association has in its records the power of attorney signed by Unit Owners representing 81.91% of the Association's voting power authorizing the Association's officers to execute Amendment D on their behalf, and

WHEREAS, 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 once the Amendment is recorded with the Summit County Recorder's Office, and

WHEREAS, 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, and

WHEREAS, the proceedings necessary to amend the Declaration and Bylaws as required by Chapter 5311 of the Ohio Revised Code and the Declaration and Bylaws have in all respects been complied with.

NOW THEREFORE, the Declaration of Condominium Ownership for Greenwood Village Ironwood Trail Condominiums is amended by the following:

AMENDMENT A

[Intentionally Left Blank - Amendment Proposal Still Pending]

AMENDMENT B

DELETE DECLARATION ARTICLE 11, SECTION E entitled, "Animals and Pets." Said deletion to be taken from Page 18 of the Declaration, as recorded at Summit County Records, Volume 6875, Page 361 et seq.

INSERT a new DECLARATION ARTICLE 11, SECTION E entitled, "Animals and Pets." Said new addition, to be added on Page 18 of the Declaration, as recorded at Summit County Records, Volume 6875, Page 361 et seq., is as follows:

E. Animals and Pets. Except as expressly provided for below, pets, including rabbits, livestock, reptiles, fowl, poultry, or any other animals of any kind, are prohibited from being raised, bred, or kept in any Unit or in the Common Elements.

(i) A Unit Owner may keep dogs (excluding, however, any Prohibited Dog or dog of vicious breed, as each is further defined below), cats, and/or other domestic, household pets as defined by the Board, provided that the total number of



permitted pets will not exceed a total of two pets in the Owner's Unit, and, provided further that any permitted pet complies with the restrictions contained in this Section E.

(ii) The keeping of any permitted pet is subject to any rules and regulations the Board adopts.

(iii) No permitted pet at any time may be kept, bred, or maintained for any commercial purpose.

(iv) Any permitted pet causing or creating a nuisance or unreasonable disturbance will be permanently removed from the Condominium Property subject to these restrictions on three days' written notice from the Board.

(v) A permitted pet must be kept in a Unit and only those portions of the Condominium Property as the Board designates, unless the permitted pet is on a hand-held leash, being carried, or otherwise transported across the Condominium Property by a responsible person. Pet enclosures, shelters, stakes and tie outs are prohibited.

(vi) Pet waste is to be cleaned up immediately and all pet waste must be disposed of in the rubbish. Pet waste cans are prohibited on the outside of the Unit.

(vii) The term "household pet" does not include "exotic" animals as the Board defines and determines from time to time, including, but not limited to any pigs, snakes or other reptiles, exotic breeds, or wild hybrids.

(viii) No Rottweiler, Presa Canario, any dog commonly known as a pit bull, and any mixed breeds of the foregoing (collectively "Prohibited Dogs") may be kept, harbored, or permitted to remain on any part of the Condominium Property for any length of time.

(ix) Any "exotic" animal or Prohibited Dog kept in a Unit prior to the recording of this amendment is



"grandfathered" and permitted to remain on the Condominium Property, provided that said "exotic" animal or Prohibited Dog is registered with the Association within 30 days of the date of recording of this amendment, until its demise or relocation off the Condominium Property, at which time it may not be replaced. If an animal is considered "exotic" or a Prohibited Dog, as the Board determines, the Unit Owner must obtain and maintain liability insurance of at least \$500,000.00 per occurrence and provide proof of such insurance to the Association within 30 days of any written request from the Board.

(x) A "vicious dog" means a dog that: (1) caused injury, including death, to any person or (2) has killed another pet. Upon the Board's determination that a given dog is a vicious dog, such dog is prohibited from being kept, harbored, or permitted to remain on any part of the Condominium Property for any length of time.

(xi) Any pet above the two-pet limit residing on the Condominium Property on or before the recording of this amendment, will be permitted to remain provided that said pet is registered with the Association within 30 days of the date of recording of this amendment. Upon the relocation, removal, or demise of any such registered pet that exceeds the two-pet limit, it may not be replaced unless the pet meets all the requirements of this Section.

Any conflict between this provision and any other provisions of the Declaration and Bylaws will be interpreted in favor of this restriction on pets. 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 the 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 the amendment.



AMENDMENT C

DELETE DECLARATION ARTICLE 12 entitled, "Insurance and Reconstruction," in its entirety. Said deletion to be taken from Pages 20-27 of the Declaration, as recorded at Summit County Records, Volume 6875, Page 361 et seq.

INSERT a new DECLARATION ARTICLE 12 entitled, "Insurance and Reconstruction." Said new addition, to be added on Page 20 of the Declaration, as recorded at Summit County Records, Volume 6875, Page 361 et seq., is as follows:

12. Insurance and Reconstruction.

A. Property Insurance

(i) Coverage.

- (a) Mandatory Coverage. The Association will carry Property Insurance (also sometimes known as "casualty insurance" or "fire and extended insurance"), subject to a deductible as provided for in Section A(v) below, on all of the insurable improvements comprising the Common Elements, including the Limited Common Elements located outside the bounds of the Unit, from the perimeter drywall outward and any structural components of the building located within the Unit, and all personal property owned by the Association and for which the Association is responsible. In general terms, the Association is responsible for having Property Insurance from the backside of the Unit's perimeter drywall out, excluding the drywall. This is commonly known as a "bare walls" Property Insurance policy.



(b) Optional Coverage. The Association may, as the Board so determines, also carry Property Insurance on some or all of the fixtures, structures, components of the Unit, betterments, and other insurable installations and improvements installed within or as part of the Units. In deciding whether to increase, or later decrease the scope of Property Insurance coverage permitted by this subparagraph, the Board may, among other factors, consider the Association's insurance claim history, the financial costs to the Association and the individual Unit Owners, mortgage market requirements, and the overall state of the condominium insurance market. The Board's decision as to the scope of Property Insurance coverage will be reflected from time to time in the Board's meeting minutes. In the event of a conflict between the Board's meeting minutes and the terms of the insurance policy itself with respect to the scope of the Association's Property Insurance coverage, the Board's meeting minutes will control. The Unit Owners will have the burden to determine whether any portion of the Unit is insured under the Association's Property Insurance policy. The Association will provide the Unit Owners with at least 30 days prior written notice of any increase or decrease in the scope of Property Insurance coverage, particularly as it pertains to the Units.

(ii) Risks to be Insured and Availability of Insurance.

(a) The Association's Property Insurance will protect against loss or damage by fire and hazards now or in the future embraced by a



special form policy, and all other perils that are customarily covered by similarly constructed and situated condominium associations in Summit County, Ohio. The amount of insurance purchased must be sufficient to cover 100% of the then replacement value, less deductible, without deduction for depreciation, excluding excavation and foundation costs and other items normally excluded from such coverage.

- (b) All insurance coverage is subject to modification as the Board determines necessary based on the availability of coverage and the cost of the coverage. If the cost of 100% full replacement coverage, less the deductible, for Property Insurance is unreasonably expensive, as the Board so determines, then in no event will the coverage be in an amount less than 80% of the then current replacement cost, less the deductible and with exclusions as provided for in this Section A(ii).

(iii) Beneficiary Interests. Subject to the provisions of Section A(iv) below, the Association's Property Insurance, Liability Insurance (as defined in Section E below), and other Association insurance is for the benefit of the Association, each of the Unit Owners, and the holders of mortgages on the Ownership interests, as their interest may appear, and will provide for the issuance of certificates of insurance with mortgagees' endorsements to the holders of mortgages on the Units, if any.

(iv) Claim Filing. The Board has the sole right and authority to file, or authorize the filing of, and adjust any and all claims for damage or destruction that are or may be covered by the Association's Property Insurance policy regardless of the



person(s), including mortgagees, who may be named as an additional insured or beneficiary of such policy, as the Board determines is consistent with the intent of the Declaration and in the Association's best interests. A first mortgagee having an interest in a Unit that sustains insurable damage or destruction may, though, participate in the settlement negotiations, if any, related to such loss. The failure or refusal of the Association to process or file any claim for damage or destruction to any part of the Condominium Property under the Association's Property Insurance will not give rise to any claim against the Association or the Board. However, if no claim is filed, the Association will then self-insure the claim to the extent coverage would have been available under the Association's Property Insurance policy.

(v) Deductible. The Association's Property Insurance will include a reasonable deductible as determined by the Board. Except as provided in Section A(vi) below, the Unit Owner is responsible for any repairs or expenses up to the amount of any applicable deductible for loss or damage to their Unit and Limited Common Elements and the Association is responsible for all costs and other expenses pertaining to the Common Elements. If a single loss affects multiple portions of the Condominium Property, for example, one or more Units and the Common Elements, the repair costs and expenses not paid for by the Association's insurance proceeds are to be proportionately allocated in relation to the amount each party's claim bears to the total amount of the claim, with the party incurring the larger share of the loss responsible for the larger share of the deductible. The Association may assess the amount of any deductible expense attributable to any Unit(s), as provided for in Section A(vi) below, to the Unit Owner(s) of such Unit(s) as a Special Individual Unit Assessment.

(vi) Responsibility for Damage.

(a) Association. The Association's liability is limited to direct losses or damages resulting from its negligence or intentional



act. If any loss or repair is due to the Association's negligence or intentional act, then, in such case, the Association will be responsible for the cost of such loss or repairs to the extent not covered by any insurance policy in accordance with this Article 12, including any deductible amount.

(b) Unit Owner. If any loss or repair is due to the negligence or intentional act of a Unit Owner, or anyone the Unit Owner is responsible for, such as a family member, Occupant, tenant, guest, or contractor of the Unit Owner, or originates from the Unit Owner's Unit, then, in such case, the said Unit Owner is responsible for the cost of such loss or repairs to the extent not paid for by (or should have been covered and paid for by) any insurance policy required of the Association or any Unit Owner in accordance with this Article 12, including costs not paid for due to any insurance deductible amount.

(vii) Insurance Company Rating. All policies will be written with a company licensed to do business in the State of Ohio and, unless not reasonably available to the Association, holding a rating of "A+" or better by Standard & Poor's Insurance Ratings, or its present day equivalent.

(viii) Mortgagee and Other Additional Insurance Requirements. Notwithstanding anything to the contrary anywhere in this Article 12, the Board will have the full right and authority, but not the obligation, to purchase Property Insurance, or any other insurance policy or endorsement, that includes any and all such terms, conditions, or requirements, as the Board determines is in the Association's best interest and is necessary to comply with any requirements of the



Federal National Mortgage Association, Federal Home Loan Mortgage Corporation, the designees, successors, or assigns, or any other financial institution or government agency. If the Association provides, as the Board so decides, any additional insurance coverage beyond the minimum requirements contained in Section A(i)(a) above, for less than all the Unit Owners, the Association may levy a special assessment against only those Unit Owners so requiring such additional insurance in an amount to be determined by the Board.

(ix) Additional Endorsements. The Association's Property Insurance policy must include, as the Board so determines is reasonable from time to time, a "Building Ordinance" or "Law Coverage" Endorsement or their present day equivalent, a "Demolition Cost Endorsement" or its present day equivalent, an "Increased Cost of Construction Endorsement" or its present day equivalent, and an "Agreed Amount and Inflation Guard Endorsement" or its present day equivalent, and such other endorsements as the Board so decides on.

B. Unit Owner Insurance. Except as may be insured by the Association in accordance with Section A(i) above, each Unit Owner will separately insure those portions of their Unit from and including the Unit's unfinished surface of the perimeter drywall inward, along with any utilities and fixtures that the Unit Owner must maintain, and the Limited Common Elements. This includes, without limitation, all fixtures, perimeter and interior doors and windows and all components, interior plaster or plasterboard, drywall or other material, wall and floor coverings, appliances, and improvements within or a part of said Unit and all utilities within and serving only the said Unit. The Unit Owner will also carry insurance on the Limited Common Elements and Unit up to the amount of the Association's Property Insurance deductible when either such areas are insured by the Association. The Property Insurance carried by the Unit Owner will insure against loss by fire and other hazards and perils now or hereafter embraced by a special form policy with a maximum deductible as determined by the Board. Each Unit Owner will file a copy of the policy(ies), or such other evidence of insurance



as the Board may require, with the Association within 30 days of receipt of a request from the Association. Each Unit Owner may further separately insure the personal contents of their Unit, as well as any other personal property, which they store elsewhere on the Condominium Property. Each Unit Owner will also obtain insurance against liability for events occurring within a Unit.

C. Damage and Destruction.

(i) Immediately after the damage or destruction by fire or other casualty to all or any part of the Condominium Property covered by the Association's Property Insurance, as determined by the Board, the Board or its duly authorized agent may proceed with the filing and adjustment of all claims arising under such insurance and obtain reliable and detailed estimates of the cost of repair or reconstruction of the damaged or destroyed property. Such costs may include professional fees and premiums for such bonds as the Board deems necessary. Each Unit Owner is deemed to have delegated, and does delegate on acquisition of any title interest in a Unit, to the Board or its agent, their right to file for and adjust with insurance companies all losses under the Property Insurance policies referred to in Section A above. In furtherance of this delegation, the Board, and its authorized agents, is and are appointed the attorney-in-fact for all Unit Owners to make proof of loss, to negotiate loss adjustment, and to acknowledge receipt for any sums received on or under any and all of said policies.

(ii) In the event any damage to or destruction of the Common Elements renders 50% or more of the Units then comprised within the Condominium Property untenable, the Unit Owners may, by the vote of those entitled to exercise not less than 75% of the voting power, elect not to repair or restore such damaged part at a meeting which will be called within 90 days after the occurrence of the casualty. Upon such election, all of the Condominium Property will be subject to an action for sale as on partition at the suit of any Unit Owners. In the event of any such sale or a sale of the Condominium Property



after such election, by agreement of all Unit Owners, the net proceeds of the sale together with the net proceeds of insurance, if any, and any other indemnity arising because of such damage or destruction, will be considered as one fund and will be distributed to all Unit Owners in proportion to their respective percentages of interest in the Common Elements. No Unit Owner, however, will receive any portion of their share of such proceeds until all liens and encumbrances on their Unit have been paid, released or discharged.

D. Restoration of Buildings.

(i) Unless Unit Owners elect not to restore the damaged property as provided for in Section C(ii) above, following the occurrence of a casualty for which insurance proceeds are recovered, the Association will use insurance proceeds received to defray the cost of repairing and reconstructing all damage to or destruction of the Common Elements and Limited Common Elements the Association insures substantially as such Elements existed immediately before the damage or destruction, provided that the Board may provide for the use of such new or alternative materials as the Board reasonably determines are in the Association's best interest. Distribution and/or payment of Association insurance proceeds for the repair and reconstruction of any Unit, if any, or both, will be determined by the Board.

(ii) If the cost of the repair for the damages or destruction to the Common Elements or Limited Common Elements exceeds the amount of the insurance proceeds received, such excess may be provided for either by means of a special assessment levied by the Board against all Unit Owners or by means of an appropriation from the reserve fund or such other fund as may be established for the purpose of providing for the maintenance, repair, and replacement of the Common Elements or Limited Common Elements, as the Board, in its sole discretion, may determine. Additional assessments may be made in a like manner at any time during or following the completion of any repair or reconstruction.

(iii) If the cost of repairs to the Common Elements and the Limited Common Elements, is less than the amount of such insurance proceeds, the Association will retain the excess in either the reserve maintenance fund or such other fund as may be established for the purpose of providing for the maintenance, repair, and replacement of the Common Elements.

(iv) If the cost of the repair for the damages or destruction to the Limited Common Elements exceeds the amount of the insurance proceeds received, such excess may be provided for by means of a special assessment levied by the Board against the Unit Owner(s) having the exclusive use of such Limited Common Elements.

(v) After any damage to or destruction of their Unit and the Limited Common Elements the Unit Owner insures, each Unit Owner must restore their Unit, as defined in Declaration Article 5 and the Limited Common Elements, including utilities serving the Unit, at the Unit Owner's sole expense, to such minimum standards as the Board may at any time and/or from time to time, in its sole discretion, establish and will complete such restoration within eight months after the damage or destruction or such sooner time as the Board determines necessary to properly repair the Common Elements and/or Limited Common Elements. Minimum standards may include requiring installation of drywall finished with at least one coat of primer, basic floor coverings, and utility lines, ducts, vents, and related fixtures, and equipment.

E. Waiver of Subrogation. Each Unit Owner and Occupant, as a condition of accepting title and possession, or either one of such, of a Unit, and the Association agree that, in the event any part(s) of the Condominium Property or the fixtures or personal property of anyone located therein or thereon are damaged or destroyed by fire or other casualty that is covered by insurance of any Unit Owner, Occupant, or the Association, and the lessees of any one of them, as provided for in this Article 12, the rights of recovery and subrogation, if any, of any party or their respective insurance company, against the other, or against the employees, agents, licensees or invitees of



any party, with respect to such damage or destruction and with respect to any loss resulting therefrom are waived to the extent of the insurance proceeds actually recovered.

DELETE DECLARATION ARTICLE 13 entitled, "Rehabilitation of Existing Buildings, Structures and Other Improvements," in its entirety. Said deletion to be taken from Page 27 of the Declaration, as recorded at Summit County Records, Volume 6875, Page 361 et seq.

INSERT a new DECLARATION ARTICLE 13 entitled, "Liability Insurance and Other Insurance Coverage." Said new addition, to be added on Page 27 of the Declaration, as recorded at Summit County Records, Volume 6875, Page 361 et seq., is as follows:

13. Liability Insurance and Other Insurance Coverage.

A. The Association must insure itself, the Board of Directors, the Unit Owners and Occupants against liability for personal or bodily injury, disease, illness, or death and for injury to or destruction of property occurring on, in or about, or arising from or relating to the Common Elements, including, without limitation, water damage, legal liability, hired automobile, non-owner automobile, and off-premises employee coverage, such insurance to afford protection to a limit of not less than \$2,000,000.00 in respect to personal or bodily injury, disease, illness or death suffered by any one person, and to the limit of not less than \$2,000,000.00 in respect to any one occurrence, and to the limit of not less than \$2,000,000.00 in respect to damage to or destruction of property arising out of any one accident. All liability insurance will contain cross-liability endorsements to cover liabilities of the Unit Owners as a group to a Unit Owner. In the event the insurance effected by the Association on behalf of the Unit Owners and Occupants against liability for personal or bodily injury or property damage arising from or relating to the Common Elements will, for any reason, not fully cover any such liability, the amount of any deficit will be a Common Expense to the Unit Owners, and any Unit Owner who paid all or any portion of such deficiency in an amount exceeding their proportionate share thereof



based on their percentage of interest in the Common Elements will have a right of contribution for the other Unit Owners according to their respective percentages of interest in the Common Elements. Such policy will not insure against liability for personal or bodily injury or property damage arising out of or relating to the individual units.

B. The Association must carry worker's compensation insurance as required by law.

C. The Association must carry fidelity coverage against dishonest acts of person(s) handling Association funds.

D. The Association may carry such other insurance as the Declarant prior to the formation of the Association and the Board thereafter may determine, including, without limitation, errors and omissions insurance, liability insurance for Board members and fidelity coverage against dishonest acts of person handling Association funds.

Any conflict between the above provisions and any other provisions of the Declaration and Bylaws will be interpreted in favor of this revision of the Association's and Unit Owners' property (casualty) insurance and public liability insurance, and other insurance coverage obligations as well as property restoration responsibilities. 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 the amendment, whether on procedural, substantive, or any other grounds, provided further that any such challenge must be brought within the court of common pleas within one year of the recording of the amendment.

AMENDMENT D

DELETE BYLAWS ARTICLE II, SECTION 8, PARAGRAPH D. Said deletion to be taken from Page 6 of the Bylaws, Exhibit A of the Declaration, as recorded at Summit County Records, Volume 6875, Page 361 et seq.



INSERT BYLAWS ARTICLE II, SECTION 8, PARAGRAPH D. Said new addition, to be added on Page 6 of the Bylaws, Exhibit A of the Declaration, as recorded at Summit County Records, Volume 6875, Page 361 et seq., is as follows:

D. borrow money, assign, without limitation, the Association's right to future income, including the right to receive common assessments, insurance proceeds, and other income or compensation, as collateral for any monies borrowed, assign the Association's lien rights, and issue, sell, and/or pledge notes, bonds, and/or other evidences of indebtedness of the Association and execute related documents, provided:

(1) that any such borrowing will be limited to the purpose of acquiring funds to be used for the insurance, maintenance, repair, and/or replacement of the Condominium Property, or

(2) for such capital additions or improvements under the monetary limits and as approved by a majority of the Association's voting power that is present, in person or by proxy, at an Association meeting as provided for in Bylaws Article IV, Section 3.

Any conflict between this provision and any other provision in the Declaration and Bylaws will be interpreted in favor of this provision giving the Board, on behalf of the Association, the authority to borrow funds and assign future income as collateral for any Unit Owner approved loan for limited purposes with prior Unit Owner approval. The invalidity of any part of the above provision will 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 the 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 the amendment.



EXHIBIT A

AFFIDAVIT

STATE OF OHIO)

COUNTY OF Summit)

SS

ROSEMARIE MOODY, being first duly sworn, states as follows:

1. She is the duly elected and acting President of the Ironwood Trail Condominium Association, Inc.
2. She caused 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.

Rosemarie A Moody
 ROSEMARIE MOODY, President

BEFORE ME, a Notary Public, in and for said County, personally appeared the above named ROSEMARIE MOODY who acknowledges 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 in Sagamore Hills, Ohio, this 29th day of July, 2016.

Denise Lynn Bogucki
 NOTARY PUBLIC

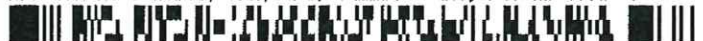
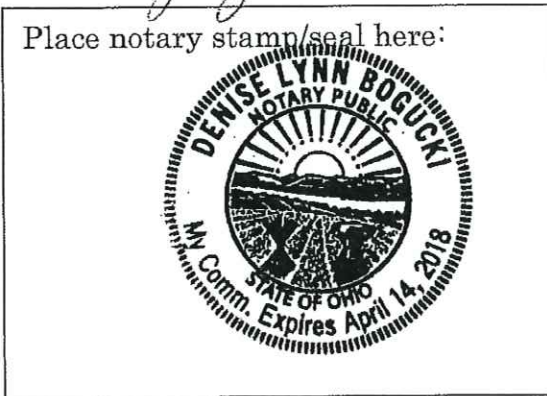


EXHIBIT B

CERTIFICATION OF SECRETARY

STATE OF OHIO)
COUNTY OF Summit) SS

GREGORY PICOULT, the duly elected and acting Secretary of the Ironwood Trail Condominium Association, Inc., certifies that there is on file in the Association's records, the names of the following mortgagees who have consented to the proposed Amendment to the Declaration: None.



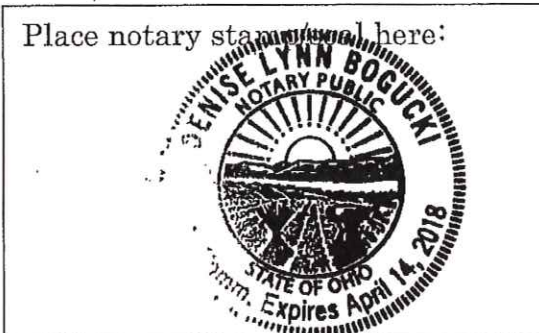
GREGORY PICOULT, Secretary

BEFORE ME, a Notary Public in and for said County, personally appeared the above named GREGORY PICOULT who acknowledged 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 in Sagamore Hills, Ohio, this 29th day of July, 2016.



NOTARY PUBLIC



9
1/11

AMENDMENTS TO THE
DECLARATION OF CONDOMINIUM OWNERSHIP
FOR
GREENWOOD VILLAGE IRONWOOD TRAIL CONDOMINIUMS

PLEASE CROSS MARGINAL REFERENCE WITH THE DECLARATION OF CONDOMINIUM OWNERSHIP FOR GREENWOOD VILLAGE IRONWOOD TRAIL CONDOMINIUMS RECORDED AT VOLUME 6875, PAGE 361 ET SEQ. OF THE SUMMIT COUNTY RECORDS.

THIS WILL CERTIFY THAT A COPY OF THIS AMENDMENT TO THE DECLARATION OF CONDOMINIUM OWNERSHIP FOR GREENWOOD VILLAGE IRONWOOD TRAIL CONDOMINIUMS WAS FILED IN THE OFFICE OF THE FISCAL OFFICER OF SUMMIT COUNTY, OHIO.

DATED: 2/6/2020

BY: KRISTEN M. SCALISE CPA, CFE
FISCAL OFFICER

By: Beverly Coble
Beverly Coble

DOC # 56524422

**AMENDMENT TO THE
DECLARATION OF CONDOMINIUM OWNERSHIP FOR
GREENWOOD VILLAGE IRONWOOD TRAIL CONDOMINIUMS**

RECITALS

A. The Declaration of Condominium Ownership for Greenwood Village Ironwood Trail Condominiums (the "Declaration") and the Bylaws of Ironwood Trail Condominium Association, Inc. (the "Bylaws"), Exhibit A the Declaration, were recorded at Summit County Records, Volume 6875, Page 361 et seq.

B. The Ironwood Trail Condominium Association, Inc. (the "Association") is a corporation consisting of all Unit Owners in Ironwood Trail Condominium and as such is the representative of all Unit Owners.

C. Declaration Article 16 authorizes amendments to the Declaration and Bylaws Article VI, Section 2 authorizes amendments to the Bylaws.

D. Unit 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 matter to be modified (the "Amendment").

E. As of January 10, 2020, Unit Owners representing 84.88 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 10, 2020, Unit Owners representing 88.99 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 B and authorizing the Association's officers to execute Amendment B on their behalf.

G. 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 once the Amendments are recorded with the Summit County Fiscal Office.

DOC # 56524422

Page 2 of 9
2/07/2020 7:58 AM Recording Fee: \$ 94.00
Kristen M. Scalise, CPA, CFE, Summit County Fiscal Officer



H. 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.

I. 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 Greenwood Village Ironwood Trail Condominiums is amended by the following:

AMENDMENT A

MODIFY THE 1st SENTENCE in DECLARATION PARAGRAPH 8, SECTION A entitled, "Responsibility of the Association." Said modification, to be made on Page 11 of the Declaration, as recorded at Summit County Records, Volume 6875, Page 361 et seq., is as follows (deleted language is crossed-out; new language is underlined):

Except as otherwise expressly provided in Paragraph 12, Section B hereof, the Association, at its expense, ~~shall~~ will be responsible for the reasonable management, maintenance, repair, replacement, alteration and improvement of the Common Elements, excluding windows, skylight windows, doors, garage doors and components including glass, screens, hardware, frames, sashes and jambs located within the perimeter walls and excluding the Limited Common Elements.

INSERT a new PARAGRAPH to the end of DECLARATION PARAGRAPH 8, SECTION A entitled, "Responsibility of the Association." Said new addition, to be added to Page 12 of the Declaration, as recorded at Summit County Records, Volume 6875, Page 361 et seq., is as follows:

In the event of any uncertainty or good faith dispute as to whether the Association or an individual Unit Owner is responsible for the maintenance, repair, or replacement of a given item, the Board's



determination, exercised in good faith, as to whether any particular maintenance, repair, or replacement to be made is the Association's or individual Unit Owner's responsibility, is final, provided that such determination must thereafter be consistently followed.

MODIFY SUBSECTION (i) in DECLARATION PARAGRAPH 8, SECTION B entitled, "Responsibility of Unit Owner." Said modification, to be made on Page 12 of the Declaration, as recorded at Summit County Records, Volume 6875, Page 361 et seq., is as follows (deleted language is crossed-out; new language is underlined):

- (i) except as otherwise expressly provided in Paragraph 12, Section B hereof, to maintain, repair and replace, at his their expense, all portions of his their Unit, and including windows, skylight windows, doors, garage doors and components including glass, screens, hardware, frames, sashes and jambs located within the perimeter walls, and all Limited Common Elements designated for his their use;

INSERT a new PARAGRAPH to the end of DECLARATION PARAGRAPH 8, SECTION B entitled, "Responsibility of Unit Owners." Said new addition, to be added to Page 12 of the Declaration, as recorded at Summit County Records, Volume 6875, Page 361 et seq., is as follows:

In the event a Unit Owner fails to make any such repair or replacement or perform such maintenance, or in the event the need for maintenance, repair, or replacement of any part of the Common Elements or Limited Common Elements is caused by the negligence or intentional act of any Unit Owner or Occupant, and the cost of repair is not covered by insurance, the cost of such maintenance and repair will constitute a special individual Unit assessment, as hereinafter defined, on the Unit owned by such Unit Owner. The determination that such maintenance, repair, or replacement is necessary, or has been so caused, will be made by the Board.

Any conflict between this provision and any other provisions of the Declaration and Bylaws will be interpreted in favor of this amendment clarifying the Unit Owners are responsible for the maintenance, repair, and replacement of the exterior windows and doors on the 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 Unit Owners of record at the time of the filing have standing to contest the validity of this amendment, whether on procedural, substantive, or any other grounds. Any challenge to the validity of this amendment must be brought in the court of common pleas within one year of the recording of this amendment.

AMENDMENT B

DELETE BYLAWS ARTICLE II, SECTION 4 entitled, "Term of Office; Resignations," in its entirety. Said deletion to be taken from Page 5 of the Bylaws, Exhibit A of the Declaration, as recorded at Summit County Records, Volume 6875, Page 361 et seq..

INSERT a new BYLAWS ARTICLE II, SECTION 4 entitled, "Term of Office; Resignations." Said new addition, to be added to Page 5 of the Bylaws, Exhibit A of the Declaration, as recorded at Summit County Records, Volume 6875, Page 361 et seq., is as follows:

Section 4. Term of Office; Resignations.

A. Each Director will hold office until the expiration of their term and until their successor is elected, or until their earlier resignation, removal from office or death.

B. Any Director may resign at any time by oral statement to that effect made at a meeting of the Board of Directors, or in writing to that effect immediately or at such other time as the resigning Director may specify.

C. At the annual meeting following the passage of this amendment, the Unit Owners will elect three Directors. The candidate receiving the greatest number of votes will be elected to serve a three-year term. The candidate receiving the 2nd greatest number of votes will be elected to serve a two-year term. The candidate receiving the 3rd greatest number of votes will be elected to serve a one-year term. This is to establish staggered elections with a 1-1-1 rotation.



D. Upon the expiration of the terms of each Director as elected in Paragraph C above, a successor, and all future Directors, will be elected to serve a term of three years.

E. Terms will be staggered so that at least 1/3rd of the Board terms will expire annually and a 1-1-1 rotation is maintained at all times.

Any conflict between this provision and any other provisions of the Declaration and Bylaws will be interpreted in favor of this amendment clarifying Board members serve staggered terms and providing for Board member terms of three years each with staggered 1-1-1 elections. The invalidity of any part of the above provision will 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 the filing have standing to contest the validity of this amendment, whether on procedural, substantive, or any other grounds. Any challenge to the validity of this amendment must be brought in the court of common pleas within one year of the recording of this amendment.

The Ironwood Trail Condominium Association, Inc. has caused the execution of this instrument this 23rd day of January, 2020.

IRONWOOD TRAIL CONDOMINIUM ASSOCIATION, INC.

By: 
GREGORY W. PICOULT, President

By: 
MARTHA W. LUDLOW, Secretary



STATE OF OHIO)
COUNTY OF Summit) SS

BEFORE ME, a Notary Public, in and for said County, personally appeared the above-named Ironwood Trail Condominium Association, Inc., by its President and its Secretary, who acknowledged that they did sign the foregoing instrument, on Page 6 of 9, 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 23rd day of January, 2020.

Denise Lynn Bogucki
NOTARY PUBLIC

Place notary stamp/seal here:



Denise Lynn Bogucki
Resident Summit County
Notary Public, State of Ohio
My Commission Expires:
April 22, 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

GREGORY W. PICOULT, being first duly sworn, states as follows:

1. He is the duly elected and acting President of the Ironwood Trail Condominium 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 Amendments are recorded with the Summit County Fiscal Office.



GREGORY W. PICOULT, President

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

I have set my hand and official seal this 23rd day of January, 2020.


NOTARY PUBLIC

Place notary stamp/seal here:



Denise Lynn Bogucki
Resident Summit County
Notary Public, State of Ohio
My Commission Expires:
April 22, 2023



EXHIBIT B

CERTIFICATION OF SECRETARY

STATE OF OHIO)
COUNTY OF Summit) SS

MARTHA W. LUDLOW, the duly elected and acting Secretary of the Ironwood Trail Condominium Association, Inc., certifies there are no, as the term is used in Declaration Article 16, "mortgagees" of record on file with the Association as no holders, insurers or guarantors of a mortgage on a Unit have given the Association a written request to receive notice of certain actions or amendments.


Martha W. Ludlow
MARTHA W. LUDLOW, Secretary

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

I have set my hand and official seal this 23rd day of January, 2020.

Denise Lynn Bogucki
NOTARY PUBLIC

Place notary stamp/seal here:



Denise Lynn Bogucki
Resident Summit County
Notary Public, State of Ohio
My Commission Expires:
April 22, 2023

AMENDMENTS TO THE
DECLARATION OF CONDOMINIUM OWNERSHIP
FOR
GREENWOOD VILLAGE IRONWOOD TRAIL CONDOMINIUMS

PLEASE CROSS MARGINAL REFERENCE WITH THE DECLARATION OF CONDOMINIUM OWNERSHIP FOR GREENWOOD VILLAGE IRONWOOD TRAIL CONDOMINIUMS RECORDED AT VOLUME 6875, PAGE 361 ET SEQ. FOR THE SUMMIT COUNTY RECORDS.

THIS WILL CERTIFY THAT A COPY OF THESE AMENDMENTS TO THE DECLARATION OF CONDOMINIUM OWNERSHIP FOR GREENWOOD VILLAGE IRONWOOD TRAIL CONDOMINIUMS WAS FILED IN THE OFFICE OF THE FISCAL OFFICER OF SUMMIT COUNTY, OHIO.

DATED: 4/11/18

BY: KRISTEN M. SCALISE CPA, CFE
FISCAL OFFICER

by [Signature]
Angela L. White

DOC # 56375300

**AMENDMENTS TO THE
DECLARATION OF CONDOMINIUM OWNERSHIP FOR
GREENWOOD VILLAGE IRONWOOD TRAIL CONDOMINIUMS**

WHEREAS, the Declaration of Condominium Ownership for Greenwood Village Ironwood Trail Condominiums (the "Declaration") and the Bylaws of Ironwood Trail Condominium Association, Inc. (the "Bylaws"), Exhibit A the Declaration, were recorded at Summit County Records, Volume 6875, Page 361 et seq., and

WHEREAS, the Ironwood Trail Condominium Association, Inc. (the "Association") is a corporation consisting of all Unit Owners in Ironwood Trail Condominium and as such is the representative of all Unit Owners, and

WHEREAS, Declaration Article 16 authorizes amendments to the Declaration and Bylaws Article VI, Section 2 authorizes amendments to the Bylaws, and

WHEREAS, Unit Owners representing at least 75% 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"), and

WHEREAS, the Association has in its records the signed, written consents to the Amendments signed by Unit Owners representing 82.67% of the Association's voting power as of February 9, 2018, and

WHEREAS, the Association has in its records the power of attorney signed by Unit Owners representing 82.67% of the Association's voting power authorizing the Association's officers to execute the Amendments on their behalf, and

WHEREAS, 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 once the Amendments are recorded with the Summit County Fiscal Office, and

WHEREAS, 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, and

WHEREAS, the proceedings necessary to amend the Declaration and Bylaws as required by Chapter 5311 of the Ohio Revised Code and the Declaration and Bylaws have in all respects been complied with.

NOW THEREFORE, the Declaration of Condominium Ownership for Greenwood Village Ironwood Trail Condominiums is amended by the following:

AMENDMENT A

DELETE the **LAST SENTENCE** from **DECLARATION ARTICLE 11, Section D** entitled, **Exterior Surfaces and Visible Areas**, in its entirety. Said deletion to be taken from Page 18 of the Declaration, as recorded at Summit County Records, Volume 6875, Page 361 et seq., is as follows (deleted language is crossed-out):

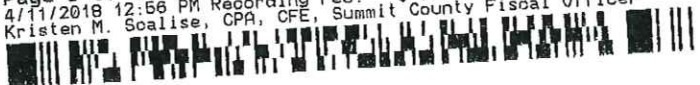
~~Further, no draperies or curtains may be placed over any glass without a solid, white color liner facing the exterior.~~

Any conflict between the above provision and any other provisions of the Declaration and Bylaws will be interpreted in favor of this amendment. The invalidity of any part of the above provision will 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 Owner of record at the time of such filing will have standing to contest the validity of this amendment, whether on procedural, substantive or any other grounds, provided further that any such challenge will be brought in the court of common pleas within one year of the recording of the amendment.

AMENDMENT B

INSERT a new **PARAGRAPH** to the end of **DECLARATION ARTICLE 7, SECTION B** entitled, **Board of Directors and Officers**. Said new addition, to be added to Page 11 of the Declaration, as recorded at Summit County Records, Volume 6875, Page 361 et seq., is as follows:

All Board Members serve as volunteers. Board Members may not advise or act on behalf of the Association in any professional capacity while serving as a member of the Board. Acting in a professional capacity includes conducting business with, contracting with or advising or providing services to the Association in exchange for compensation or without compensation, including, but not limited to, the professional capacity as an engineer, lawyer, accountant, etc. If expert opinions are required, the Board must hire a professional in that capacity or area.



MODIFY BYLAWS ARTICLE II, SECTION 8, PARAGRAPH G. Said modification, to be made on Page 6 of the Bylaws, Exhibit A of the Declaration, as recorded at Summit County Records, Volume 6875, Page 361 et seq., is as follows (deleted language is crossed-out; new language is underlined):

G. hire and fire employ lawyers, and accountants, and other independent contractors and employees to perform such legal and accounting services that the Board determines are necessary or desirable in the management or operation of the Condominium Property and the Association and as the Board may authorize; and

Any conflict between the above provision and any other provisions of the Declaration and Bylaws will be interpreted in favor of this amendment clarifying professionals must be used and Board members are volunteers only. The invalidity of any part of the above provision will 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 Owner of record at the time of such filing will have standing to contest the validity of this amendment, whether on procedural, substantive or any other grounds, provided further that any such challenge will be brought in the court of common pleas within one year of the recording of the amendment.

The Ironwood Trail Condominium Association, Inc. has caused the execution of this instrument this 3rd day of April, 2018.

IRONWOOD TRAIL CONDOMINIUM ASSOCIATION, INC.

By: Rosemarie A. Moody
ROSEMARIE A. MOODY, its President

By: Gregory Picoult
GREGORY PICOULT, its Secretary

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DOC # 56375300

Page 4 of 7
4/11/2018 12:56 PM Recording Fee: \$ 72.00
Kristen M. Scalise, CPA, CFE, Summit County Fiscal Officer



STATE OF OHIO)
COUNTY OF Summit) SS

BEFORE ME, a Notary Public, in and for said County, personally appeared the above named Ironwood Trail Condominium Association, Inc., by its President and its Secretary, who acknowledged that they did sign the foregoing instrument, on Page 4 of 6, 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 Magarow Hills, Ohio, this 3rd day of April, 2018.

Denise Lynn Bogucki
NOTARY PUBLIC

Place notary stamp/seal here:



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

Page 5 of 7

DOC # 56375300

Page 5 of 7
4/11/2018 12:56 PM Recording Fee: \$ 72.00
Kristen M. Scalise, CPA, CFE, Summit County Fiscal Officer

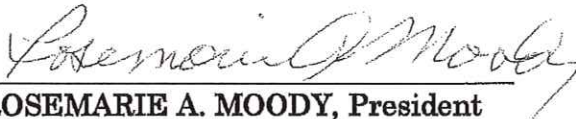
EXHIBIT A

AFFIDAVIT

STATE OF OHIO)
COUNTY OF Summit) SS

ROSEMARIE A. MOODY, being first duly sworn, states as follows:

1. She is the duly elected and acting President of the Ironwood Trail Condominium Association, Inc.
2. She 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 Amendments are recorded with the Summit County Fiscal Office.


ROSEMARIE A. MOODY, President

BEFORE ME, a Notary Public, in and for said County, personally appeared the above named **ROSEMARIE A. MOODY** who acknowledges 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 in Sagamore Hills, Ohio, this 3rd day of April, 2018.


NOTARY PUBLIC

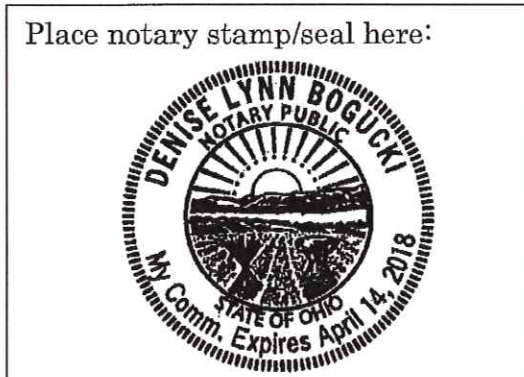
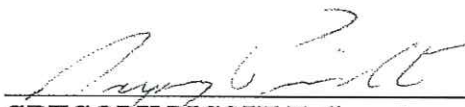


EXHIBIT B

CERTIFICATION OF SECRETARY

STATE OF OHIO)
COUNTY OF Summit) SS

GREGORY PICOULT, the duly elected and acting Secretary of the Ironwood Trail Condominium Association, Inc., certifies there are no, as the term is used in Declaration Article 16, "mortgagees" of record on file with the Association as no holders, insurers or guarantors of a mortgage on a Unit have given the Association a written request to receive notice of certain actions or amendments.



GREGORY PICOULT, Secretary

BEFORE ME, a Notary Public in and for said County, personally appeared the above named GREGORY PICOULT who acknowledged 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 in Segamore Hills, Ohio, this 3rd day of April, 2018.


NOTARY PUBLIC

