



DocId:8131501

Tx:4082989

This Conveyance has Complied with Section 315.202

Fee \$ _____ Receipt # _____

Permissive Tax _____

Exempt _____ Date 11.03.2022

By [Signature] Deputy

RALPH J. KEENE
MAHONING COUNTY AUDITOR

202200026302

Filed for Record in
MAHONING COUNTY, OHIO
NORALYNN PALERMO, RECORDER
11/04/2022 08:01 AM
AMEND CONDOMINIUM 126.00
OR Book 6546 Page 1286

14TH AMENDMENT TO THE
DECLARATION OF CONDOMINIUM OWNERSHIP
FOR
ARROWHEAD BAY CONDOMINIUMS

PLEASE CROSS MARGINAL REFERENCE WITH THE DECLARATION OF
CONDOMINIUM OWNERSHIP FOR ARROWHEAD BAY CONDOMINIUMS
RECORDED AT VOLUME 1898, PAGE 149 ET SEQ OF THE MAHONING
COUNTY RECORDS.

14TH AMENDMENT TO THE
DECLARATION OF CONDOMINIUM OWNERSHIP FOR
ARROWHEAD BAY CONDOMINIUMS

RECITALS

A. The Declaration of Condominium Ownership for Arrowhead Bay Condominiums (the "Declaration") and the Bylaws of Homeowners Association of Arrowhead Bay (the "Bylaws"), Exhibit A the Declaration, were recorded at Mahoning County Records, Volume 1898 Page 149 et seq.

B. The Homeowners Association of Arrowhead Bay (the "Association") is a corporation consisting of all Unit Owners in Arrowhead Bay Condominium and as such is the representative of all Unit Owners.

C. Declaration XVI authorizes amendments to the Declaration and Bylaws Article VII Section 3 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 matters to be modified (the "Amendments").

E. As of July 20, 2022, Unit Owners representing 75.8519 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 July 20, 2022, Unit Owners representing 82.9918 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. As of July 20, 2022, Unit Owners representing 91.0151 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 C and authorizing the Association's officers to execute Amendment C on their behalf.

H. As of July 20, 2022, Unit Owners representing 85.7877 percent of the Association's voting power have signed and delivered to the Association written consents, along with powers of attorney, in favor of Amendment E and authorizing the Association's officers to execute Amendment E on their behalf.

I. Attached as Exhibit A is an Affidavit of the Association's President, Vice President, and Secretary stating that at least 75 percent of the Association's Unit Owners approved the Amendments.

J. Attached as Exhibit B is an Affidavit of the Association's President stating that copies of the Amendments will be mailed by certified mail to all Unit Owners and all first mortgagees having bona field liens against any Unit Ownership.

K. Attached as Exhibit C is a certification of the Association's Secretary as to the consenting mortgagees, on the records of the Association, to the Amendments.

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

AMENDMENTS

The Declaration of Condominium Ownership for Arrowhead Bay Condominiums is amended by the following:

AMENDMENT A

DELETE DECLARATION ARTICLE X, SECTION 2 entitled, "PAYMENTS," in its entirety. Said deletion to be taken from Pages 21-22 of the Declaration, as recorded at Mahoning County Records, Volume 1898 Page 149 et seq.

INSERT a new DECLARATION ARTICLE X, SECTION 2 entitled, "PAYMENTS; FAILURE TO PAY ASSESSMENTS WHEN DUE." Said new addition, to be added to Page 21 of the Declaration, as recorded at Mahoning County Records, Volume 1898 Page 149 et seq, is as follows:

2. PAYMENTS; FAILURE TO PAY ASSESSMENTS WHEN DUE.

A. Payments. All assessments unless otherwise designated by the Board will be annual assessments but may be paid in monthly or quarterly installments so long as said installments are paid when due.

B. Failure to Pay Assessments When Due.

(1) In the event any Unit Owner fails to pay any Assessment made by the Board within 30 days after the same will have become due and payable, the Board may, in its discretion and in addition to any other right or remedy conferred by law or contained herein or in the Bylaws, discontinue any or all services or access to amenities to or for the Unit owned by such Unit Owner that may be included as part of the Common Expenses. Any Assessment not paid within 10 days after the same will have become due and payable, will be subject to a monthly administrative late charge established by the Board, as the Board so determines. Each Unit Owner will also be liable for any and all costs incurred by the Association in connection with the collection of delinquent Assessments from such Unit Owner, including reasonable attorneys' fees, monthly administrative late charges, court costs, and other related charges.

(2) The Association will credit any partial payment(s) made by the Unit Owner for or on any Assessment or other charges due the Association in the following order of priority:

- (a) To any interest owed to the Association;
- (b) To any administrative late fees owed to the Association;
- (c) To collection costs, attorney fees, and paralegal fees incurred by the Association; and, finally,
- (d) To the principal amounts the Unit Owner owes to the Association for the common expenses or penalty Assessments chargeable against the Unit.

Any conflict between the above modification and any other provisions of the Declaration and Bylaws will be interpreted in favor of the above amendment providing for the imposition of a reasonable late fee for overdue assessment/maintenance fee payments. 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

INSERT a new DECLARATION ARTICLE XI, SECTION 12, PARAGRAPH A, entitled, "MAXIMUM OWNERSHIP." Said new addition, to be added to Page 28 of the Declaration, as recorded at Mahoning County Records, Volume 1898 Page 149 et seq, and as amended at Instrument No. 200500008311, and further amended at Instrument No. 201100000420, is as follows:

A. MAXIMUM OWNERSHIP. To preserve this property as a community of resident Unit Owners, to remain within mortgagee owner-occupancy limitations, and to further protect and preserve the Declaration's fundamental purposes, including, without limitation, the preservation of property values and the well-being of Unit Owners and Occupants;

(1) No single person or entity, including, without limitation, any investor group, corporation, limited liability company, partnership, or trust, may have a direct or indirect ownership interest in more than 1 of the total number of Units.

(2) The above limitation on Unit ownership does not apply to the Association or the holder, guarantor, or insurer of an institutional mortgage in one or more Units, or an entity related to any of the foregoing, which acquires such Unit(s) pursuant to the remedies provided in the mortgage, including, without limitation, foreclosure sale or deed-in-lieu of foreclosure.

(3) The Board may adopt and enforce rules, policies, or definitions in furtherance, but not in contradiction, of the above provision, including, without limitation, rules to address and eliminate attempts to circumvent the purpose, meaning, or intent of the above provision.

Any conflict between the above provision and any other provisions of the Declaration and Bylaws will be interpreted in favor of the above amendment regarding the ownership of 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 these amendments, only Unit Owners of record at the time of

such filing have standing to contest the validity of these amendments, whether on procedural, substantive or any other grounds, provided further that any such challenge must be brought in the court of common pleas within one year of the recording of this amendment.

AMENDMENT C

INSERT a new DECLARATION ARTICLE XI, SECTION 14 entitled, "OCCUPANCY RESTRICTION." Said new addition, to be added to Page 28 of the Declaration, as recorded at Mahoning County Records, Volume 1898 Page 149 et seq, is as follows:

14. OCCUPANCY RESTRICTION. A person who is classified as a sex offender/child-victim offender and for whom the County Sheriff or other government entity must provide community notice of the sex offender's residential address, is prohibited from residing in or occupying a Unit and from remaining in or on the Condominium Property for any length of time. The classification of a sex offender/child-victim offender and the determination of whether notice is required is made by a court of law in accordance with the Ohio Sex Offenders Act, or similar statute from another jurisdiction as either may be amended or renamed from time to time. The Association is not liable to any Unit Owner, Occupant, or visitor of any Unit Owner, or of the Association, as a result of the Association's alleged failure, whether negligent, intentional, or otherwise, to enforce any provision of this Occupancy Restriction.

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

Intentionally Left Blank - Amendment Proposal Did Not Pass

AMENDMENT E

INSERT a new DECLARATION ARTICLE XXII, SECTION 14 entitled, "SERVICE OF NOTICES ON THE ASSOCIATION AND BOARD." Said new addition, to be added to Page 52 of the Declaration, as recorded at Mahoning County Records, Volume 1898 Page 149 et seq, is as follows:

14. NOTICES AND OTHER ACTIONS AND COMMUNICATIONS.

A. Service of Notices on the Association and Board. All notices required or permitted by the Declaration or Bylaws, to the Association or the Board, must be made in writing and sent (1) by regular U.S. mail, first-class postage prepaid, or (2) delivered in accordance with Paragraph C below, to the Board President, to any two other Board members, to the Association at the address of the Condominium Property, to the Association's manager or management company, if any, or to any other address as the Board may designate by written notice to all Unit Owners.

B. Service of Notices on Unit Owners. All notices required or permitted by the Declaration or Bylaws to any Unit Owner will be in writing and is deemed effectively given if it has been (1) personally delivered to the Unit Owner, (2) placed under or attached to the front or main entry door of the Unit Owner's Unit, (3) sent by regular U.S. mail, first-class postage prepaid, to the Unit Owner's Unit address or to another address the Unit Owner designates in writing to the Board, or (4) delivered in accordance with Paragraph C below. If there is more than one person owning a single Unit, a notice given to any one of those several persons is deemed to have been given personally to all of the persons owning an interest in the Unit.

C. New Communication Technologies.

(1) Due to the ongoing development of new technologies and corresponding changes in business practices, to the extent permitted or approved by the Board, as well as by Ohio and federal law, now or in the future, in addition to the methods described in Paragraphs A and B above, the following may be accomplished using electronic

mail or other transmission technology available at that time that is a generally accepted business practice:

(a) any notice required in the Declaration or Bylaws to be sent or received;

(b) any signature, vote, consent, or approval required to be obtained; and

(c) any payment required to be made by the Declaration or Bylaws.

(2) The use of electronic mail or other transmission technology is subject to the following:

(a) The Association may use electronic mail or other transmission technology to send any required notice only to Unit Owners, individually or collectively, who have given the Association written consent to the use of electronic mail or other transmission technology. Any Unit Owner who has not given the Association written consent to use of electronic mail or other transmission technology will receive notices, including any notice of delinquency of any payment due, in accordance with Paragraph B above.

(b) For voting on matters other than the election of Board members, the Association may provide for voting by electronic mail or other transmission technology.

(c) An electronic mail or transmission technology to a Unit Owner is not considered delivered and effective if the Association's transmission to the Unit Owner fails two consecutive times, e.g. the Association receives an "undeliverable" or similar message, or the inability to deliver the transmission to the Unit Owner becomes known to the Person responsible for sending the transmission. If the electronic mail or transmission is not delivered or

effective, the Association will deliver the notice or other communication to the Unit Owner in accordance with Paragraph B above.

Any conflict between these provisions and any other provisions of the Declaration and Bylaws will be interpreted in favor of this amendment permitting notices by regular U.S. or electronic mail and permitting the Association to use electronic communications to the extent permitted by Ohio and Federal law. The invalidity of any part of the above provision does not impair or affect in any manner the validity or enforceability of the remainder of the provision. Upon the recording of this amendment, only 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 F


Intentionally Left Blank - Amendment Proposal Did Not Pass

The Homeowners Association of Arrowhead Bay has caused the execution of this instrument this 28th day of September, 2022.

HOMEOWNERS ASSOCIATION OF ARROWHEAD BAY

By: 
WILLIAM P. EVANS, President

By: 
JAMES E. KALE, Vice President

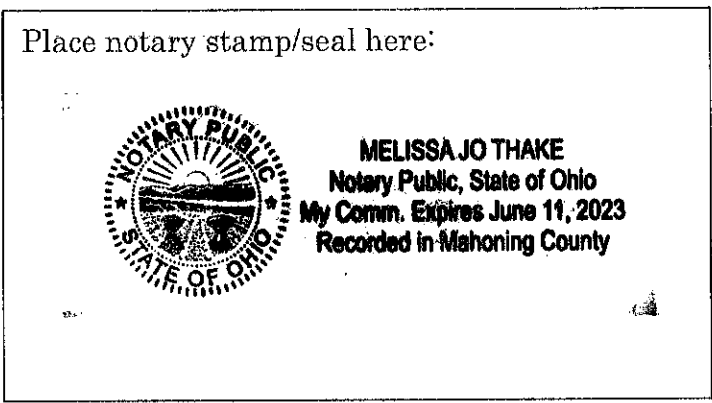
By: 
JENNIFER E. ROMAN, Secretary

STATE OF OHIO)
)
COUNTY OF Columbiana) SS

BEFORE ME, a Notary Public, in and for the County, personally appeared the above-named Homeowners Association of Arrowhead Bay, by its President, its Vice President, and its Secretary, who acknowledged that they did sign the foregoing instrument and that the same is the free act and deed of the 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 28th day of September, 2022.

Melissa Jo Thake
NOTARY PUBLIC



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


EXHIBIT A


AFFIDAVIT

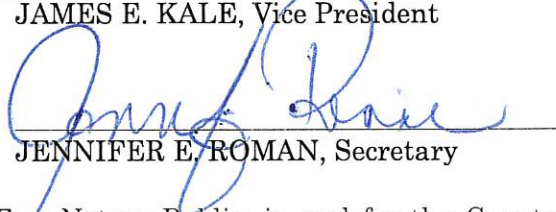
STATE OF OHIO)
)
COUNTY OF Ohio) SS

WILLIAM P. EVANS, JAMES E. KALE, and JENNIFER E. ROMAN, being first duly sworn, state as follows:

1. They are the duly elected and acting President, Vice President, and Secretary of the Homeowners Association of Arrowhead Bay.
2. The Association received the signed, written consents of Unit Owners representing at least 75 percent of the Association's voting power in favor of the Amendments to the Declaration.


 WILLIAM P. EVANS, President


 JAMES E. KALE, Vice President



 JENNIFER E. ROMAN, Secretary

BEFORE ME, a Notary Public, in and for the County, personally appeared the above-named WILLIAM P. EVANS, JAMES E. KALE, and JENNIFER E. ROMAN who acknowledges that they did sign the foregoing instrument and that the same is their free act and deed.

I have set my hand and official seal this 11 day of August, 2022.


 NOTARY PUBLIC

Place notary stamp/seal here:



STEVEN MICHAEL WEEDON
 Notary Public, State of Ohio
 My Commission Expires November 1, 2026

EXHIBIT B

AFFIDAVIT

STATE OF OHIO)
)
COUNTY OF Mahoning) SS

WILLIAM P. EVANS, being first duly sworn, states as follows:

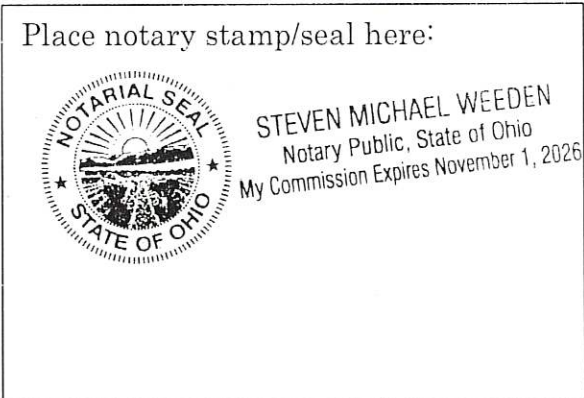
1. He is the duly elected and acting President of the Homeowners Association of Arrowhead Bay.
2. He will cause copies of the Amendments to the Declaration to be mailed by certified mail to all Unit Owners and all first mortgagees having bona fide liens of record against any Unit Ownership once the Amendments are recorded with the Mahoning County Recorder's Office.

William P. Evans
WILLIAM P. EVANS, President

BEFORE ME, a Notary Public, in and for the County, personally appeared the above-named WILLIAM P. EVANS 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 11 day of August, 2022.

Steven Michael Weeden
NOTARY PUBLIC



CERTIFICATION OF SECRETARY

JENNIFER E. ROMAN, the duly elected and acting Secretary of the Homeowners Association of Arrowhead Bay, certifies there are no, as the term is used in Declaration Article XVI, "first mortgagees" of record on file with the Association as no holders, insurers or guarantors of a first mortgage on a Unit have given the Association a written request to receive notice of certain actions or amendments and so none have consented to the Amendments.


Jennifer Roman
JENNIFER E. ROMAN, Secretary

STATE OF OHIO)
)
COUNTY OF Madison) SS

BEFORE ME, a Notary Public in and for the County, personally appeared the above-named JENNIFER E. ROMAN 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 11 day of August, 2022.

Steven Michael Weeden
NOTARY PUBLIC

Place notary stamp/seal here:

STEVEN MICHAEL WEEDEN
Notary Public, State of Ohio
My Commission Expires November 1, 2026