

Kaman & Cusimano, LLC

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David W. Kaman, Esq., Partner
50 Public Square, Suite 2000
Cleveland, Ohio 44113
dkaman@kamancus.com

December 22, 2011

Lakes at Sharrott Hill Condominium
c/o Gary Broderick, Property Manager
BrodMor, Inc.
822 East Western Reserve Road
Youngstown, Ohio 44514

Re: Ohio Condominium Act Amendments

Dear Mr. Broderick:

Enclosed, please find a copy of the fully executed and recorded Ohio Condominium Act Amendments to the Declaration of Condominium Ownership for The Lakes at Sharrott Hill Condominium. The Amendments were filed with the Mahoning County Recorder's Office on December 9, 2011, at Instrument No. 201100028435. The Amendments became binding and effective on the date they were filed.

At this point in time, your Board must provide each owner with a copy of the Amendments. Owners should be advised to file the Amendments with their respective copy of the Declaration and Bylaws and that all of the documents must be passed onto the future buyer of their unit.

With the receipt of the recorded Amendments, our work on this matter is complete and I have closed our file accordingly. Should you or any of the Board members have any questions or wish to further discuss this matter, please do not hesitate to telephone me.

Sincerely yours,



DAVID W. KAMAN

DWK:sh
Enclosure
xc: All Board Members (letter only)

CLEVELAND
Terminal Tower
50 Public Square, Suite 2000
Cleveland, Ohio 44113
(216) 696-0650
(216) 771-8478 Telefax



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Lynda L. Kovach, Esq.
50 Public Square, Suite 2000
Cleveland, Ohio 44113

December 22, 2011

Lakes at Sharrott Hill Condominium
c/o Gary Broderick, Property Manager
BrodMor, Inc.
822 East Western Reserve Road
Youngstown, Ohio 44514

Re: Board Number, Indemnification and Occupancy
Restriction Amendments

Dear Mr. Broderick:

Enclosed, please find a copy of the fully executed and recorded Amendment to the Declaration of Condominium Ownership for The Lakes at Sharrott Hill Condominium. The Amendment was filed with the Mahoning County Recorder's Office on December 9, 2011, at Instrument No. 201100028436. The Amendment became binding and effective on the date it was filed.

At this time, please send a copy to every unit owner, including the Board members. In doing so, owners should be advised to file the Amendment with their respective copy of the Declaration and Bylaws and that all of the documents must be passed onto the future buyer of their unit.

In sending out the Amendment, a cover letter should be included that advises owners that Tier III sexual offenders for whom the County Sheriff must provide notice are now prohibited from living or residing on the property. Pursuant to Ohio Revised Code Section 2950.11 the sheriff must notify either the individual owners or the Association of a Tier III sexual offender. If the Management Company and/or Association receives such notification, the Association will photocopy the notice and distribute the notice to all residents. By informing the residents of the

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presence of a Tier III sexual offender, the Board is allowing residents to take individual precautions that they deem appropriate until the Association can initiate legal action to have the Tier III sexual offender removed from the property. The letter should also advise the owners that all past, present and future Board members are now indemnified and cannot be held personally liable for any reasonable decision made in good faith on behalf of the Association.

With the receipt of the recorded Amendment, our work on this matter is complete and I have closed our file accordingly.

Should you or any of the Board members have any questions or wish to further discuss this matter, please do not hesitate to telephone me.

Sincerely yours,

A handwritten signature in black ink, appearing to read "Lynda L. Kovach". The signature is fluid and cursive, with a large initial "L" and a long, sweeping underline.

LYNDA L. KOVACH

LLK: sh

Enclosure

xc: All Board Members (letter only)

This Conveyance has Complied with Section 315.202

Fee \$ _____ Receipt# Condo A

Permissive Tax _____

Exempt Date 12-7-11

By [Signature] Deputy
Notary Public

201100028435
Filed for Record in
MAHONING COUNTY, OHIO
MORALYNN PALERMO, RECORDER
12-09-2011 At 11:48 am.
AM CONDO 56.00
OR Book 5936 Page 802 - 806

AMENDMENTS TO THE
DECLARATION OF CONDOMINIUM OWNERSHIP
FOR
THE LAKES AT SHARROTT HILL CONDOMINIUM

PLEASE CROSS MARGINAL REFERENCE WITH THE DECLARATION OF CONDOMINIUM OWNERSHIP FOR THE LAKES AT SHARROTT HILL CONDOMINIUM RECORDED AT OR 5583, PAGE 185 ET SEQ. OF THE MAHONING COUNTY RECORDS.

AMENDMENTS TO THE
DECLARATION OF CONDOMINIUM OWNERSHIP FOR
THE LAKES AT SHARROTT HILL CONDOMINIUM

WHEREAS, the Declaration of Condominium Ownership for The Lakes at Sharrott Hill Condominium (the "Declaration") and the Bylaws of The Lakes at Sharrott Hill Condominium Unit Owners Association, Inc. (the "Bylaws"), Exhibit G to the Declaration, were recorded at Mahoning County Records OR 5583, Page 185 et seq., and

WHEREAS, Section 5311.05(E)(1) of the Ohio Revised Code 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 and Bylaws as permitted by Chapter 5311 of the Ohio Revised Code and the Declaration of Condominium Ownership for The Lakes at Sharrott Hill Condominium have in all respects been complied with.

NOW THEREFORE, the Declaration of Condominium Ownership for The Lakes at Sharrott Hill Condominium 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 "Fines" shall be replaced with the term "Enforcement Assessments."

(4) INSERT a new 2nd PARAGRAPH to the end of DECLARATION ARTICLE XVII, SECTION 17.1, entitled "General." Said new addition, to be added on Page 35 of the Declaration, as recorded at Mahoning County Records, OR 5583, Page 185 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:

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

(5) MODIFY the 5th PARAGRAPH of BYLAWS ARTICLE II, SECTION 1, entitled "Board of Directors," and INSERT a new SENTENCE thereafter. Said modification, to be made on Page 5 of the Bylaws, Exhibit G of the Declaration, as recorded at Mahoning County Records, OR 5583, Page 185 et seq., is as follows: (deleted language is crossed out; new language is underlined)

After the Turnover Date, all members of the Board shall be Unit owners or the spouse of a Unit Owner. That notwithstanding, no one (1) Unit may be represented by more than one (1) Person on the Board at any one (1) time.

(6) INSERT a new 2nd SENTENCE to the end of BYLAWS ARTICLE II, SECTION 9, entitled "Quorum." Said new addition, to be added on Page 7 of the Bylaws, Exhibit G of the Declaration, as recorded at Mahoning County Records, OR 5583, Page 185 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.

(7) 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 The Lakes at Sharrott Hill Condominium Unit Owners Association, Inc. has caused the execution of this instrument this 14 day of OCTober, 2011.

THE LAKES AT SHARROTT HILL CONDOMINIUM UNIT OWNERS
ASSOCIATION, INC.

By: James Hall
JAMES HALL, its President

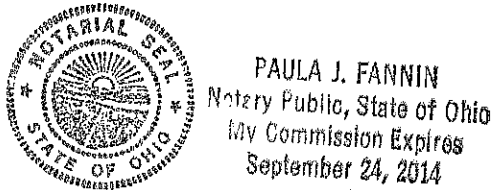
STATE OF OHIO)
) SS
COUNTY OF MAHONING)

BEFORE ME, a Notary Public, in and for said County, personally appeared the above named The Lakes at Sharrott Hill Condominium Unit Owners Association, Inc., by James Hall , its President, who acknowledged that he did sign the foregoing instrument, on Page 4 of 5, and that the same is the free act and deed of said corporation and the free act and deed of him personally and as such officer.

IN WITNESS WHEREOF, I have hereunto set my hand and official seal in Youngstown, Ohio, this 14 day of October, 2011.

Paula J. Fannin
NOTARY PUBLIC

Place notary stamp/seal here:



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

This Con... is recorded with Section 315.202
Fee S... Receipt # Condo A
Permit
Exon... Date 12-7-11
By [Signature] Deputy
AUDITOR

201100028436
Filed for Record in
MAHONING COUNTY, OHIO
NORALYNN PALERMO, RECORDER
12-09-2011 At 11:48 am.
AM CONDO \$8.00
OR Book 5936 Page 807 - 815

AMENDMENTS TO THE
DECLARATION OF CONDOMINIUM OWNERSHIP
FOR
THE LAKES AT SHARROTT HILL CONDOMINIUM

PLEASE CROSS MARGINAL REFERENCE WITH THE DECLARATION OF
CONDOMINIUM OWNERSHIP FOR THE LAKES AT SHARROTT HILL
CONDOMINIUM RECORDED AT OR 5583, PAGE 185 ET SEQ. OF THE
MAHONING COUNTY RECORDS.

AMENDMENTS TO THE
DECLARATION OF CONDOMINIUM OWNERSHIP FOR
THE LAKES AT SHARROTT HILL CONDOMINIUM

WHEREAS, the Declaration of Condominium Ownership for The Lakes at Sharrott Hill Condominium (the "Declaration") and the Bylaws of The Lakes at Sharrott Hill Condominium Unit Owners Association, Inc. (the "Bylaws"), Exhibit G to the Declaration, were recorded at Mahoning County Records OR 5583, Page 185 et seq., and

WHEREAS, The Lakes at Sharrott Hill Condominium Unit Owners Association, Inc. (the "Association") is a corporation consisting of all Unit Owners in the Lakes at Sharrott Hill and as such is the representative of all Unit Owners, and

WHEREAS, Article XIX of said Declaration authorizes amendments to the Declaration and Bylaws Article X authorizes amendments to the Bylaws, and

WHEREAS, Unit Owners representing at least 75% of the Association's current voting power 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 A, B, and C signed by Unit Owners representing 77.14% of the Association's voting power as of August 24, 2011, and

WHEREAS, the Association has in its records the power of attorney signed by Unit Owners representing 77.14% of the Association's voting power authorizing the Association's officers to execute Amendments A, B, and C on their behalf, and

WHEREAS, attached hereto as Exhibit A is a certification of the Association's President and Secretary stating that the Amendments were duly adopted in accordance with the Declaration provisions, and

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

NOW THEREFORE, the Declaration of Condominium Ownership for The Lakes at Sharrott Hill Condominium is hereby amended by the following:

AMENDMENT A

DELETE DECLARATION ARTICLE IX, SECTION 9.4 entitled, "Board of Directors," in its entirety. Said deletion to be taken from Pages 16-17 of the Declaration, as recorded at Mahoning County Records, OR 5583, Page 185 et seq.

INSERT a new DECLARATION ARTICLE IX, SECTION 9.4 entitled, "Board of Directors." Said new addition, to be added on Page 16 of the Declaration, as recorded at Mahoning County Records, OR 5583, Page 185 et seq., is as follows:

Section 9.4. Board of Directors. Following the recording of this amendment, the Board of Directors shall consist of five (5) persons, all of whom must be Unit Owners or spouses of Unit Owners and a member in good standing; provided, however, that no Unit may be represented by more than one (1) person on the Board at any one time. As used in this Section, "good standing" requires that the member not be more than thirty (30) days delinquent in the payment of any fees and/or Assessments owed to the Association. Furthermore, any Board Member who becomes delinquent for more than thirty (30) days while serving on the Board may be removed by a majority vote of the remaining Board Members.

The terms of the five Directors shall be three (3) years, however, the terms shall be staggered so that at least one-fifth of the Board shall expire annually; provided, however, that all times a 2-2-1 rotation is maintained.

DELETE BYLAWS ARTICLE II, SECTION 1 entitled, "Board of Directors," in its entirety. Said deletion to be taken from Page 5 of the Bylaws, Exhibit G of the Declaration, as recorded at Mahoning County Records, OR 5583, Page 185 et seq., and as amended.

INSERT a new BYLAWS ARTICLE II, SECTION 1 entitled, "Board of Directors." Said new addition, to be added on Page 5 of the Bylaws, Exhibit G of the Declaration, as recorded at Mahoning County Records, OR 5583, Page 185 et seq., is as follows:

Section 1. Board of Directors. Following the recording of this amendment, the Board of Directors shall consist of five (5) persons, all

of whom must be Unit Owners or spouses of Unit Owners and a member in good standing; provided, however, that no Unit may be represented by more than one (1) person on the Board at any one time. As used in this Section, "good standing" requires that the member not be more than thirty (30) days delinquent in the payment of any fees and/or Assessments owed to the Association. Furthermore, any Board Member who becomes delinquent for more than thirty (30) days while serving on the Board may be removed by a majority vote of the remaining Board Members.

The terms of the five Directors shall be three (3) years, however, the terms shall be staggered so that at least one-fifth of the Board shall expire annually; provided, however, that all times a 2-2-1 rotation is maintained.

Any conflict between this provision and any other provisions of the Declaration and Bylaws shall be interpreted in favor of this amendment regarding the number and qualifications of Board members. 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.

AMENDMENT B

INSERT a new BYLAWS ARTICLE II, SECTION 16 entitled, "Indemnification of Board Members and Officers." Said new addition, to be added on Page 10 of the Bylaws, Exhibit "G" of the Declaration, as recorded at Mahoning County Records, OR 5583, Page 185 et seq., is as follows:

Section 16. Indemnification of Board Members and Officers.
The Association shall indemnify any member of the Board of Directors or officer of the Association or any former Board member or officer of the Association and/or its or their respective heirs, executors and administrators, against reasonable expenses, including attorneys' fees, judgments, decrees, fines, penalties or amounts paid

in settlement, actually and necessarily incurred by him/her in connection with the defense of any pending or threatened action, suit, or proceeding, criminal or civil, to which he/she is or may be made a party by reason of being or having been such Board member or officer of the Association, provided it is determined, in the manner set forth below, that (1) such Board member or officer of the Association was not and is not adjudicated to have been grossly negligent or guilty of misconduct in the performance of his/her duty to the Association; (2) such Board member or officer acted in good faith in what he/she reasonably believed to be in, or not opposed to, the Association's best interest; (3) in any criminal action, suit or proceeding, such Board member or officer had no reasonable cause to believe that his/her conduct was unlawful; and (4) in case of settlement, the amount paid in the settlement was reasonable.

The above determination required shall be made by written opinion of independent legal counsel the Board chooses. Notwithstanding the opinion of legal counsel, to the extent that a Board member or officer is successful in defense of any action, suit or proceeding, or in the defense of any claim, issue or matter, he/she shall, in that event, be indemnified.

(a) Advance of Expenses. The Association may advance funds to cover expenses, including attorneys' fees, with respect to any pending or threatened action, suit, or proceeding prior to the final disposition upon receipt of a request to repay such amounts.

(b) Indemnification Not Exclusive; Insurance. The indemnification provided for in this Section shall not be exclusive, but shall be in addition to any other rights to which any person may be entitled under the Articles of Incorporation, the Declaration, these Bylaws or rules and regulations of the Association, any agreement, any insurance provided by the Association, the provisions of Section 1702.12(E) of the Ohio Revised Code and its successor statutes, or otherwise. The Association shall purchase and maintain insurance on behalf of any Person who is or was a Board member or officer of the Association against any liability asserted against him/her or incurred by him/her in such capacity or arising out of his/her status as a Board member or officer of the Association.

(c) Board Member and Officers Liability. The Board members and officers of the Association shall not be personally liable to the Unit Owners for any mistake of judgment, negligence, or otherwise, except for their own willful misconduct or bad faith. The Association's indemnification shall include, but not limited to, all contractual liabilities to third parties arising out of contracts made on behalf of the Association and every contract or agreement made by any Board member or officer of the Association shall mean that such Board member or officer of the Association is acting only as a representative of the Association and shall have no personal liability, except with respect to any such contracts made in bad faith or contrary to the provisions of the Declaration or these Bylaws and/or as a Unit Owner.

(d) Cost of Indemnification. Any sum paid or advanced by the Association under this Section shall constitute a Common Expense. The Board shall have the power and the responsibility to raise, by special Assessment or otherwise, any sums required to discharge the Association's obligations under this Section; provided, however, that the liability of any Unit Owner arising out of the contract made by any Board member or officer of the Association, or out of the aforesaid indemnity in favor of such Board member or officer of the Association, shall be limited to such proportion of the total liability as said Unit Owner's pro rata share bears to the total percentage interest of all the Unit Owners as members of the Association.

Any conflict between this provision and any other provisions of the Declaration and Bylaws shall be interpreted in favor of this amendment for the indemnification of Board members and officers of the Association. 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.

AMENDMENT C

INSERT a new DECLARATION ARTICLE IV, SECTION 4.2, PARAGRAPH S entitled, "Occupancy Restriction." Said new addition, to be added on Page 10 of the Declaration, as recorded at Mahoning County Records, OR 5583, Page 185 et seq., is as follows:

- S. Occupancy Restriction. A person who is classified a Tier III or Tier II sexual offender/child-victim offender, or any future equivalent classification, and for whom the County Sheriff or other government entity must provide community notification of the sex offender's residence is prohibited from residing in or occupying a Unit or remaining in or on the Condominium Property for any length of time. The classification of a sexual offender/child-victim offender and determination of whether notice is required is made by a court of law pursuant to the Ohio Sex Offenders Act, as may be amended and/or renamed from time to time, or similar statute from another jurisdiction. The Association shall not, however, be liable to any Unit Owner or Occupant, or anyone visiting any Unit Owner or the Association, as a result of the Association's alleged failure, whether negligent, intentional, or otherwise, to enforce the provisions of this restriction.

Any conflict between this provision and any other provisions of the Declaration and Bylaws shall be interpreted in favor of this restriction on the occupancy of Units. 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 The Lakes at Sharrott Hill Condominium Unit Owners Association, Inc. has caused the execution of this instrument this 14 day of October, 2011.

THE LAKES AT SHARROTT HILL CONDOMINIUM UNIT OWNERS ASSOCIATION, INC.

By: James Hall
JAMES HALL, its President

By: Mary Ann Fees
MARY ANN FEES, its Secretary

STATE OF OHIO)
) SS
COUNTY OF Mahoning)

BEFORE ME, a Notary Public, in and for said County, personally appeared the above named The Lakes at Sharrott Hill Condominium Unit Owners Association, Inc., by its President and its Secretary, who acknowledged that they did sign the foregoing instrument and that the same is the free act and deed of said corporation and the free act and deed of each of them personally and as such officers.

IN WITNESS WHEREOF, I have hereunto set my hand and official seal in Youngstown, Ohio, this 14 day of October, 2011.

Paula J Fannin
NOTARY PUBLIC

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


Place notary stamp/seal here:

PAULA J. FANNIN
Notary Public, State of Ohio
My Commission Expires
September 24, 2014

EXHIBIT A

CERTIFICATION OF PRESIDENT AND SECRETARY

The undersigned, being the duly elected and qualified President and Secretary of The Lakes at Sharrott Hill Condominium Unit Owners Association, Inc., hereby certifies that the Amendments to the Declaration were duly adopted in accordance with the provisions of Declaration Article XIX.

James Hall

JAMES HALL, President

Mary Ann Fees

MARY ANN FEES, Secretary

STATE OF OHIO)
))
COUNTY OF *Mahoning*)) **SS**


BEFORE ME, a Notary Public, in and for said County, personally appeared the above named **JAMES HALL** and **MARY ANN FEES** who acknowledges that they did sign the foregoing instrument and that the same is their free act and deed.

IN TESTIMONY WHEREOF, I have hereunto set my hand and official seal in Youngstown, Ohio, this 14 day of October, 2011.

Paula J. Fannin

NOTARY PUBLIC

Place notary stamp/seal here:



PAULA J. FANNIN
Notary Public, State of Ohio
My Commission Expires
September 24, 2014