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TRANSFER NOT NECESSARY  
IN COMPLIANCE WITH SEC. 319.202 R.C  
ANITA LOPEZ, AUDITOR  
LUCAS COUNTY, OHIO  
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Lucas County Recorder DEED

AMENDMENTS TO THE  
DECLARATION OF CONDOMINIUM OWNERSHIP  
FOR  
MALLARD RUN CONDOMINIUM

PLEASE CROSS MARGINAL REFERENCE WITH THE DECLARATION OF  
CONDOMINIUM OWNERSHIP FOR MALLARD RUN CONDOMINIUM  
RECORDED AT INSTRUMENT NO. 198707140489465 (VOLUME 87, PAGE  
320A01 ET SEQ.) OF THE LUCAS COUNTY RECORDS.

PLAT MAP RECORDED AT PLAT VOLUME 115, PAGE 59 ET SEQ. OF THE  
LUCAS COUNTY RECORDS.

AMENDMENTS TO THE  
DECLARATION OF CONDOMINIUM OWNERSHIP FOR  
MALLARD RUN CONDOMINIUM

RECITALS

A. The Declaration of Condominium Ownership for Mallard Run Condominium (the "Declaration") and the Bylaws of Mallard Run Condominium Association (the "Bylaws"), Exhibit C the Declaration, were recorded at Lucas County Records, Instrument No. 198707140489465 (Volume 87, Page 320A01 et seq.).

B. The Mallard Run Condominium Association (the "Association") is a corporation consisting of all Family Unit Owners in Mallard Run Condominium and as such is the representative of all Family Unit Owners.

C. Declaration Article XV, Section A authorizes amendments to the Declaration and Bylaws Article X authorizes amendments to the Bylaws.

D. Family Unit Owners representing at least 75 percent of the Association's current voting power have executed instruments in writing setting forth specifically the matters to be modified (the "Amendments").

E. As of July 25, 2018, Family Unit Owners representing 96 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 25, 2018, Family Unit Owners representing 100 percent of the Association's voting power have signed and delivered to the Association written consents, along with powers of attorney, in favor of Amendments B, C, D, E, F, G, H, I, and J and authorizing the Association's officers to execute Amendments B, C, D, E, F, G, H, I, and J on their behalf.

G. Copies of the Amendments were mailed to all mortgagees having bona fide liens of record against any Family Unit ownerships as reported by the Family Unit Owners.

H. There is on file in the Association's records the express consent from Directions Credit Union, Farms & Merchants State Bank, First Federal, Freedom Mortgage Corp., and Home Savings.

I. Attached 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.

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 Family Unit Owners and all mortgagees on the records of the Association once the Amendments are recorded with the Lucas County Recorder's Office and the consenting eligible mortgagees, on the records of the Association, to the Amendments.

K. 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 Mallard Run Condominium is amended by the following:

### AMENDMENT A

INSERT a new DECLARATION ARTICLE IV, SECTION O entitled, "Occupancy Restriction." Said new addition, to be added to Page 31 of the Declaration, as recorded at Lucas County Records, Instrument No. 198707140489465 (Volume 87, Page 320A01 et seq.), is as follows:

O. Occupancy Restriction. A person who is classified as a Tier II or Tier III sex offender/child-victim offender, or any future equivalent classification under the law, 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 family 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 Owner, occupant, or visitor of any 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 family 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 Owners of record at the time of such filing have standing to contest the validity of this 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 this amendment.

#### AMENDMENT B

INSERT a new PARAGRAPH to the end of DECLARATION ARTICLE VI, SECTION E (1). Said new addition, to be added to Page 38 of the Declaration, as recorded at Lucas County Records, Instrument No. 198707140489465 (Volume 87, Page 320A01 et seq.), is as follows:

An Owner who fails to pay any assessment(s) within 10 days after same have become due and payable, is liable for any late charges as established by the Board and for any and all costs and expenses the Association incurs, including attorneys' fees, recording costs, title reports, and court costs, in connection with the collection of said assessment(s) and any other charges or monies the Owner owes to the Association. An Owner is further liable for all costs and expenses the Association incurs in any action in which the Association is named as a party by any mortgagee or other creditor of the Owner.

INSERT a new PARAGRAPH to the end of DECLARATION ARTICLE V. Said new addition, to be added to Page 31 of the Declaration, as recorded at Lucas County Records, Instrument No. 198707140489465 (Volume 87, Page 320A01 et seq.), is as follows:

The Board may levy reasonable enforcement assessments against any Owner who, whether by their own conduct, action or inaction or the conduct, action or inaction of any occupant or guest of their family unit, violates any provision of the Declaration, Bylaws, or Rules and regulations. The Board may also assess reasonable charges for any damage and for repair of the damage to the Common Elements or any other part of the condominium property that the Association is responsible to maintain that is caused by the conduct, action, or inaction of the Owner, occupant, or guest of an Owner. The Owner must pay to the Association, in addition to any other sums due, any enforcement assessments levied, any charges for damage, and all fees, costs, and expenses the Association incurs, including reasonable attorneys' fees and court costs, in connection with the enforcement of any provision of the Declaration, Bylaws, or Rules and regulations. The enforcement assessments, charges for damage, fees, costs, and expenses will be levied as a special individual Unit assessment against the family unit, and is the personal obligation of the Owner. The Association, in addition to all other remedies available, has the right to place a lien on the estate or interest in the family unit of the Owner as further explained and set forth in Declaration Article VI.

Any conflict between these provisions and any other provisions of the Declaration and Bylaws will be interpreted in favor of this amendment regarding the cost of collection and cost of enforcement. 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 Owners of record at the time of such filing have standing to contest the validity of this 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 this amendment.

### AMENDMENT C

INSERT a new DECLARATION ARTICLE XIII, SECTION K entitled, "Notices." Said new addition, to be added to Page 62 of the Declaration, as recorded at Lucas County Records, Instrument No. 198707140489465 (Volume 87, Page 320A01 et seq.), is as follows:

K. Notices. All notices required to be sent are subject to the following provisions:

1. All notices required or permitted under the Declaration or Bylaws, to the Association or the Board, must be made in writing and sent by regular U.S. mail, first-class postage prepaid, to the Board of Directors or the Association at the address of the condominium property or to such other address as the Board of Directors may designate by a notice in writing to all Owners.

2. All notices required or permitted under the Declaration or Bylaws to any Owner must be hand-delivered, sent by electronic mail, or sent by regular U.S. mail, first-class postage prepaid, to such Owner's family unit address or to such other address designated by the Owner in writing to the Board. Any notice required or permitted to be given to any occupant of a family unit other than an Owner will effectively be given if hand-delivered or sent by regular U.S. mail, first-class postage prepaid, to the family unit address.

3. In addition to the methods described in Paragraphs 1 and 2 above, due to the ongoing development of new technologies and corresponding changes in business practices, to the extent permitted by Ohio and federal law, as well as by the Board, now or in the future: (1) any notice required in the Declaration or Bylaws to be sent or received; (2) any signature, vote, consent, or approval required to be obtained; or (3) any payment required to be made, under the Declaration or Bylaws, may be accomplished or required using the most advanced technology available at that time provided such use is a generally accepted business practice. This

includes, without limitation, the use of electronic mail or other electronic transmission in lieu of any Association required written notice to Owners, individually or collectively, to or from any Owner who has given the Association written consent to such use of electronic mail or other electronic transmission, and for the Association to properly and effectively receive any Owner's signature, vote, consent, or approval the Association needs or requires, subject to the following:

i. For voting on matters other than the election of Board members, the Association may provide for voting by electronic transmission. However, if the Association cannot guarantee the anonymity of a Owner's vote, the Association must provide the Owner with the option of casting an anonymous printed ballot, which includes, when necessary, the Owner's percentage of ownership interest.

ii. An electronic mail or other electronic transmission to an Owner is not considered delivered and effective if the Association's transmission to the Owner fails two consecutive times, e.g. the Association receives an "undeliverable" or similar message, or the inability to deliver the transmission to the Owner becomes known to the person responsible for sending the transmission. If the electronic mail or other electronic transmission is not delivered or effective, the Association will deliver such notice or other communication to the Owner in writing by regular U.S. mail to the Owner's family unit or last known address, by hand delivery to the Owner, or by leaving the notice under or attached to the front door of the Owner's family unit.

iii. Any Owner who has not given the Association written consent to such use of electronic mail or other electronic transmission will receive notices, including any notice of delinquency of any payment due, either by personal delivery to the Owner, by leaving the notice under or attached to the front door of the Owner's

family unit, or regular mail to the Owner's family unit or last known address.

Any conflict between this provision 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 Owners of record at the time of such filing have standing to contest the validity of this 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 this amendment.

#### AMENDMENT D

INSERT a new Paragraph to the end of DECLARATION ARTICLE VI, SECTION A. Said new addition, to be added to Page 32 of the Declaration, as recorded at Lucas County Records, Instrument No. 198707140489465 (Volume 87, Page 320A01 et seq.), is as follows:

The Association, as the Board so determines, may establish one or more required or preferred method(s) of payment of Assessments and other charges due to the Association, such as by automated clearing house or other means of payment. If the Board does establish a preferred form(s) of payment, the Association may impose a surcharge or other fee for the use of non-preferred form(s) of payment, such as check, credit card, or cash.

Any conflict between the above provision and any other provisions of the Declaration and Bylaws will be interpreted in favor of this amendment authorizing the Board to establish a required or preferred method(s) of payment of assessments, and other charges and fees due to the Association. 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 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 E

INSERT a new PARAGRAPH to the end of DECLARATION ARTICLE VIII, SECTION B. Said new addition, to be added to Page 49 of the Declaration, as recorded at Lucas County Records, Instrument No. 198707140489465 (Volume 87, Page 320A01 et seq.), is as follows:

The Association's Property Insurance will include a reasonable deductible as determined by the Board. The Owner is responsible for any repairs or expenses up to the amount of any applicable deductible for loss or damage to their family 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 family units and the common elements, the repair costs and expenses not paid for by the 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 family unit(s) to the Owner(s) of such family unit(s) in accordance with Article VI.

Any conflict between the above provision and any other provisions of the Declaration and Bylaws will be interpreted in favor of this provision modifying the deductible requirements for the Association's insurance coverage. 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 Owners of record at the time of such filing have standing to contest the validity of this 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 this amendment.

## AMENDMENT F

DELETE BYLAWS ARTICLE III, SECTION 2 entitled, "Annual Meeting," in its entirety. Said deletion to be taken from Page 2 of the Bylaws, Exhibit C of the Declaration, as recorded at Lucas County Records, Instrument No. 198707140489465 (Volume 87, Page 320A01 et seq.).

INSERT a new BYLAWS III, SECTION 2 entitled, "Annual Meeting." Said new addition, to be added to Page 2 of the Bylaws, Exhibit C of the Declaration, as recorded at Lucas County Records, Instrument No. 198707140489465 (Volume 87, Page 320A01 et seq.), is as follows:

2. ANNUAL MEETINGS: For the election of Directors, the presentation of reports, and the transaction of such other business as is set forth in the meeting notice, the Association's annual meeting will be held at such time, at such place, and on such date during the second quarter of each calendar year as the Board determines and as stated in the meeting notice.

Any conflict between the above provision and any other provisions of the Declaration and Bylaws will be interpreted in favor of this amendment changing the date for holding the annual meeting. 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 Owners of record at the time of such filing have standing to contest the validity of this 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 this amendment.

## AMENDMENT G

INSERT a new BYLAWS ARTICLE IV, SECTION 14 entitled, "Indemnification of Directors, Officers, and Committee Members." Said new addition, to be added to Page 9 of the Bylaws, Exhibit C of the Declaration, as recorded at Lucas County Records, Instrument No. 198707140489465 (Volume 87, Page 320A01 et seq.), is as follows:

14. Indemnification of Directors, Officers, and Committee Members: The Association must indemnify and defend (as provided below): (1) any current or former Director, (2) any current or former Association officer, (3) any current or former Association committee member, or (4) any of said Director's, officer's, or committee member's 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 them in connection with the defense of any pending or threatened action, suit, or proceeding, criminal or civil, derivative or third party, to which they are or may be made a party by reason of being or having been such Director, officer, or committee member provided it is determined, in the manner set forth below, that (i) such Director, officer, or committee member was not and is not adjudicated to have been grossly negligent or guilty of misconduct in the performance of their duty(ies) to the Association; (ii) such Director, officer, or committee member acted in good faith in what they reasonably believed to be in, or not opposed to, the Association's best interest; (iii) in any criminal action, suit, or proceeding, such Director, officer, or committee member had no reasonable cause to believe that their conduct was unlawful and is not convicted of theft or other theft related crime including but not limited to larceny, forgery, false pretenses, fraud, embezzlement, conversion, or any conspiracy related to any such theft related crime; and (iv) in case of settlement, the amount paid in the settlement was reasonable.

The above determination required will be made by written opinion of independent legal counsel whom the Board will choose. Notwithstanding the opinion of independent legal counsel, to the extent that a Director, officer, or committee member is successful in defense of any action, suit, or proceeding, or in the defense of any claim, issue, or matter, as the Board so verifies, they must, in that event, be indemnified and reimbursed for any costs and expenses, including legal fees, incurred in such defense. Any defense the Association provides will be by legal counsel the Association's insurance carrier selects or, if not selected by the Association's insurance carrier, a majority of the Directors excluding the accused or threatened Director(s). If a majority of the Directors cannot agree on legal counsel or if all the Directors are accused or threatened in any

such action, the Board will appoint a special committee of 3 Owners to select legal counsel to defend the Directors.

(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 is not exclusive, but is 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 Ohio Revised Code Section 1702.12(E) and its successor statutes, or otherwise. The Association must purchase and maintain insurance on behalf of any person who is or was a Director, officer, or committee member against any liability asserted against them or incurred by them in such capacity or arising out of their status as a Director, officer, or committee member.

(c) Directors, Officers, and Committee Members Liability: The Association's Directors, officers, and committee members are not personally liable to the Owners for any mistake of judgment, negligence, or otherwise, except for their own willful misconduct or bad faith. The Association's and Owners' indemnification includes, but is not limited to, all contractual liabilities to third parties arising out of contracts made on the Association's behalf, except with respect to any such contracts made in bad faith or contrary to the provisions of the Declaration or these Bylaws. Every contract or agreement approved by the Board and made by any Director, officer, or committee member is made only in such Director's, officer's, or committee member's capacity as a representative of the Association and has no personal liability under such contract or agreement (except as an Owner).

(d) Cost of Indemnification: Any sum paid or advanced by the Association under this Section constitutes a Common Expense. The Board has 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 Owner arising out of the contract made by any Director, officer, or committee member or out of the aforesaid indemnity in favor of such Director, officer, or committee member is limited to such proportion of the total liability as said Owner's pro rata share bears to the total percentage interest of all the Owners as Association members.

Any conflict between this provision and any other provisions of the Declaration and Bylaws are to be interpreted in favor of this amendment for the indemnification of the Association's Directors, officers, and committee members. 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 Owners of record at the time of such filing have standing to contest the validity of this 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 this amendment.

#### AMENDMENT H

DELETE DECLARATION ARTICLE IV, SECTION L entitled, "Rental of Family Units," in its entirety. Said deletion to be taken from Page 30 of the Declaration, as recorded at Lucas County Records, Instrument No. 198707140489465 (Volume 87, Page 320A01 et seq.).

INSERT a new DECLARATION ARTICLE IV, SECTION L entitled, "Leasing of Family Units." Said new addition, to be added to Page 30 of the Declaration, as recorded at Lucas County Records, Instrument No. 198707140489465 (Volume 87, Page 320A01 et seq.), is as follows:

L. Leasing of Units. To create a community of resident Owners, to remain within mortgagee owner-occupancy limitations,

and to further protect and preserve the Declaration's fundamental purposes set forth in the Declaration, including the preservation of property values and the well-being of Owners and occupants; no family unit can be leased, let, or rented, whether for monetary compensation or not, by an Owner to others for business, speculative, investment, or any other purpose, subject to the following:

1. The above prohibition does not apply to:

(a) Family units that are occupied by the parent(s) or child(ren) of the Owner; or,

(b) Family units that are leased or rented by the Owner to a third party as of the date this amendment is recorded with the Lucas County Recorder's Office, and which the Owner has registered with the Association as a "leased family unit" within 90 days of the recording of this amendment are excepted from this lease prohibition and may continue to be leased, until title ownership of the family unit is transferred to a subsequent Owner (referred to as a "Grandfathered family unit"). Upon the date of title transfer to a subsequent Owner, the family unit is no longer a Grandfathered family unit; or,

(c) Family units that meet a special situation and to avoid a practical difficulty or other undue hardship, each Owner has the right to lease their family unit to a specified renter/tenant for a one-time period of no more than 24 consecutive calendar months, subject to the restrictions and requirements as identified in subparagraphs (2), (3), and (4) below (referred to as "Hardship family units"). To exercise this right:

(i) The Owner must provide the Board with prior, written notice of the lease at least 10 business days prior to its commencement;

(ii) The Owner may not be more than 60 days delinquent in payment of any assessment or other amount due to the Association. If the Owner is more than 60 days past due in payment, the Owner will request from the Board a one-time hardship exception and will not lease the family unit until the Board approves the request.

2. Family units occupied by parents or children of an Owner, Grandfathered family units, or Hardship family units are subject to the following conditions and restrictions:

(a) Lease terms must be for 12 full, consecutive calendar months;

(b) Leases must be provided to the Board at least 10 days prior to the commencement of the lease term;

(c) No family unit may be leased, let, or rented to any business or corporate entity for the purpose of corporate housing or similar use;

(d) No family unit may be sub-leased, sublet, or rented by a tenant;

(e) No individual room, part, or sub-part of any family unit may be leased, let, or rented;

(f) The Association has at all times a limited power-of-attorney from and on behalf of any Owner who is more than 60 days past due in the payment of any Assessment or other amounts due to the Association. The limited power-of-attorney permits the Association to collect the lease or rent payments directly from the lessee, tenant, or renter until the amount owed to the Association is paid in full.

(g) The lessee, tenant, or renter must abide by the terms of the Declaration, Bylaws, and rules and regulations.

(h) When an Owner leases their family unit, the Owner relinquishes all amenity privileges, but continues to be responsible for all obligations of ownership of their family unit and is jointly and severally liable with the lessee, tenant, or renter to the Association for the conduct of the lessee, tenant, or renter and any damage to Association property.

(i) In accordance with Ohio law, the Association may initiate eviction proceedings to evict any lessee, tenant, or renter for violation of the Declaration, Bylaws, rules, or applicable laws, by any occupant of the family unit, or the Owner of the family unit. The action will be brought by the Association, as the Owner's agent, in the name of the Owner. In addition to any procedures required by State law, the Association will give the Owner(s) at least 10 days written notice of the intended eviction action. The costs of any eviction action, including reasonable attorneys' fees, will be assessed to the Owner(s) and the family unit's account and is a lien against that family unit.

3. Any land contract for the sale of a family unit must be recorded with the Lucas County Recorder's Office. A recorded copy of the land contract must be delivered to the Board of Directors within 30 days of its recording. Any unrecorded land contract is a prohibited lease.

4. The Board may adopt and enforce rules and definitions in furtherance, but not in contradiction of the above provisions, including, rules to address and eliminate attempts to circumvent the meaning or intent of this Section L and in furtherance of the preservation of the Mallard Run Condominium Association as an owner-occupied community and against the leasing of family units for investment or other



purposes. The Board has full power and authority to deny the occupancy of any family unit by any person or family if the Board, in its sole discretion, determines that the Owner of such family unit is intending or seeking to circumvent the meaning, purpose, or intent of this Section L.

Any conflict between this provision and any other provisions of the Declaration and Bylaws will be interpreted in favor of this restriction on the leasing of family 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 Owners of record at the time of such filing have standing to contest the validity of this amendment, whether on procedural, substantive, or any other grounds. Any contest or other legal 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 I

DELETE DECLARATION ARTICLE VII, SECTION D entitled, "Board of Directors," in its entirety. Said deletion to be taken from Page 44 of the Declaration, as recorded at Lucas County Records, Instrument No. 198707140489465 (Volume 87, Page 320A01 et seq.).

INSERT a new DECLARATION ARTICLE VII, SECTION D entitled, "Board of Directors." Said new addition, to be added to Page 44 of the Declaration, as recorded at Lucas County Records, Instrument No. 198707140489465 (Volume 87, Page 320A01 et seq.), is as follows:

D. Board of Directors. The Board will consist of 3 or 5 persons, all of whom must be an Owner, or the spouse of an Owner, and a member in good standing. Good standing requires that the Owner be current or no more than 60 days delinquent in the payment of any fees or assessments owed to the Association, and may not be an adverse party to the Association, or the Board or any Board member (in that member's capacity as a Board member) in any litigation involving one or more of those parties. An Owner who is not a person, may nominate for the Board of Directors any principal, member of a limited liability company, partner, director, officer, or

employee of that Owner. In addition to the provisions of Bylaws Article IV, Section 3, a majority of the remaining Board members may remove any Board member who ceases to meet such good standing qualifications during their term. No family unit may be represented by more than one person on the Board at any one time.

Each Board member will hold office until their successor is elected, or until their earlier resignation, removal from office or death. Any Board member may resign at any time by oral statement to that effect made at a meeting of the Board or in a writing to that effect delivered to the Secretary or President of the Association, such resignation to take effect immediately or at such other time as the Board member may specify. All Directors will be elected for a three-year term with staggered elections to facilitate either a 1-1-1 or a 2-2-1 rotation, depending on the number of Board members as provided in Bylaws Article IV, Section 1, as amended. Directors serve without compensation.

DELETE BYLAWS ARTICLE IV, SECTION 1 entitled, "INITIAL TRUSTEES," in its entirety. Said deletion to be taken from Page 4 of the Bylaws, Exhibit C of the Declaration, as recorded at Lucas County Records, Instrument No. 198707140489465 (Volume 87, Page 320A01 et seq.).

INSERT a new BYLAWS ARTICLE IV, SECTION 1 entitled, "MODIFICATION OF NUMBER OF BOARD MEMBERS." Said new addition, to be added to Page 4 of the Bylaws, Exhibit C of the Declaration, as recorded at Lucas County Records, Instrument No. 198707140489465 (Volume 87, Page 320A01 et seq.), is as follows

1. MODIFICATION OF NUMBER OF BOARD MEMBERS:

(a) Board members (Director(s)) will be elected at each annual meeting of members of the Association or at a special meeting called for the purpose of election. At the annual or special meeting of members for the purpose of election, only persons nominated as candidates will be eligible for election as Directors. The candidate(s) receiving the greatest number of votes will be elected.

(b) At the first annual meeting following the recording

of this amendment, the terms of each of the then serving Board members will end effective upon the adjournment of such meeting. At this annual meeting, the Owners present in person and by proxy will vote to determine whether the Board will consist of 3 or 5 Directors. Following this determination, the entire 3 or 5 member Board will be elected. The terms of each elected Director will be staggered in accordance with Declaration Article VII, Section D, as amended. The Directors receiving the greatest number of votes will serve the longest terms. In the event of a tie, Board will determine amongst themselves who will serve the three-year, two-year and one-year terms.

(c) At any subsequent meeting held for the election of Board members at which a quorum is present, a majority of the Owners present by person or proxy may approve a motion to either reduce the number of Directors from 5 to 3 persons or to increase the number of Directors from 3 to 5 persons, as the case may be, prior to the election. The approval of any such motion will in no event act to decrease the length of, or to end the term of any current Director prior to the term's original expiration. Following the approval of a motion to increase or decrease the number of persons serving on the Board, the election will take place, to the extent appropriate. The terms of the elected Board of Directors will be staggered as necessary to comply with Declaration Article VII, Section D, as amended.

(d) In the event of any vacancy or vacancies on the Board, the remaining Director(s), may appoint an Association member in good standing to fill any such vacancy(ies) until the next Association meeting held for the purpose of election.

INSERT a new PARAGRAPH to the end of BYLAWS ARTICLE IV, SECTION 3. Said new addition, to be added to Page 4 of the Bylaws, Exhibit C of the Declaration, as recorded at Lucas County Records, Instrument No. 198707140489465 (Volume 87, Page 320A01 et seq.), is as follows

The Board of Directors may remove any individual Board member and create a vacancy on the Board, if:

- (a) the Directors has been found by court order to be of unsound mind;
- (b) the Director files for bankruptcy or has been adjudicated bankrupt;
- (c) the Director is or has been convicted of a felony for theft or other theft related crime, including larceny, forgery, false pretenses, fraud, embezzlement, conversion, or any conspiracy related to any such theft related crime or has been convicted of a felony for any other type of crime within the last 10 years;
- (d) the Director is no longer a member in good standing as defined in Declaration Article VII, Section D, as amended;
- (e) the Director is physically incapacitated; or
- (f) the Director fails to attend 3 consecutive meetings of the Board during their current term.

Any conflict between these provisions and any other provision of the Declaration or Bylaws will be interpreted in favor of this amendment establishing the procedure for electing 3 or 5 Directors, their qualifications, terms of office, and removal. 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 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 within one year of the recording of this amendment.

#### AMENDMENT J

INSERT a new DECLARATION ARTICLE III, Section A1(A). Said new addition, to be added to Page 19 of the Bylaws, Exhibit C of the Declaration, as recorded at Lucas County Records, Instrument No. 198707140489465 (Volume 87, Page 320A01 et seq.), is as follows:

- (A) The Association will maintain and repair all family unit skylights, flashing, and roofing around the skylight. In the event a skylight is determined by the Board to be defective and in need of replacement, the Association will replace the skylight and repair of

any flashing or roofing necessitated by the replacement at the Association's expense. If the Board determines that replacement of a skylight is necessary but not as a result of the skylight being defective, any replacement of the skylight, repair of any flashing or roofing necessitated by the replacement will be performed by the Association at the Owner's expense.

Any conflict between these provisions and any other provision of the Declaration or Bylaws will be interpreted in favor of this amendment clarifying the maintenance, repair, and replacement responsibility of the skylights. 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 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 within one year of the recording of this amendment.

The Mallard Run Condominium Association has caused the execution of this instrument this 31<sup>st</sup> day of December, 2018.

MALLARD RUN CONDOMINIUM ASSOCIATION

By: James A. McCabe  
JAMES A. MCCABE, President

By: Angela J. Thacker  
ANGELA J. THACKER, Secretary

STATE OF OHIO )  
 )  
COUNTY OF CUCLAS ) SS

BEFORE ME, a Notary Public, in and for said County, personally appeared the above named Mallard Run Condominium Association, by its President and its Secretary, who acknowledged that they did sign the foregoing instrument, on Page 21 of 24, 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 Maumee, Ohio, this 31<sup>st</sup> day of December, 2018.

Taylor Carpenter  
NOTARY PUBLIC

Place notary stamp/seal here:



TAYLOR CARPENTER  
Notary Public, State of Ohio  
My Commission Expires  
January 31, 2021

SEE ENV

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

CERTIFICATION OF PRESIDENT AND SECRETARY

STATE OF OHIO )  
COUNTY OF LUCAS ) SS


JAMES A. MCCABE and ANGELA J. THACKER, being the duly elected and acting President and Secretary of the Mallard Run Condominium Association, certify that the Amendments to the Declaration of Condominium Ownership for Mallard Run Condominium were duly adopted in accordance with the provisions set forth in the Declaration for amendments in all material respects.

  
JAMES A. MCCABE, President

  
ANGELA J. THACKER, Secretary

BEFORE ME, a Notary Public in and for said County, personally appeared the above named JAMES A. MCCABE and ANGELA J. THACKER who acknowledged that they did sign the foregoing instrument and that the same is their free act and deed.

IN TESTIMONY WHEREOF, I have set my hand and official seal in Mallowee, Ohio, this 31<sup>st</sup> day of December, 2018.

  
NOTARY PUBLIC

Place notary stamp/seal here:



TAYLOR CARPENTER  
Notary Public, State of Ohio  
My Commission Expires  
January 31, 2021

EXHIBIT B

AFFIDAVIT

STATE OF OHIO )  
 )  
COUNTY OF LUCAS ) SS

JAMES A. MCCABE, being first duly sworn, states as follows:

1. He is the duly elected and acting President of the Mallard Run Condominium Association.
2. He will cause copies of the Amendments to the Declaration to be mailed by certified mail to all Family Unit Owners and all mortgagees having bona fide liens of record against any Unit Ownerships of whose mortgage interests notice had been given to the Association as stated below once the Amendments are recorded with the Lucas County Recorder's Office.
3. He certifies there is on file in the Association's records, the names of the following mortgagees who have consented to the proposed Amendments to the Declaration: Directions Credit Union, Farms & Merchants State Bank, First Federal, Freedom Mortgage Corp., and Home Savings

  
JAMES A. MCCABE, President

BEFORE ME, a Notary Public, in and for said County, personally appeared the above named JAMES A. MCCABE who acknowledges 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 Mauvee, Ohio, this 31<sup>st</sup> day of December, 2018.

  
NOTARY PUBLIC

