

Gen. Ind. 8th Ser. Bk. 126 P 10

A22357

S. DEED: 5/21/82

20.00 DE

SECOND AMENDMENT TO
412 LIBERTY HILL CONDOMINIUM
DECLARATION AND BYLAWS

I hereby certify that the within Second Amendment to the
412 Liberty Hill Condominium Declaration of Condominium Ownership
and Bylaws has been filed in the office of the County Auditor of
Hamilton County, Ohio.

HAMILTON COUNTY AUDITOR

Date: MAY 21, 1982

By Len Hollman

Prepared by: Winifred L. Bryant, Attorney at Law.

TRANSFER NOT NECESSARY
JOS. L. DE COURCY, JR.
COUNTY AUDITOR

MAY 21 1982

4235-1180

AFFIDAVIT

STATE OF OHIO)
) SS:
COUNTY OF HAMILTON)

Now comes Dwight Kulwin, Affiant, who resides at 412
Liberty Hill Condominiums, Unit 4E, Cincinnati, Ohio 45210, being
duly cautioned and sworn, and states the following:

1. That Affiant is the duly elected President of the 412
Liberty Hill Condominium Unit Owners' Association, Inc.;
2. That, as President of said Association, he has caused
to be mailed, a copy of the Second Amendment to which this Affidavit
is attached, to all mortgagees having bona fide claims of record,
pursuant to Article XII of the Declaration of Condominium of the
412 Liberty Hill Condominium.
3. Further, Affiant sayeth naught.

Dwight Kulwin

Sworn to before me and subscribed in my presence this
18 day of May, 1982.

William M. Freedman
Notary Public

WILLIAM M. FREEDMAN, Attorney at Law
NOTARY PUBLIC - STATE OF OHIO
My Commission has no expiration
date. Section 147.03 O.R.C.



REC-4235-1181

SECOND AMENDMENT TO THE
DECLARATION AND BYLAWS OF
412 LIBERTY HILL CONDOMINIUM

This Second Amendment, entered into this 13th day of April, 1982, by the following unit owners entitled to exercise at least 75% of the voting power of the 412 Liberty Hill Condominium Unit Owners Association, Inc., the Declaration and Bylaws of which condominium are recorded in Deed Book 4178, page 346, of the Deed Records of Hamilton County, Ohio, the Drawings of which (Exhibit "C") are recorded in Plat Book 221, pages 54-60 of the Plat Records of Hamilton County, Ohio, and the First Amendment to which is recorded at Deed Book 4231, page 1122 of the Deed Records, and at Plat Book 233, page 67 of the Plat Records of Hamilton County, Ohio.

<u>UNIT NUMBER</u>	<u>UNIT OWNER</u>
1-A	Linda M. Budai, unmarried
1-B	Robert E. Rackel, married
1-C	Gerald V. Weigle, Jr., unmarried
1-D	Richard B. Wellinghoff, unmarried
2-A	William M. Freedman, married
2-B	Prospect Hill Community Urban Redevelopment, Inc. an Ohio corporation not for profit
2-C	Julius E. Nachod, unmarried

4235-1182

3-D	Richard P. Robinson & Wilma L. Robinson, husband and wife
4-A	Prospect Hill Community Urban Redevelopment, Inc. an Ohio corporation not for profit
4-B	Gregory L. Adams, married
4-C	M. Vicky Mary, unmarried
4-D	Alan M. Solinger, unmarried
4-E	Dwight Kulwin, married

WHEREAS, the parties hereinabove enumerated wish to amend the Declaration, and Bylaws of the 412 Liberty Hill Condominium (hereinafter referred to as "Declaration" and "Bylaws") to accurately conform with the measurements made by the surveyor of the Condominium Property; and

WHEREAS, the parties wish to amend the Declaration and Bylaws to clarify and expand the remedies afforded the Unit Owner's Association for failure to pay assessments when due; and

WHEREAS, the parties wish to amend the Declaration and Bylaws to more accurately conform with Ohio Revised Code Sections 5311.01-5311.27, and to more accurately describe the Condominium Property; and

WHEREAS, a resolution to amend the Bylaws has been duly adopted at a meeting of the Board of Managers of the 412 Liberty Hill Condominium Unit Owner's Association, Inc.

THEREFORE, be it resolved that the parties enumerated hereinabove, hereby submit the following changes to said Declaration and Bylaws.

1. Exhibit A to the Declaration, containing the metes and bounds description of the Condominium Property, is revised in the following manner:

(a) Parcels I and II shall be combined into one parcel, and shall now be designated "Parcel I". Said description shall read as follows:

"Parcel I: Situate in the City of Cincinnati, Hamilton County, Ohio, to wit: Beginning on the easterly side of Broadway, at the southwesterly corner of Lot No. 4 of W.R. Morris's Subdivision, as recorded in Deed Book 44, page 512, Hamilton County Recorder's Office, then north on Broadway, 42.0 feet; thence east at right angles with Broadway, 93.0 feet; thence south, parallel with Broadway, 42.0 feet to the south line of Lot No. 4; thence westwardly on the south line of Lot No. 4, 93.0 feet, to the place of beginning."

(b) Parcel III shall now be designated "Parcel II".

(c) Parcel IV shall now be designated "Parcel III".

2. Article IV, Paragraph 1 of the Declaration is amended to delete the word "carports", and to insert "parking spaces and garages".

3. Article IV, Paragraph 3 of the Declaration is amended to delete the column at the right side of the chart which indicates the assignment of a garage or parking space.

4. Article IV, Paragraph 5, of the Declaration is amended to delete "or parking spaces".

5. Paragraph 6 of Article IV of the Declaration shall be amended to add the following sentence immediately after the chart designating percentage ownership interest in common areas and facilities:

"The above percentages of interest were allocated on the basis of the proportion that the fair market value of each Unit bore to the aggregate fair market value of all Units on the date the Declaration was originally filed for record."

6. Article VIII, Paragraph 2(C), of the Declaration shall be amended to change the period at the end of the sentence to a comma, and to add: "including, but not limited to, maintenance charges assessed against Owners of Units to which garages have been assigned as limited common areas".

7. Article VIII, Paragraph 3, of the Declaration shall be deleted and a new Paragraph 3 inserted to read as follows:

"3. Effect of Nonpayment of Assessment; Remedies of the Association.

A. Acceleration and Late Charges. If any Assessment or any installment of any Assessment is not paid within ten (10) days after the same has become due, the Board of Managers, at its option, without demand or notice, may (i) declare the entire unpaid balance of the Assessment immediately due and payable, and (ii) charge a late charge in the amount of \$2.00 per day for every day after the expiration of ten days after said Assessment or installment became due.

B. Liens. Assessments of whichever type, together with any late charges and costs, shall be a charge and a continuing lien in favor of the Association upon the Unit against which each such Assessment is made.

C. Certificate of Lien. At any time after an Assessment levied pursuant hereto remains unpaid for ten (10) or more days after the same has become due and payable, a certificate of lien for all or any part of the unpaid balance of that Assessment, and late charges and costs, may be filed with the Recorder of Hamilton County, Ohio, pursuant to authorization given by the Board. The certificate shall contain a description of

the Unit against which the lien exists, the name or names of the record owner or owners thereof, and the amount of the unpaid portion of the Assessments, and shall be signed by the president or other chief officer of the Association.

D. Length of Lien. The lien provided for herein shall remain valid for a period of five (5) years from the date a certificate of lien was duly filed therefor, unless sooner released or satisfied in the same manner provided by law in the State of Ohio for the release and satisfaction of mortgages on real property, or discharged by the final judgment or order of a court in an action brought to discharge the lien. In addition, each Unit Owner shall be personally liable for all Assessments levied by the Association against his Unit while he is a Unit Owner.

E. Mortgagee. When the Mortgagee of a Unit acquires title to the Unit as a result of foreclosure of the mortgage or by deed in lieu of foreclosure, such acquirer of title, his successors and assigns, shall not be liable for the share of the Common Expenses or other Assessments by the Association chargeable to such Unit which became due prior to the acquisition of title to such Unit by such acquirer. Such unpaid share of Common Expenses or other Assessments shall be deemed to be Common Expenses.

F. Voluntary Conveyance. In a voluntary conveyance of a Unit, the grantee of the Unit shall be jointly and severally liable with the grantor for all unpaid Assessments by the Association against the grantor and his Unit up to the time of the grant or conveyance, without prejudice to the grantee's right to recover from the grantor the amounts paid by the grantee therefor. However, any such grantee shall be entitled to a statement from the Board of the Association setting forth the amount of all unpaid Assessments against the grantor due the Association, and such grantee shall not be liable for nor shall the Unit conveyed be subject to a lien for, any unpaid Assessments made by the Association against the grantor in excess of the amount set forth in such statement for the period reflected in such statement. As used in this paragraph "grantor" shall include a decedent and

"grantee" shall include a devisee or heir of said decedent.

G. Remedies. The Association, as authorized by the Board of Managers, may file a lien or liens to secure payment of delinquent Assessments, late charges and costs, bring an action at law against the owner or owners personally obligated to pay the same, and an action to foreclose a lien, or any one or more of these. In any foreclosure action, the owner or owners affected shall be required to pay a reasonable rental for that Unit during the pendency of such action, and the Association as plaintiff in any such action shall be entitled to become a purchaser at the foreclosure sale. In any such action, interest and costs of such action (including attorneys fees) shall be added to the amount of any such Assessment, to the extent permitted by Ohio law.

H. Non-Waiver. No owner may waive or otherwise escape liability for the Assessments provided for in this Declaration by non-use of the Common Areas and Facilities, or any part thereof, or by abandonment of his Unit.

8. Article V, Section 4 of the Bylaws shall be amended in the following manner. The first sentence of the second paragraph of Section 4 should state: "When an assessment remains unpaid for ten (10) days after the same has become due and payable, a certificate of lien therefore, subscribed by the President or other chief officer of the Association, may be filed with the Recorder of Hamilton County, Ohio, pursuant to authorization given by the Board of Managers of the Association."

9. Article I, Section 1 of the Bylaws is amended to show that the name of the Association is the "412 Liberty Hill Condominium Unit Owners' Association, Inc."

10. Article V, Paragraph 1 of the Declaration is amended to delete the following material from the first sentence of that

Paragraph: "A copy of the Articles of Incorporation of the Association is attached hereto as Exhibit D."

With the exception of the amendments set forth hereinabove, no other changes or revisions are effected in the Declaration, Bylaws, or Drawings, and said Declaration, Bylaws, or Drawings are reaffirmed by the incorporation herein by reference of each and every page thereof.

IN WITNESS WHEREOF, the parties hereto have executed this Amendment on the date first above mentioned.

Winifred L. Bryant
JO Cutter

Linda M. Budai
LINDA M. BUDAI

Winifred L. Bryant
JO Cutter

Robert E. Rackel
ROBERT E. RACKEL

Winifred L. Bryant
JO Cutter

Karen Rackel
KAREN RACKEL

Winifred L. Bryant
JO Cutter

Gerald V. Wetgle, Jr.
GERALD V. WETGLE, JR.

Winifred L. Bryant
William D. Howe

William M. Freedman
WILLIAM M. FREEDMAN