

AMENDMENTS TO THE
DECLARATION OF CONDOMINIUM OWNERSHIP
FOR
THE VILLAGE AT GREENWOOD CONDOMINIUM

PLEASE CROSS MARGINAL REFERENCE WITH THE DECLARATION OF CONDOMINIUM OWNERSHIP FOR THE VILLAGE AT GREENWOOD CONDOMINIUM RECORDED AT VOLUME 7592, PAGE 687 ET SEQ. FOR THE SUMMIT COUNTY RECORDS.

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

DATED: 9/18/17

BY: KRISTEN M. SCALISE CPA, CFE
FISCAL OFFICER

By: *Katie Mancino*
Katie Mancino

DOC # 56326811



**AMENDMENTS TO THE
DECLARATION OF CONDOMINIUM OWNERSHIP FOR
THE VILLAGE AT GREENWOOD CONDOMINIUM**

WHEREAS, the Declaration of Condominium Ownership for The Village at Greenwood Condominium (the "Declaration") and the Bylaws of Village at Greenwood Condominium Owners' Association (the "Bylaws"), Exhibit B the Declaration, were recorded at Summit County Records, Volume 7592, Page 687 et seq., and

WHEREAS, The Village at Greenwood Condominium Owners' Association (the "Association") is a corporation consisting of all Unit Owners in Village at Greenwood Condominium and as such is the representative of all Unit Owners, and

WHEREAS, Declaration Article XII(A) authorizes amendments to the Declaration, 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 Amendment A signed by Unit Owners representing 76.36% of the Association's voting power as of July 31, 2017, and

WHEREAS, the Association has in its records the power of attorney signed by Unit Owners representing 76.36% of the Association's voting power authorizing the Association's officers to execute Amendment A on their behalf, and

WHEREAS, the Association has in its records the signed, written consents to Amendment B signed by Unit Owners representing 89.09% of the Association's voting power as of July 31, 2017, and

WHEREAS, the Association has in its records the power of attorney signed by Unit Owners representing 89.09% of the Association's voting power authorizing the Association's officers to execute Amendment B on their behalf, and



WHEREAS, the Association has in its records the signed, written consents to Amendment C signed by Unit Owners representing 80% of the Association's voting power as of July 31, 2017, and

WHEREAS, the Association has in its records the power of attorney signed by Unit Owners representing 80% of the Association's voting power authorizing the Association's officers to execute Amendment C on their behalf, and

WHEREAS, attached as Exhibit A is a certification of the Association's President stating that copies of the Amendments will be mailed or hand delivered to all first mortgagees on the records of the Association and all Unit Owners once the Amendments are recorded with the Summit County Fiscal Office and that Unit Owners representing at least 75% of the Association's voting power affirmatively approved the Amendments, and

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

WHEREAS, the proceedings necessary to amend the Declaration 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 Village at Greenwood Condominium is amended by the following:

AMENDMENT A

DELETE DECLARATION ARTICLE XVI, SECTION (B) entitled, "Unit Owner's Right to Lease Unit," in its entirety. Said deletion to be taken from Page 35 of the Declaration, as recorded at Summit County Records, Volume 7592, Page 687 et seq., and as amended at Instrument No. 55155949.

INSERT a new DECLARATION ARTICLE XVI, SECTION (B) entitled, "Unit Owner's Right to Lease Unit." Said new addition, to be added to Page 35 of the Declaration, as recorded at Summit County Records, Volume 7592, Page 687 et seq., is as follows:

(B) Unit Owner's Right to Lease Unit. To create 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; no Unit can be leased, let, or rented, whether for monetary compensation or not, by a Unit Owner to others for business, speculative, investment, or any other purpose, subject to the following:

(1) The above prohibition does not apply to:

(a) Units may be occupied by the parent(s) or child(ren) of the Unit Owner; or,

(b) Unit Owner(s) leasing or renting their Unit at the time of recording of this amendment with the Summit County Fiscal Office, and who has registered their Unit as being leased with the Association within 90 days of the recording of this amendment are "Grandfathered" and excepted from this prohibition. The Grandfathered Unit Owners may continue to enjoy the privilege of leasing their Unit, subject to the restrictions and requirements in subparagraph (3), until their ownership in the Unit is transferred to a subsequent Unit Owner. The subsequent Unit Owner is not Grandfathered from this prohibition.

(2) To meet a special situation and to avoid a practical difficulty or other undue hardship, each Unit Owner has the right to lease their 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 (3) and (4) below. To exercise this right, the Unit Owner:

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

(b) may not be more than 30 days delinquent in any assessment or other payment due to the Association. If the Unit Owner is more than 30 days delinquent, the Unit Owner may request and receive a one-time hardship exception only with the Board's prior written consent.

(3) The leasing of any Unit in accordance with subparagraphs (1) or (2) above is subject to the following conditions and restrictions:

(a) No Unit can be leased, let, or rented by the Unit Owner for transient purposes, which is defined to mean a rental for any period less than 12 full, consecutive calendar months, nor rented or leased to any business or corporate entity for the purpose of corporate housing or similar type usage. Sub-leasing of any Unit and the leasing of any individual rooms in a Unit, in whole or in part, is also prohibited.

(b) The Association has at all times a limited power-of-attorney from and on behalf of any Unit Owner who is more than 30 days delinquent in the payment of any Assessment or charges due the Association to collect the lease/rent payments directly from the delinquent Unit Owner's tenant/renter until such delinquency is paid in full.

(c) All leases must be in writing and a copy provided to the Board prior to the beginning of the lease term. The renter/tenant must abide by the terms of the Declaration, Bylaws, and Rules. When a Unit Owner leases their Unit, the Unit Owner relinquishes all amenity privileges, but continue(s) to be responsible for all obligations of ownership of their Unit and is jointly and severally liable with the renter/tenant to the Association for the conduct of the renter/tenant and any damage to property.



(d) In accordance with Ohio law, the Association may initiate eviction proceedings to evict any tenant, for any violation of the Declaration, Bylaws, Rules, or applicable laws, by the tenant, any occupant of the Unit, or the Unit Owner of the Unit. The action will be brought by the Association, as the Unit Owner's agent, in the name of the Owner. In addition to any procedures required by State law, the Association will give the Unit 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 charged to the Unit Owner(s) and the subject of a special assessment against the offending Unit Owner and made a lien against that Unit.

(4) Any land contract for the sale of a Unit must be recorded with the Summit County Fiscal Office and a recorded copy of the land contract must be delivered to the Board within 30 days of such recording. Any land contract not recorded is an impermissible lease.

(5) The Board may adopt and enforce Rules and definitions in furtherance, but not in contradiction of the above provisions, including, without limitation, Rules to address and eliminate attempts to circumvent the meaning or intent of this Section (B) and in furtherance of the preservation of the Village at Greenwood as an owner-occupied community and against the leasing of Units for investment or other purposes. The Board further has full power and authority to deny the occupancy of any Unit by any person or family if the Board, in its sole discretion, determines that the Unit Owner of such Unit is intending or seeking to circumvent the meaning, purpose, or intent of this Section (B).

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 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 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 DECLARATION ARTICLE VII, SECTION (O) entitled, "Occupancy Restriction." Said new addition, to be added to Page 27 of the Bylaws, Exhibit B of the Declaration, as recorded at Summit County Records, Volume 7592, Page 687 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 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 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

MODIFY the 2nd SENTENCE in DECLARATION ARTICLE VI, SECTION (A) entitled, "Casualty Insurance" and INSERT THREE NEW SENTENCES THEREAFTER. Said modification, to be made on Pages 19-20 of the Declaration, as recorded at Summit County Records, Volume 7592, Page 687 et seq.

Said insurance ~~shall~~ will afford protection against loss or damage by fire, lightning and such other perils as are now or hereafter covered by the standard form extended coverage endorsement commonly issued in Summit County, Ohio and such other risks as from time to time customarily ~~shall~~ will be covered with respect to buildings, structures, improvements and facilities similar in construction, location and use as the buildings, structures, improvements and facilities comprised as part of the Condominium Property, including without limitations, vandalism, malicious mischief, windstorm, plate glass and water damage, subject to such reasonable deductible amounts not in excess of Five Thousand Dollars (\$5,000.00) as the Board shall determine. The Unit Owner is responsible for any repairs or expenses up to the amount of any applicable deductible for loss or damage to their Unit and Limited Common Elements and the Association is responsible for all costs and other expenses pertaining to the Common Elements. If a single loss affects multiple portions of the Condominium Property, for example, one or more Units and the Common Elements, the repair costs and expenses not paid for by the insurance proceeds are to be proportionately allocated in relation to the amount each party's claim bears to the total amount of the claim, with the party incurring the larger share of the loss responsible for the larger share of the deductible. The Association may assess the amount of any deductible expense attributable to any Unit(s) to the Unit Owner(s) of such Unit(s) in accordance with the Article V.


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 Unit Owners of record at the time of such filing have standing to contest the validity of this amendment, whether on procedural,

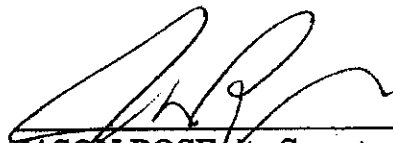


substantive, or any other grounds, provided further that any such challenge must be brought in the court of common pleas within one year of the recording of this amendment.

The Village at Greenwood Condominium Owners' Association has caused the execution of this instrument this 7th day of September, 2017.

THE VILLAGE AT GREENWOOD CONDOMINIUM OWNERS' ASSOCIATION

By: 
THOMAS KEMERY, its President

By: 
JASON ROSE, its Secretary

[THIS SPACE LEFT BLANK INTENTIONALLY]



STATE OF OHIO)
COUNTY OF Summit) SS

BEFORE ME, a Notary Public, in and for said County, personally appeared the above named The Village at Greenwood Condominium Owners' Association, by its President and its Secretary, who acknowledged that they did sign the foregoing instrument, on Page 9 of 12, 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 Sagamore Hills, Ohio, this 7th day of September, 2017.

Denise Lynn Bogucki
NOTARY PUBLIC

Place notary stamp/seal here:



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

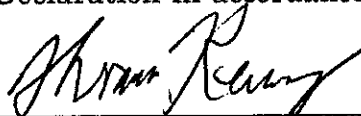
CERTIFICATION OF PRESIDENT

STATE OF OHIO)
COUNTY OF Summit) SS

THOMAS KEMERY, the duly elected and acting President of The Village at Greenwood Condominium Owners' Association, certifies:

1. He will cause copies of the Amendments to the Declaration to be mailed or hand delivered to all first mortgagees having bona fide liens of record against any Unit Ownerships of whose mortgage interests notice had been given to the Association and all Unit Owners once the Amendments are recorded with the Summit County Fiscal Office.

2. The Association received the signed, written consents of Unit Owners representing at least 75% of the Association's voting power in favor of the Amendments to the Declaration in accordance with the provisions of Declaration Article XII(A).


THOMAS KEMERY, President

BEFORE ME, a Notary Public, in and for said County, personally appeared the above named THOMAS KEMERY 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 Sagamore Hills, Ohio, this 7th day of September, 2017.


NOTARY PUBLIC

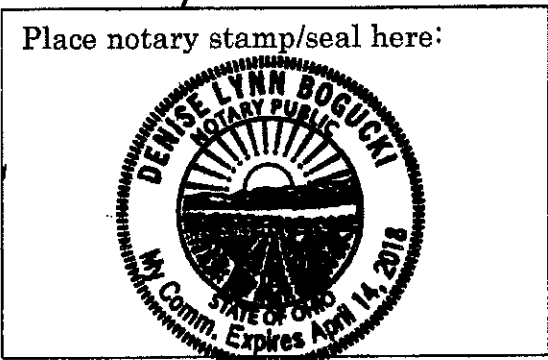


EXHIBIT B

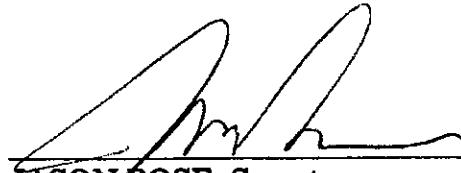
CERTIFICATION OF SECRETARY

STATE OF OHIO)

COUNTY OF Summit County)

SS

JASON ROSE, the duly elected and acting Secretary of The Village at Greenwood Condominium Owners' Association, certifies there are no, as the term is used in Declaration Article XII, "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.



JASON ROSE, Secretary

BEFORE ME, a Notary Public in and for said County, personally appeared the above named JASON ROSE who acknowledged that he did sign the foregoing instrument and that the same is his free act and deed.

IN TESTIMONY WHEREOF, I have set my hand and official seal in Sagamore Hills Ohio, this 7th day of September 2017.


NOTARY PUBLIC

