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AMENDMENT TO THE  
AMENDED DECLARATION OF CONDOMINIUM OWNERSHIP  
FOR  
TINKER'S LANE CONDOMINIUM

PLEASE CROSS MARGINAL REFERENCE WITH THE AMENDED DECLARATION OF CONDOMINIUM OWNERSHIP FOR TINKER'S LANE CONDOMINIUM RECORDED AT VOLUME OR2215, PAGE 742 ET SEQ. OF THE SUMMIT COUNTY RECORDS.

THIS WILL CERTIFY THAT A COPY OF THIS AMENDMENT TO THE AMENDED DECLARATION OF CONDOMINIUM OWNERSHIP FOR TINKER'S LANE CONDOMINIUM WAS FILED IN THE OFFICE OF THE FISCAL OFFICER OF SUMMIT COUNTY, OHIO.

DATED: 4/2/2020

**KRISTEN M. SCALISE CPA, CFE**  
BY: \_\_\_\_\_  
FISCAL OFFICER

By: *Beverly Coble*  
*Beverly Coble*

DOC # 56535649

**AMENDMENT TO THE  
AMENDED DECLARATION OF CONDOMINIUM OWNERSHIP FOR  
TINKER'S LANE CONDOMINIUM**

**RECITALS**

- A. The Amended Declaration of Condominium Ownership for Tinker's Lane Condominium (the "Declaration") was recorded at Summit County Records, Volume OR2215, Page 742 et seq.
- B. The Tinker's Lane Condominium Association (the "Association") is a corporation consisting of all Unit Owners in Tinkers Lane Condominium and as such is the representative of all Unit Owners.
- C. Declaration Article 9 authorizes amendments to the Declaration.
- D. Unit Owners representing at least 75 percent of the Association's current voting power, based on ownership interests, have executed instruments in writing setting forth specifically the matter to be modified (the "Amendment").
- E. As of February 14, 2020, Unit Owners representing 83.94 percent of the Association's voting power have signed and delivered to the Association written consents, along with powers of attorney, in favor of the Amendment and authorizing the Association's officers to execute the Amendment on their behalf.
- F. Attached as Exhibit A is a statement of the Association's President stating that copies of the Amendment will be mailed by certified mail to all mortgagees on the records of the Association once the Amendment is recorded with the Summit County Fiscal Office.
- G. Attached as Exhibit B is a certification of the Association's Secretary as to the consenting mortgagees, on the records of the Association, to the Amendment.
- H. The Association has complied with the proceedings necessary to amend the Declaration, as required by Chapter 5311 of the Ohio Revised Code and the Declaration, in all material respects.

**AMENDMENT**

The Amended Declaration of Condominium Ownership for Tinker's Lane Condominium is amended by the following:

**MODIFY DECLARATION ARTICLE 11, SECTION A entitled, "Management, Maintenance, Repairs, Alterations and Improvements."** Said modification, to be made on Page 13 of the Declaration, as recorded at Summit County Records, Volume OR2215,

Page 742 et seq., is as follows (deleted language is crossed-out; new language is underlined):

Article 11. Management, Maintenance, Repairs, Alterations and Improvements.

A. The Association.

(1) Management. The Association, through the Board, shall will manage the Condominium Property Common Elements and the affairs of the Condominium with the right, however, to delegate its authority as provided in the Declaration and Bylaws.

(2) Common Elements. Except as otherwise expressly provided in this Declaration, the Association shall will, to the extent and at all times as the Board determines, in the exercise of its business judgment, maintain, repair, replace, and keep the Common Elements same (but not the Limited Common Elements) in a reasonable state of good working order, condition and repair, in a clean, neat, safe and sanitary condition, and in conformity with all laws, ordinances and regulations applicable to the Common Elements, by promptly, properly and in a good and workmanlike manner, making all repairs, replacements, alterations and other improvements (subject, however, to the limitations set forth in Bylaws Article VIII, Section 2) reasonably necessary to comply with the foregoing.

(3) Units. The Association shall will also be responsible for repairing all damage to a Unit or Limited Common Elements specifically caused by the Association, including damage caused by performance by the Association of its obligations hereunder.

(4) Delegation of Authority. The Association may delegate all or any portion of its authority to discharge such responsibility to a manager or managing agent.

(5) Additional Association Maintenance Obligations. Except as provided below in Article 11, Section B and to avoid areas of potential confusion, the Association is, to the extent and at such times as the Board determines, in the exercise of its business judgment, reasonably responsible, at its expense, for the following maintenance, repair, and replacement, whether or not Common Elements (the word "maintenance" includes painting unless stated otherwise):

(a) Those portions of the Common Elements located within the bounds of a Unit, including all foundations, slabs, supporting walls, fixtures and structural elements, but

excluding, however, (i) the interior surfaces of the perimeter walls, floors, doors, and ceilings as well wood subflooring, concrete slab flooring, or other material(s) applied to or constituting such walls, floors, and ceilings, plaster, plasterboard, drywall; and (ii) other portions of the Common Elements within the Unit bounds, the maintenance, repair, or replacement of which is the responsibility of a Unit Owner under any other provision of this Declaration.

(b) The Unit's exterior surfaces including the roof, siding, gutters, and downspouts.

(c) All vent covers, grills, plate covers and other coverings of space which are not part of the Unit.

(d) All sanitary sewer lines, water main lines, gas lines, electric lines, and all utility lines serving more than one Unit, wherever located, including any junction box or meter base serving or housing utility lines or meters serving more than one Unit.

(e) Drives, parking areas and cul-de-sacs.

(f) All chimney components on the exterior of the Unit, including the chimney cap.

(g) Foundations, slabs, structural elements, walls and footers, including exterior cracks in such walls or footers, waterproofing, and settlement of said walls or footers, provided, however, that the Association is not responsible for repair of non-structural interior foundation wall cracks.

(h) All concrete sidewalks, entry walkways, and driveways serving an individual Unit, and all cul de sacs.

(i) Maintenance of all front landscaping beds serving the Unit which face Tinkers Lane, and all trees, tree rings, shrub beds and all other landscaping in the Common Elements.

(j) Reasonable removal of snow from and reasonable ice control on all Common Elements, including sidewalks and drives, and driveways serving the Units, as determined by the Board. The Association is not required to and is not responsible for the removal of snow from or ice control on the entry walkways serving the Unit.

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MODIFY DECLARATION ARTICLE 11, SECTION B entitled, "Unit Owner." Said modification, to be made on Page 13 of the Declaration, as recorded at Summit County Records, Volume OR2215, Page 742 et seq., is as follows (deleted language is crossed-out; new language is underlined):

B. Unit Owner. Except as otherwise expressly provided in this Declaration, The the responsibility of each Unit Owner shall will be, at such Unit Owner's expense, as follows:

(1) To maintain, repair and replace at their his expense all portions of their his Unit in a state of good working order, condition, and repair, in a clean, neat, safe, and sanitary condition, and in conformity with all laws, ordinances, and regulations applicable to such Unit, including, without limitation:

(a) interior surfaces of the perimeter walls, floors, and ceilings of the Unit and such interior walls and other partitions or roof rafters completing the enclosure of space,

(b) all paneling, plaster, plasterboard, drywall, furring strips (if any), paint, wallpaper, wood, tile, linoleum, wood flooring, wood subflooring, and any other finishing and decorating materials applied, attached, installed on or within or affixed to the perimeter and interior floor, ceilings, and walls of such Unit, and garage floor,

(c) and all internal installations of such Unit such as appliances, plumbing, electrical and heating fixtures or installations, and

(d) all plumbing, electric, heating, cooling and other utility or service lines, pipes, wires, ducts or conduits which serve only the Unit or the fixtures located therein, and which are located within the bounds of the Unit,

(e) all faucets, shower heads, plugs, connections, receptacles, switches, grills, thermostats, and other control devices,

(f) all smoke detectors, carbon monoxide detectors, and security systems and associated equipment and wiring, all as located within, on, or appurtenant to the Unit boundaries;

(g) the windows, including skylights, and doors of within said Unit or affixed to the perimeter walls, roofs, or ceilings of a Unit, including garage doors and man doors attached to the garage, including door and window glass, screens, sashes, jambs,

thresholds, hinges, locks, latches, hardware, kickplates, openers, frames (including exterior caulking of door frames as may be needed), automatic garage door opener equipment and keypad, and window and door exterior molding and trim, including window fins or tape,

(h) door knobs and hardware, doorbell buttons, serving the Unit, and

(i) the air-conditioner compressor and the concrete slab under the air-conditioner compressor,

(j) exterior light fixtures and the bulbs therein, and exterior electrical outlets, and

(k) exterior plumbing fixtures such as spigots and any portion of any utility service facilities located within the Unit boundaries, other than such utility facilities serving other Units,

(l) all components of the fireplace within the bounds of the Unit, including the flue; maintenance includes the interior cleaning of the fireplace exhaust vent, flue, and cap and removal of animals from the chimney or fireplace exhaust vent,

(m) ~~and to assume the same responsibility with respect to the~~ Limited Common Elements belonging to their his Unit, including but not limited to:

(i) patios, decks, porches, and

(ii) privacy fences/walls and walks, if any, installed in the side and rear Limited Common Elements of the Unit,

(iii) front stoops and front porches,

(iv) snow and ice removal from the entry walkways serving the Unit, and

(v) landscaping beds not facing Tinkers Lane, plantings, flowers, shrubs, and trees.

Any conflict between these provisions and any other provisions of the Declaration and Bylaws will be interpreted in favor of this amendment clarifying the Association's and individual Unit Owners' maintenance, repair, and replacement responsibilities. 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

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amendment, only Unit Owners of record at the time of the filing have standing to contest the validity of this amendment, whether on procedural, substantive, or any other grounds. Any challenge to the validity of this amendment must be brought in the court of common pleas within one year of the recording of this amendment.

The Tinker's Lane Condominium Association has caused the execution of this instrument this 18<sup>th</sup> day of March, 2020.

TINKER'S LANE CONDOMINIUM ASSOCIATION

By: Louise Flower Pres  
LOUISE FLOWER, President


STATE OF OHIO )  
COUNTY OF Summit ) SS

BEFORE ME, a Notary Public, in and for said County, personally appeared the above-named Tinker's Lane Condominium Association, by its President, 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.

I have set my hand and official seal this 18<sup>th</sup> day of March, 2020.

Denise Lynn Bogucki  
NOTARY PUBLIC

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

Place notary stamp/seal here:  
  
Denise Lynn Bogucki  
Resident Summit County  
Notary Public, State of Ohio  
My Commission Expires:  
April 22, 2023

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Kristen M. Scallise, CPA, CFE, Summit County Fiscal Officer  
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EXHIBIT A

STATEMENT OF PRESIDENT

STATE OF OHIO )  
COUNTY OF Summit ) SS


LOUISE FLOWER, the duly elected and acting President of the Tinker's Lane Condominium Association, states she will cause copies of the Amendment to the Declaration to be mailed by certified mail to all mortgagees having bona fide liens of record against any Unit Ownerships of whose mortgage interests notice had been given to the Association once the Amendment is recorded with the Summit County Fiscal Office.

*Louise Flower Pres*  
LOUISE FLOWER, President

BEFORE ME, a Notary Public, in and for said County, personally appeared the above-named LOUISE FLOWER who acknowledges that she did sign the foregoing instrument and that the same is her free act and deed.

I have set my hand and official seal this 18<sup>th</sup> day of March, 2020.

*Denise Lynn Bogucki*  
NOTARY PUBLIC

Place notary stamp/seal here:  
  
Denise Lynn Bogucki  
Resident Summit County  
Notary Public, State of Ohio  
My Commission Expires:  
April 22, 2023

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EXHIBIT B

CERTIFICATION OF SECRETARY

STATE OF OHIO )  
COUNTY OF Summit ) SS


LINDA M. TREFNEY, the duly elected and acting Secretary of the Tinker's Lane Condominium Association, certifies there are no, as the term is used in Declaration Article 9, "mortgagees" of record on file with the Association as no holders, insurers or guarantors of a mortgage on a Unit have given the Association a written request to receive notice of certain actions or amendments.

Linda M. Trefney  
LINDA M. TREFNEY, Secretary

BEFORE ME, a Notary Public in and for said County, personally appeared the above named LINDA M. TREFNEY who acknowledged that sje did sign the foregoing instrument and that the same is her free act and deed.

I have set my hand and official seal this 18<sup>th</sup> day of March, 2020.

Denise Lynn Bogucki  
NOTARY PUBLIC

Place notary stamp/seal here:  
  
Denise Lynn Bogucki  
Resident Summit County  
Notary Public, State of Ohio  
My Commission Expires:  
April 22, 2023

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