

CUYAHOGA COUNTY
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AMENDMENT TO THE
DECLARATION OF CONDOMINIUM OWNERSHIP
FOR
MACINTOSH FARMS CONDOMINIUM NO. 2

PLEASE CROSS MARGINAL REFERENCE WITH THE DECLARATION OF
CONDOMINIUM OWNERSHIP FOR MACINTOSH FARMS CONDOMINIUM
NO. 2 RECORDED AT VOLUME 95-02546, PAGE 53 ET SEQ. OF THE
CUYAHOGA COUNTY RECORDS.

AMENDMENT TO THE
DECLARATION OF CONDOMINIUM OWNERSHIP FOR
MACINTOSH FARMS CONDOMINIUM NO. 2

RECITALS

A. The Declaration of Condominium Ownership for Macintosh Farms Condominium No. 2 (the "Declaration") was recorded at Cuyahoga County Records, Volume 95-02546, Page 53 et seq.

B. The MacIntosh Farms Condominium No. 2 Owners' Association, Inc. (the "Association") is a corporation consisting of all Unit Owners in MacIntosh Farms II Condominium and as such is the representative of all Unit Owners.

C. Declaration Article XII(A) authorizes amendments to the Declaration.

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

E. As of November 22, 2019, Unit Owners representing 76.486 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 certification of the Association's President and Secretary stating that copies of the Amendment will be mailed or hand delivered to all first mortgagees on the records of the Association and all Unit Owners once the Amendment is recorded with the Cuyahoga County Recorder's Office and that Unit Owners representing at least 75 percent of the Association's voting power affirmatively approved the Amendment, in writing.

G. 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 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 Declaration of Condominium Ownership for Macintosh Farms Condominium No. 2 is amended by the following:

DELETE DECLARATION ARTICLE XVI, SECTION B entitled, "Unit Owner's Right to Lease Unit," in its entirety. Said deletion to be taken from Page 47 of the Declaration, as recorded at Cuyahoga County Records, Volume 95-02546, Page 53 et seq.

INSERT a new DECLARATION ARTICLE XVI, SECTION B entitled, "Leasing of Units." Said new addition, to be added to Page 47 of the Declaration, as recorded at Cuyahoga County Records, Volume 95-02546, Page 53 et seq., is as follows:

(B) Leasing of Units.

(1) 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 set forth in the Declaration, including 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:

(a) The above prohibition does not apply to:

(i) Units that are occupied by the parent(s) or child(ren) of the Unit Owner; or,

(ii) Units that are leased or rented to a third party by the Unit Owner of the Unit as of the date this amendment is recorded with the Cuyahoga County

Fiscal Office, and which the Unit Owner has registered with the Association as a "leased unit" (referred to as "Grandfathered Units") within 90 days of the recording of this amendment; a Grandfathered Unit may continue to be leased until titled ownership of the Unit is transferred to a subsequent Unit Owner; upon the date of title transfer, the Unit is no longer a Grandfathered Unit and is no longer excepted from this lease prohibition; or,

(iii) Units that 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 (b), (c), and (d) below (referred to as "Hardship Units"). To exercise this right:

1. The Unit Owner must provide the Board with prior, written notice of the lease at least 10 business days prior to its commencement;

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

(iv) The Association as a Unit Owner of any Unit or to the Association as a Lessor or Lessee.

(b) Grandfathered Units or Hardship Units are subject to the following conditions and restrictions:

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

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

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

(iv) No Unit may be sub-leased, sublet, or rented by a tenant;

(v) No individual room, part, or sub-part of any Unit may be leased, let, or rented;

(vi) The Association has at all times a limited power-of-attorney from and on behalf of any Unit 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.

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

(viii) When a Unit Owner leases their Unit, the Unit Owner relinquishes all amenity privileges, but continues to be responsible for all obligations of ownership of their 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.

(ix) 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 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 Unit 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 assessed to the Unit Owner(s) and the Unit's account and is a lien against that Unit.

(c) Any land contract for the sale of a Unit must require an initial payment of at least five percent of the purchase price and require payment in full of the balance of the purchase price within 15 years of the execution of the land contract. Any land contract must be recorded with the Cuyahoga 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 meeting the requirements of this subparagraph (c) is an impermissible lease. The buyer of a Unit on a land contract meeting the requirements of this subparagraph (c) is considered the Unit Owner of the Unit for all purposes and obligations under this Declaration, the Bylaws, and the Rules, except only and specifically to the extent otherwise provided in the land contract between the buyer and seller.

(d) 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 B and in furtherance of the preservation of the MacIntosh Farms Condominium No. 2 Owners' Association, Inc. as an owner-occupied community and against the leasing of Units for investment or other purposes. The Board 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. 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.

The MacIntosh Farms Condominium No. 2 Owners' Association, Inc. has caused the execution of this instrument this 10th day of DECEMBER, 2019.

MACINTOSH FARMS CONDOMINIUM NO. 2 OWNERS' ASSOCIATION, INC.

By: Patricia M. Worton
PATRICIA M. WORTON, President

By: Beverly E. Mularchik
BEVERLY E. MULARCHIK, Secretary

STATE OF OHIO)
)
COUNTY OF Summit) SS

BEFORE ME, a Notary Public, in and for said County, personally appeared the above-named MacIntosh Farms Condominium No. 2 Owners' Association, Inc., by its President and its Secretary, who acknowledged that they did sign the foregoing instrument, on Page 7 of 10, 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 10th day of December, 2019.

Nancy Anne Wargo
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 AND SECRETARY

STATE OF OHIO)
)
COUNTY OF Summit) SS

PATRICIA M. WORTON and BEVERLY E. MULARCHICK, the duly elected and acting President and Secretary of the MacIntosh Farms Condominium No. 2 Owners' Association, Inc., certify:

1. They will cause copies of the Amendment 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 Amendment is recorded with the Cuyahoga County Fiscal Office.
2. The Association received the signed, written consents of Unit Owners representing 75 percent of the Association's voting power in favor of the Amendment to the Declaration in accordance with the provisions of Declaration Article XII(A).

Patricia M. Worton
PATRICIA M. WORTON, President

B.E. Mularchick
BEVERLY E. MULARCHICK, Secretary

BEFORE ME, a Notary Public, in and for said County, personally appeared the above-named PATRICIA M. WORTON and BEVERLY E. MULARCHICK who acknowledges that they did sign the foregoing instrument and that the same is their free act and deed.

I have set my hand and official seal this 10th day of DECEMBER, 2019.

Nancy Anne Wargo
NOTARY PUBLIC

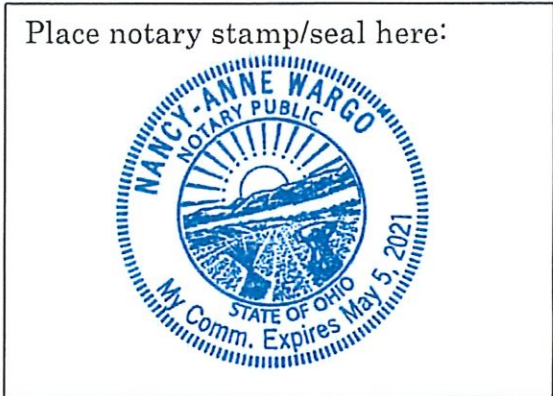


EXHIBIT B

CERTIFICATION OF SECRETARY

STATE OF OHIO)
)
COUNTY OF SUMMIT) SS

BEVERLY E. MULARCHICK, the duly elected and acting Secretary of the MacIntosh Farms Condominium No. 2 Owners' Association, Inc., certifies there are no, as the term is used in Declaration Article XII(A), "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.

B. E. Mularchick
BEVERLY E. MULARCHIK, Secretary

BEFORE ME, a Notary Public in and for said County, personally appeared the above named BEVERLY E. MULARCHIK who acknowledged 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 10th day of DECEMBER, 2019.

Nancy-Anne Wargo
NOTARY PUBLIC

Place notary stamp/seal here:

