

239

5

Instr: 200304160034797 04/16/2003
 P: 1 of 5 F: \$26.00
 Rick Campbell 2:49PM MISC
 Stark County Recorder T20030021013

**FIFTH AMENDMENT TO
 DECLARATION OF
 CONDOMINIUM OWNERSHIP,
 AND OF EASEMENTS, RESTRICTIONS AND COVENANTS
 UNDER CHAPTER 5311 OF THE OHIO REVISED CODE
 FOR
 THE HAMLETS OF GLENMOOR**

April 16TH, 2003

This is to certify that copies of the Fifth Amendment to the Declaration of Condominium Ownership and of Easements, Restrictions and Covenants for the Hamlets of Glenmoor have been filed this date with the Auditor of Stark County, Ohio.

Jarret Weir Crighton
 Auditor of Stark County, Ohio
[Signature], Deputy

This instrument prepared by:
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**FIFTH AMENDMENT TO DECLARATION
OF CONDOMINIUM OWNERSHIP AND OF
EASEMENTS, RESTRICTIONS AND COVENANTS FOR
THE HAMLETS OF GLENMOOR**

This Fifth Amendment to the Declaration of Condominium Ownership and of Easements, Conditions and Restrictions of The Hamlets of Glenmoor (hereinafter called "Declaration of Condominium Ownership" or "Declaration") is made this 10th day of May, 2002, by Hamlets of Glenmoor Unit Owners' Association, (hereinafter referred to as the "Association") pursuant to the provisions of Chapter 5311 of the Ohio Revised Code.

WITNESSETH:

WHEREAS, heretofore, a Declaration of Condominium Ownership dated February 11, 1994, creating Hamlets of Glenmoor, was filed for record with the Stark County, Ohio, Recorder on February 14, 1994, and is recorded in Official Records Volume 593, Page 101, et seq. of the Stark County Records, and included in said Declaration is a description of the Condominium Property along with a Plot Plan of said property; and

WHEREAS, pursuant to Article XII of the Declaration, the Association may amend the original Declaration; and

WHEREAS, prior to the date hereof, four (4) prior amendments to the Declaration have been filed in the Stark County Records; and

NOW, THEREFORE, the Association hereby submits the following amendment to the Declaration of Condominium Ownership for the purpose of providing additional guidelines and restrictions for the leasing, renting and/or occupancy of units within the Hamlets of Glenmoor.

I. Article XVI of the Declaration of Condominium Ownership of Easements, Restrictions and Covenants for The Hamlets of Glenmoor, titled "Sale, Leasing or other Alienation of Units", shall be amended to read, in its entirety, as follows:

A. Unit Owner's Right to Lease Unit

- (1) Except for any Units owned by the Association, no Unit, or part of a Unit, shall be rented or used for transient or hotel purposes, defined as:
 - (a) rental for any period less than twelve (12) consecutive months;
 - (b) rental under which occupants are provided customary hotel services, such as, but no limited to, room service for food and beverages, maid service, the furnishing of laundry and linen, busboy service and similar accommodations; or

(c) rental to roomers or boarders (that is, rental to one (1) or more persons of a portion of a Unit). No Lease may be of less than an entire Unit.

(2) Any Lease Agreement shall be in writing, shall provide that the Lease shall be subject in all respects to the provisions of this Declaration, Bylaws, Rules and Regulations promulgated from time to time by the Board, and shall provide that the failure by the Lessee to comply with the terms of the organizational documents and lawful rules and regulations of the Hamlets of Glenmoor, as then or thereafter shall exist, shall be a default under the Lease. A copy of each Lease of a Unit shall be provided to the Board, along with the name and telephone number of the tenant(s), at least thirty (30) days prior to the date of commencement of tenancy under that Lease.

(3) Excepting Units owned by the Association at any one time, no more than ten percent (10%) of all Units within the Hamlets of Glenmoor may be leased to, licensed to, rented by, and/or solely occupied by persons other than the Unit Owner(s) of such Unit(s).

(4) If any Unit Owner (landlord) or tenant is in violation of any of the provisions of the Declaration or Bylaws, or both, including the Rules and Regulations, the Association may bring an action in its own name or in the name of the Unit Owner, or both, to have the tenant evicted or to recover damages, or both. If the court finds that the tenant is or has violated any of the provisions of the Declaration, Bylaws, Rules and Regulations, the court may find the tenant guilty of forcible detainer, despite the fact that the Unit Owner is not a party to the action and/or that the tenant is not otherwise in violation of the tenant's lease or other rental arrangements with the Unit Owner. For the purposes of granting the forcible detainer against the tenant, the court may consider the Unit Owner a person in whose name a contract (the lease or rental agreement) was made for the benefit of another (the Association). The remedy provided by this subsection is not exclusive and is in addition to any other remedy or remedies available to the Association. If permitted by present or future law, the Association may recover all of its costs, including court costs and reasonable attorney's fees, and these costs shall be a continuing lien on the Unit that shall bind the Unit in the hands of the then Unit Owner written notice of the nature of the violation of the provisions hereof and the tenant and/or the Unit Owner shall have ten (10) days thereafter to cure the violation before the Association may file for eviction.

(5) By becoming a tenant, each tenant agrees to be bound by the Declaration, Bylaws, Rules and Regulations, and recognizes and accepts the right and power of the Association to evict the tenant


Instr: 200304160034797 04/16/2003
P: 3 of 5 F: \$26.00
Rick Campbell 2:49PM MISC
Stark County Recorder T20030021013

for any violation by the tenant of the Declaration, Bylaws, Rules and Regulations.

- (6) To protect the holders of first mortgages encumbering Units and to encourage first mortgage lenders to make loans on Units, only subsections (a), (b), (d), (e) and (f) of Section 1 of this Article XVI shall apply to a first mortgage lender who has title of a Unit through foreclosure of its first mortgage on the Unit or a deed in lieu of foreclosure on its first mortgage on the Unit. Any subsequent purchaser from the first mortgage lender is subject to all o the provisions of this Article XVI.

Instr: 200304160034797
 P: 4 of 5 F: \$26.00 04/16/2003
 Rick Campbell 2:49PM MISC
 Stark County Recorder T20030021013

II. Except as otherwise set forth herein, the original Declaration, the By-Laws attached thereto, the original drawings and other Exhibits and amendments thereto, as currently effective, shall remain in full force and effect.

IN WITNESS WHEREOF, the undersigned hereby execute this instrument on the above date.

SIGNED AND ACKNOWLEDGED
IN THE PRESENCE OF:

HAMLETS OF GLENMOOR UNIT
OWNERS' ASSOCIATION

Daniel M. Jones
 Witness
 Print name: Daniel M. Jones

By: D.M.J.
 Its: President

Sara L. Bean
 Witness
 Print name: Sara L. Bean

Witnesses to both signatures
 Witness
 Print name: _____

By: Norma Raymond, Sec'y
 Its: _____

 Witness
 Print name: _____

Olin M. Harding and Norma Raymond, the Unit Owners of the Hamlets of Glenmoor hereby certify that they are, the President and Secretary, respectively, of Hamlets of Glenmoor Unit Owners' Association, that this Fifth Amendment was duly adopted pursuant to Article XVI of the Declaration, and that they are in possession of signatures of at least 75% of the Unit Owners of Hamlets of Glenmoor agreeing to and adopting this Fifth Amendment to the Declaration.

Instr: 200304160034797 04/16/2003
 P: 6 of 6 F: \$26.00 2:49PM MISC
 Rick Campbell Stark County Recorder T20030021013

Olin M. Harding, President
Norma Raymond, Secretary

STATE OF OHIO)
) ss.
 COUNTY OF STARK)

Before me, a Notary Public, in and for said County and State, personally appeared the above-named Hamlets of Glenmoor Unit Owners' Association, by Olin M. Harding, its President, and Norma Raymond, its Secretary, who acknowledged that they did sign the foregoing instrument and that the same is their free act and deed as such officers of such association and individually.

IN TESTIMONY WHEREOF, I have hereunto set my hand and official seal at Canton, Ohio, this 15th day of April, 2003



Daniel M. Jonas
 Notary Public

DANIEL M. JONAS
 NOTARY PUBLIC-STATE OF OHIO
 My Commission is Continuous
 Under Section 147.03 F.L.C.