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Stark County Recorder T20070034287

AMENDMENTS TO THE
DECLARATION OF CONDOMINIUM OWNERSHIP
UNDER CHAPTER 5311 OF THE REVISED CODE OF OHIO
FOR
BELDEN PARK CONDOMINIUM

PLEASE CROSS MARGINAL REFERENCE WITH THE DECLARATION OF
CONDOMINIUM OWNERSHIP UNDER CHAPTER 5311 OF THE REVISED CODE OF
OHIO FOR BELDEN PARK CONDOMINIUM RECORDED AT VOLUME 108, PAGE
109 ET SEQ., OF THE STARK COUNTY RECORDS.

**AMENDMENTS TO THE
DECLARATION OF CONDOMINIUM OWNERSHIP
UNDER CHAPTER 5311 OF THE REVISED CODE OF OHIO FOR
BELDEN PARK CONDOMINIUM**

WHEREAS, the Declaration of Condominium Ownership for Belden Park Condominium (the "Declaration") and the By-Laws Belden Park Condominium Association (the "Bylaws"), attached to and made a part of the Declaration, were recorded at Stark County Records Volume 108, Page 109 et seq., and

WHEREAS, the Belden Park Condominium Association (the "Association") is a corporation consisting of all Unit owners in Belden park and as such is the representative of all Unit owners, and

WHEREAS, Article IX of said Declaration authorizes amendments to the Declaration and Bylaws Article X authorizes amendments to the Bylaws, and

WHEREAS, Unit owners representing not less than 75% of the Association's voting power have executed instruments in writing setting forth specifically the matters to be added (the "Amendments"), and

WHEREAS, the Association has in its records the signed, written consents to Amendment A signed by Unit owners representing 80.76% of the Association's voting power as of July 3, 2007, and

WHEREAS, the Association has in its records the power of attorney signed by Unit owners representing 80.76% 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 79.49% of the Association's voting power as of July 3, 2007, and

WHEREAS, the Association has in its records the power of attorney signed by Unit owners representing 79.49% 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 78.21% of the Association's voting power as of July 3, 2007, and

WHEREAS, the Association has in its records the power of attorney signed by Unit owners representing 78.21% of the Association's voting power authorizing the Association's officers to execute Amendment C on their behalf, and

WHEREAS, attached hereto as Exhibit A is a certification of the Association's President and Secretary that Unit owners representing not less than 75% of the Association's voting power affirmatively approved the Amendment, in writing, and therefore duly adopted the Amendments in accordance with the Declaration provisions, 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 Belden Park Condominium is hereby amended by the following:

AMENDMENT A

INSERT a new DECLARATION ARTICLE XVI, SECTION 6 entitled, "Cost of Collection." Said new addition, to be added on Page 18 of the Declaration, as recorded at Stark County Records, Volume 108, Page 109 et seq., is as follows:

Section 6. Cost of Collection. A Unit owner, who fails to pay any assessments within ten (10) days after same have become due and payable, shall be liable for any late charges as established by the Board and any and all costs incurred by the Association in connection with the collection of said Unit owner's account, including reasonable attorney fees, recording costs, title reports and/or court costs.

INSERT a new 3rd PARAGRAPH to DECLARATION ARTICLE XX, SECTION 2 entitled, "Enforcement." Said new addition, to be added on Page 24 of the Declaration, as recorded at Stark County Records, Volume 108, Page 109 et seq., is as follows:

If any Unit owner (either by his or her conduct or by the conduct of any occupant or guest of his or her Unit) shall violate any provision of the Declaration, Bylaws or rules and regulations adopted by the Board, said Unit owner shall pay to the Association, in addition to any other sums due, any enforcement assessments for violation of said provision or rule levied by the Board, all costs and expenses incurred by the Association in connection with the enforcement of said provision or rule, including reasonable attorney fees and/or court costs. Said enforcement assessments, costs and expenses shall be charged as a special assessment against said Unit owner. The Association, in addition to all other remedies available, shall have the right

to place a lien upon the estate or interest of said Unit owner as further explained and set forth in Declaration Article XVI, Section 5.

Any conflict between these provisions and any other provisions of the Declaration and Bylaws shall be interpreted in favor of this amendment regarding the cost of collection and cost of enforcement. Upon the recording of this amendment, only Unit owners of record at the time of such filing shall have standing to contest the validity of the amendment, whether on procedural, substantive or any other grounds, provided further that any such challenge shall be brought in the court of common pleas within one year of the recording of the amendment.

AMENDMENT B

INSERT a new BYLAWS ARTICLE IV, SECTION 13 entitled, "Indemnification of Board Members and Officers." Said new addition, to be added on Page 4 of the Bylaws, attached to and made a part of the Declaration, as recorded at Stark County Records, Volume 108, Page 109 et seq., is as follows:

Section 13. Indemnification of Board Members and Officers. The Association shall indemnify any member of the Board of Directors or officer of the Association or any former Board member or officer of the Association and/or its or their respective heirs, executors and administrators, against reasonable expenses, including attorneys' fees, judgments, decrees, fines, penalties or amounts paid in settlement, actually and necessarily incurred by him/her in connection with the defense of any pending or threatened action, suit, or proceeding, criminal or civil, to which he/she is or may be made a party by reason of being or having been such Board member or officer of the Association, provided it is determined in the manner hereinafter set forth that (1) such Board member or officer of the Association was not and is not adjudicated to have been grossly negligent or guilty of misconduct in the performance of his/her duty to the Association; (2) such Board member or officer acted in good faith in what he/she reasonably believed to be in, or not opposed to, the best interest of the Association; (3) in any criminal action, suit or proceeding, such Board member or officer had no reasonable cause to believe that his/her conduct was unlawful; and (4) in case of settlement, the amount paid in the settlement was reasonable.

The determination hereinabove required shall be made by written opinion of independent legal counsel chosen by the Board. Notwithstanding the opinion of legal counsel, to the extent that a Board member or officer has been successful in defense of any action, suit or proceeding, or in the defense

of any claim, issue or matter, he/she shall, in that event, be indemnified as set forth herein.

(a) Advance of Expenses. Funds to cover expenses, including attorneys' fees, with respect to any pending or threatened action, suit, or proceeding may be advanced by the Association prior to the final disposition thereof upon receipt of a request to repay such amounts.

(b) Indemnification Not Exclusive; Insurance. The indemnification provided for in this Article shall not be exclusive, but shall be in addition to any other rights to which any person may be entitled under the Articles of Incorporation, the Declaration, these Bylaws or rules and regulations of the Association, any agreement, any insurance provided by the Association, the provisions of Section 1702.12(E) of the Ohio Revised Code, or otherwise. The Association shall purchase and maintain insurance on behalf of any person who is or was a Board member or officer of the Association against any liability asserted against him/her or incurred by him/her in such capacity or arising out of his/her status as a Board member or officer of the Association.

(c) Indemnification by Unit Owners. The Board members and officers of the Association shall not be personally liable to the Unit owners for any mistake of judgment, negligence, or otherwise, except for their own individual willful misconduct or bad faith. The Unit owners shall indemnify, defend, and hold harmless each of the Board members and officers of the Association against all contractual liabilities to third parties arising out of contracts made on behalf of the Association, except with respect to any such contracts made in bad faith or contrary to the provisions of the Declaration or these Bylaws. Every agreement made by any Board member or officer of the Association shall provide that such Board member or officer of the Association is acting only as a representative of the Association and shall have no personal liability thereunder (except as a Unit owner).

(d) Cost of Indemnification. Any sum paid or advanced by the Association under this Article shall constitute a Common Expense. The Board shall have the power and the responsibility to raise, by special assessment or otherwise, any sums required to discharge the Association's obligations under this Article; provided, however, that the liability of any Unit owners arising out of the contract made by any Board member or officer of the Association, or out of the aforesaid indemnity in favor of such Board member or officer of the Association, shall be limited to such proportion of the total liability hereunder as said Unit owner's pro rata share bears to the total percentage interest of all the Unit owners as members of the Association.

Any conflict between this provision and any other provisions of the Declaration and Bylaws shall be interpreted in favor of this amendment for the indemnification of Board members and officers of the Association. Upon the recording of this amendment, only Unit owners of record at the time of such filing shall have standing to contest the validity of the amendment, whether on procedural, substantive or any other grounds, provided further that any such challenge shall be brought in the court of common pleas within one year of the recording of the amendment.

AMENDMENT C

DELETE DECLARATION ARTICLE III, SECTION 2(g) entitled, "Renting and Leasing," in its entirety. Said deletion to be taken from Page 4 of the Declaration, as recorded at Stark County Records, Volume 108, Page 109 et seq., and as amended at Instrument No. 200704090018716.

INSERT a new DECLARATION ARTICLE III, SECTION 2(g) entitled, "Renting and Leasing." Said new addition, to be added on Page 4 of the Declaration, as recorded at Stark County Records, Volume 108, Page 109 et seq., and as amended at Instrument No. 200704090018716, is as follows:

(g) Renting and Leasing. No Unit shall 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. The purpose of this restriction is to create a community of resident Unit owners, subject to the following:

(1) This restriction does not apply to: (a) Units that are occupied by the parent(s) or child(ren) of the Unit owner; or, (b) any Unit owner leasing or renting his/her Unit at the time of recording of this amendment with the Stark County Recorder's Office, and who has registered his/her Unit as being leased with the Association within ninety (90) days of the recording of this amendment, said Unit owner shall continue to enjoy the privilege of leasing that Unit until the title to said Unit is transferred to a subsequent Unit owner.

(2) To meet a special situation and to avoid an undue hardship or practical difficulty, each Unit owner has the right to lease his/her Unit, provided the Unit owner gives prior written notice to the Board, to a specified lessee for a one-time period not less than six (6) consecutive months nor more than twenty-four (24) consecutive months. The one-time hardship exception of up to twenty-four (24) months may in no event be extended beyond the one twenty-four (24) month period.

(3) In no event shall a Unit be rented or leased by the Unit owner thereof for transient purposes, which is defined to mean a rental for any period less than six (6) 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, in whole or in part, is also prohibited.

(4) Any land contract for the sale of a Unit must be recorded and a recorded copy of the same shall be delivered to the Board. Any land contract not recorded shall be considered an impermissible lease.

(5) All exempted leases must be in writing. The lessee must abide by the terms of the Declaration, Bylaws, and rules and regulations. The Unit owner shall relinquish all amenity privileges, but continue to be responsible for all obligations of ownership of his/her Unit and shall be jointly and severally liable with the lessee to the Association for the conduct of the lessee and/or any damage to property. Copies of all exempted leases shall be delivered to the Board prior to the beginning of the lease term.

(6) In accordance with Ohio Revised Code Section 5311.19(B), the Association may initiate eviction proceedings, pursuant to Chapters 5321 and 1923 of the Revised Code, to evict a tenant. The action shall 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 Chapters 5321 and 1923 of the Revised Code, the Association shall give the Unit owner at least ten (10) days written notice of the intended eviction action. The costs of any eviction action, including reasonable attorney's fees, shall be charged to the Unit owner and shall be the subject of a special Assessment against the offending Unit and made a lien against that Unit.

Any conflict between this provision and any other provisions of the Declaration and Bylaws shall be interpreted in favor of this restriction on the leasing of Units. Upon the recording of this amendment, only Unit owners of record at the time of such filing shall have standing to contest the validity of the amendment, whether on procedural, substantive or any other grounds, provided further that any such challenge shall be brought in the court of common pleas within one year of the recording of the amendment.

IN WITNESS WHEREOF, the said Belden Park Condominium Association has caused the execution of this instrument this 23rd day of July, 2007.

BELDEN PARK CONDOMINIUM ASSOCIATION

By: Jeff Maurer
JEFF MAURER, its President

By: Pam Robson
PAM ROBSON, its Secretary

STATE OF OHIO)
COUNTY OF STARK) SS

BEFORE ME, a Notary Public, in and for said County, personally appeared the above named Belden Park Condominium Association, by its President and its Secretary, who acknowledged that they did sign the foregoing instrument, on Page 8 of 9, 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.

IN WITNESS WHEREOF, I have hereunto set my hand and official seal in CRAWFORD, Ohio, this 23rd day of July, 2007.



Daniel C. Quinlan
Daniel C. Quinlan
Notary Public, State of Ohio
My Commission Expires
February 20, 2012
Recorded in Stark County

Daniel C. Quinlan
NOTARY PUBLIC

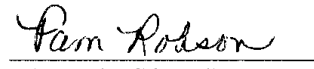
This instrument prepared by:
KAMAN & CUSIMANO, Attorneys at Law
2000 Terminal Tower
50 Public Square
Cleveland, Ohio 44113
(216) 696-0650

EXHIBIT A

CERTIFICATION OF PRESIDENT AND SECRETARY

The undersigned, being the duly elected and qualified President and Secretary of the Belden Park Condominium Association, hereby certifies that the Association received the signed, written consents of Unit owners representing not less than 75% of the Association's voting power in favor of the Amendments to the Declaration in accordance with the provisions of Declaration Article IX and caused such signed, written consents to be filed with the corporate records for Belden Park Condominium Association.


JEFF MAURER, President


PAM ROBSON, Secretary

BEFORE ME, a Notary Public, in and for said County, personally appeared the above named JEFF MAURER and PAM ROBSON who acknowledges that they did sign the foregoing instrument and that the same is their free act and deed.

IN TESTIMONY WHEREOF, I have hereunto set my hand and official seal in CANTON, Ohio, this 23rd day of JULY, 2007.



Daniel C. Quinlan
Daniel C. Quinlan
Notary Public, State of Ohio
My Commission Expires
February 20, 2012
Recorded in Stark County


NOTARY PUBLIC