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Rick Campbell 3:33PM COND
Stark County Recorder T20110036384

AMENDMENTS TO THE
DECLARATION OF CONDOMINIUM OWNERSHIP
FOR
BELDEN PARK CONDOMINIUM

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

THIS WILL CERTIFY THAT COPIES OF THESE AMENDMENTS TO THE DECLARATION OF CONDOMINIUM OWNERSHIP FOR BELDEN PARK CONDOMINIUM HAVE BEEN FILED IN THE OFFICE OF THE COUNTY AUDITOR, STARK COUNTY, OHIO

DATE: NOVEMBER 2, 2011

STARK COUNTY AUDITOR

BY: 
DEPUTY AUDITOR JASON FROST

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AMENDMENTS TO THE
DECLARATION OF CONDOMINIUM OWNERSHIP FOR
BELDEN PARK CONDOMINIUM

WHEREAS, the Declaration of Condominium Ownership for Belden Park Condominium (the "Declaration") and the Bylaws of 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 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 75.64% of the Association's voting power as of August 30, 2011, and

WHEREAS, the Association has in its records the power of attorney signed by Unit owners representing 75.64% 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 85.89% of the Association's voting power as of August 30, 2011, and

WHEREAS, the Association has in its records the power of attorney signed by Unit owners representing 85.89% 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 80.76% of the Association's voting power as of August 30, 2011, 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 C on their behalf, and

WHEREAS, attached hereto as Exhibit A is a certification of the Association's President and Secretary stating that the Amendments were duly adopted 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

DELETE DECLARATION ARTICLE III, SECTION 2(l) entitled, "Animals," in its entirety. Said deletion to be taken from Page 5 of the Declaration, as recorded at Stark County Records, Volume 108, Page 109 et seq.

INSERT a new DECLARATION ARTICLE III, SECTION 2(l) entitled, "Animals and Pets." Said new addition, to be added on Page 5 of the Declaration, as recorded at Stark County Records, Volume 108, Page 109 et seq., is as follows:

(l) Animals and Pets. Except as expressly provided for below, pets, including rabbits, livestock, reptiles, fowl, poultry, or any other animals of any kind, are prohibited from being raised, bred, or kept in any Unit or in the Common Elements.

(1) A Unit Owner may have and keep up dogs (excluding, however, any Prohibited Dog or dog of vicious breed, as each is further defined below), cats, and/or other domestic, household pets, provided that the total number of permitted pets shall not exceed a total of two (2) pets in the Owner's Unit, and, provided further that any permitted pet complies with the restrictions contained in this Section 2(l).

(2) The keeping of any permitted pet is subject to any rules and regulations the Board adopts.

(3) No permitted pet shall at any time be kept, bred, or maintained for any commercial purpose.

(4) Any permitted pet causing or creating a nuisance or unreasonable disturbance shall be permanently removed from the Condominium Property subject to these restrictions upon three (3) days written notice from the Board.

(5) A permitted pet must be kept in a Unit and only those portions of the Condominium Property as the Board designates, unless the permitted pet is on a hand-held leash, being carried, or otherwise transported across the Condominium Property. The tying or staking of a permitted pet outside is prohibited unless the restraint for such pet is six (6) feet or less in length and Unit owner is outside with the permitted pet at all times. Under no circumstances are permitted pets allowed to be outside alone or to run free on Condominium Property.

(6) Pet waste must be picked up immediately.

(7) The term "household pet" does not include "exotic" animals as the Board defines and determines from time to time, including, but not limited to any pigs, miniature horses, snakes or other reptiles, exotic breeds, or wild hybrids.

(8) No Rottweiler, Presa Canario, any dog commonly known as a pit bull, and any mixed breeds of the foregoing (collectively "Prohibited Dogs") may be kept, harbored, or permitted to remain on any part of the Condominium Property for any length of time.

(9) Any "exotic" animal or Prohibited Dog kept in a Unit prior to the recording of this amendment is "grandfathered" and permitted to remain on the Condominium Property, provided that said "exotic" animal or Prohibited Dog

is registered with the Association within thirty (30) days of the date of recording of this amendment, until its demise or relocation off the Condominium Property, at which time it may not be replaced. If an animal is considered "exotic" or a Prohibited Dog, as the Board determines, the Unit Owner must obtain and maintain liability insurance of at least \$500,000.00 per occurrence and provide proof of such insurance to the Association within thirty (30) days of any written request from the Board.

(10) A "vicious dog" shall have the same meaning as in Ohio Revised Code Section 955.11, as the same may be amended from time to time, and also means a dog that: (1) caused injury, including death, to any person or (2) has killed another pet. Upon the Board's determination that a given dog is a vicious dog, such dog is prohibited from being kept, harbored, or permitted to remain on any part of the Condominium Property for any length of time.

(11) Any pet above the two-pet limit residing on the Condominium Property on or before January 1, 2011 is permitted to remain provided that said pet is registered with the Association within thirty (30) days of the date of recording of this amendment. Upon the relocation, removal, or demise of any such registered pet, it may not be replaced unless the pet meets all the requirements of this Section.

Any conflict between this provision and any other provisions of the Declaration and Bylaws shall be interpreted in favor of this restriction on pets. 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 DECLARATION ARTICLE III, SECTION 2(s) entitled, "Occupancy Restriction." Said new addition, to be added on Page 6 of the Declaration, as recorded at Stark County Records, Volume 108, Page 109 et seq., is as follows:

(s) Occupancy Restriction. A person who is classified a Tier III or Tier II sexual offender/child-victim offender, or any future equivalent classification, and for whom the County Sheriff or other government entity must provide community notification of the sex offender's residence is prohibited from residing in or occupying a Unit or remaining in or on the Condominium Property for any length of time. The classification of a sexual offender/child-victim offender and determination of whether notice is required is made by a court of law pursuant to the Ohio Sex Offenders Act, as may be amended and/or renamed from time to time, or similar statute from another jurisdiction. The Association shall not, however, be liable to any Unit owner or Occupant, or anyone visiting any Unit owner or the Association, as a result of the Association's alleged failure, whether negligent, intentional, or otherwise, to enforce the provisions of this restriction.

Any conflict between this provision and any other provisions of the Declaration and Bylaws shall be interpreted in favor of this restriction on the occupancy 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.

AMENDMENT C

DELETE BYLAWS ARTICLE III, SECTION 2 entitled, "Annual Meetings," in its entirety. Said deletion to be taken from Page 1 of the Bylaws, attached to and made a part of the Declaration, as recorded at Stark County Records, Volume 108, Page 109 et seq.

INSERT a new BYLAWS ARTICLE III, SECTION 2 entitled, "Annual Meetings." Said new addition, to be added on Page 1 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 1. Annual Meetings. The Association's Annual Meeting shall be held at such time, at such place, and on such date in each calendar year as the Board determines and is stated in the Meeting notice, for the purpose of the election of directors, the consideration of reports to be laid before the Meeting, and the transaction of such other business as is set forth in the Meeting notice.

Any conflict between this provision and any other provision of the Declaration and Bylaws shall be interpreted in favor of this amendment changing the time for holding the annual meeting. 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.



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IN WITNESS WHEREOF, the said Belden Park Condominium Association has caused the execution of this instrument this 24th day of October, 2011.

BELDEN PARK CONDOMINIUM ASSOCIATION

By: Richard Robson aka Dick Robson
 DICK ROBSON, its President *President*

By: Pamela Robson Secretary
 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 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 Canton, Ohio, this 24 day of OCTOBER, 2011.

[Signature]
 NOTARY PUBLIC

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

Place notary stamp/seal here:



Jill A Hodge
 Resident Stark County
 Notary Public, State of Ohio
 My Commission Expires: 4/30/2012

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 Amendments were duly adopted in accordance with the provisions of Declaration Article IX.

Dick Robson aka *Dick Robson*
DICK ROBSON, President
Pamela Robson Secretary
PAM ROBSON, Secretary

STATE OF OHIO)
COUNTY OF Stark) SS

BEFORE ME, a Notary Public in and for said County, personally appeared the above named **DICK ROBSON** and **PAM ROBSON** who acknowledged 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 24 day of October, 2011.

[Signature]
NOTARY PUBLIC

Place notary stamp/seal here:



Jim A Hodge
Resident Stark County
Notary Public, State of Ohio
My Commission Expires: 4/30/2012