



Instr: 20070806043005 08/06/2007
P: 1 of 7 F: \$72.00
Rick Campbell 1:07PM COND
Stark County Recorder T20070036018

AMENDMENT TO THE
DECLARATION OF CONDOMINIUM OWNERSHIP
FOR
THE HAMLETS OF GLENMOOR

PLEASE CROSS MARGINAL REFERENCE WITH THE DECLARATION OF
CONDOMINIUM OWNERSHIP FOR THE HAMLETS OF GLENMOOR RECORDED
AT VOLUME 1593, PAGE 101 ET SEQ., OF THE STARK COUNTY RECORDS.

AMENDMENT TO THE
DECLARATION OF CONDOMINIUM OWNERSHIP FOR
THE HAMLETS OF GLENMOOR

WHEREAS, the Declaration of Condominium Ownership for The Hamlets of Glenmoor (the "Declaration") and the Bylaws of The Hamlets of Glenmoor Owners' Association (the "Bylaws"), Exhibit "D" to the Declaration, were recorded at Stark County Records Volume 1593, Page 101 et seq., and

WHEREAS, The Hamlets of Glenmoor Condominium Assoc., Inc. (the "Association") is a corporation consisting of all Unit Owners in Hamlets of Glenmoor and as such is the representative of all Unit Owners, and

WHEREAS, Article XII(A) of said Declaration authorizes amendments to the Declaration, and

WHEREAS, Unit Owners representing at least 75% of the Association's voting power have executed instruments in writing setting forth specifically the matter to be modified (the "Amendment"), and

WHEREAS, the Association has in its records the signed, written consents to the Amendment signed by Unit Owners representing 76.47% of the Association's voting power as of July 31, 2007, and

WHEREAS, the Association has in its records the power of attorney signed by Unit Owners representing 76.47% of the Association's voting power authorizing the Association's officers to execute the Amendment on their behalf, and

WHEREAS, attached hereto as Exhibit A is a certification of the Association's President that copies of the Amendment will be mailed or hand delivered to all Unit Owners and all first mortgagees on the records of the Association once the Amendments are recorded with the Stark County Recorder's Office and that Unit Owners representing at least 75% of the Association's voting power affirmatively approved the Amendment, in writing, and

WHEREAS, attached hereto 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, 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 The Hamlets of Glenmoor is hereby amended by the following:

DELETE DECLARATION ARTICLE XVI(A) entitled, "Unit Owner's Right to Lease Unit," in its entirety. Said deletion to be taken from Pages 30-31 of the Declaration, as recorded at Stark County Records, Volume 1593, Page 101 et seq., and as amended at Instrument No. 200304160034797.

INSERT a new DECLARATION ARTICLE XVI(A) entitled, "Leasing of Units." Said new addition, to be added on Pages 30-31 of the Declaration, as recorded at Stark County Records, Volume 1593, Page 101 et seq., is as follows:

(A) Leasing of Units. 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 Board has the authority to dispossess the lessee or otherwise act for the unit

owner for violation of the Declaration, Bylaws or the rules and regulations pursuant to Ohio Revised Code Section 5311.19(B)(1) and in Declaration Article XI(A), as amended. 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.

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 The Hamlets of Glenmoor Condominium Assoc., Inc. has caused the execution of this instrument this 2nd day of AUGUST, 2007.

THE HAMLETS OF GLENMORE CONDOMINIUM ASSOC., INC.

By: William Rees
WILLIAM REES, its President

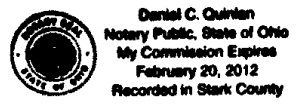
By: Novella P. Hartung
~~CATHY BECKLEY~~, its ~~Acting~~ Secretary NP14
NOVELLA P. HARTUNG

STATE OF OHIO)
)
COUNTY OF STARK) SS

Instr: 200708060043005
P: 5 of 7 F: \$72.00 08/06/2007
Rick Campbell 1:07PM COND
Stark County Recorder T20070036019

BEFORE ME, a Notary Public, in and for said County, personally appeared the above named The Hamlets of Glenmoor Condominium Assoc., Inc., by its President and its Secretary, who acknowledged that they did sign the foregoing instrument, on Page 4 of 7, 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 2ND day of AUGUST, 2007.



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

The undersigned, being the duly elected and qualified President of The Hamlets of Glenmoor Condominium Assoc., Inc., hereby certifies that copies of the Amendment to the Declaration have been mailed or hand delivered to all Unit Owners and all first mortgagees having bona fide liens of record against any Unit Ownerships of whose mortgage interests notice had been given to the Association.

The undersigned further certifies that the Association received the signed, written consents of Unit Owners representing 76.47% of the Association's voting power in favor of the Amendment to the Declaration in accordance with the provisions of Declaration Article XII(A) and caused such signed, written consents to be filed with the corporate records for The Hamlets of Glenmoor Condominium Assoc., Inc.

William Rees
WILLIAM REES, President

STATE OF OHIO)
)
COUNTY OF STARK) SS

BEFORE ME, a Notary Public, in and for said County, personally appeared the above named WILLIAM REES who acknowledges that he did sign the foregoing instrument and that the same is his free act and deed.

IN TESTIMONY WHEREOF, I have hereunto set my hand and official seal in CANTON, Ohio, this 2ND day of AUGUST, 2007.



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

Daniel C. Guilan
NOTARY PUBLIC

EXHIBIT B

CERTIFICATION OF SECRETARY

The undersigned, being the duly elected and qualified Secretary of The Hamlets of Glenmoor Condominium Assoc., Inc., hereby certifies that there is on file in the Association's records, the names of the following mortgagees, if any, who have consented to the proposed Amendment to the Declaration.

NONE

Novella P. Hartung
~~CATHY BECKLEY, Acting Secretary~~ NP it
NOVELLA P. HARTUNG

STATE OF OHIO)
COUNTY OF STARK) SS

NOVELLA P. HARTUNG *NP*

BEFORE ME, a Notary Public in and for said County, personally appeared the above named ~~CATHY BECKLEY~~ who acknowledged that she did sign the foregoing instrument and that the same is her free act and deed.

IN TESTIMONY WHEREOF, I have hereunto set my hand and official seal in CANTON, Ohio, this 2ND day of AUGUST, 2007.



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

Daniel C. Quintan
NOTARY PUBLIC