

AMENDMENTS TO THE
DECLARATION OF CONDOMINIUM OWNERSHIP
FOR
BRETTON NORTH CONDOMINIUM NO. IV

PLEASE CROSS MARGINAL REFERENCE WITH THE DECLARATION OF CONDOMINIUM OWNERSHIP FOR BRETTON NORTH CONDOMINIUM NO. IV RECORDED AT VOLUME 137, PAGE 855 ET SEQ. OF THE STARK COUNTY RECORDS.

THIS WILL CERTIFY THAT COPIES OF THESE AMENDMENTS TO THE DECLARATION OF CONDOMINIUM OWNERSHIP FOR BRETTON NORTH CONDOMINIUM NO. IV HAVE BEEN FILED IN THE OFFICE OF THE COUNTY AUDITOR, STARK COUNTY, OHIO.

DATE: _____

STARK COUNTY AUDITOR

BY: _____
DEPUTY AUDITOR

AMENDMENTS TO THE
DECLARATION OF CONDOMINIUM OWNERSHIP FOR
BRETTON NORTH CONDOMINIUM NO. IV

RECITALS

- A. The Declaration of Condominium Ownership for Bretton North Condominium No. IV (the "Declaration") and the Bylaws of Bretton North No. IV Condominium Unit Owners Association, Inc., Exhibit E of the Declaration (the "Bylaws"), were recorded at Stark County Records Volume 137, Page 855 et seq.
- B. Ohio Revised Code Section 5311.05(E)(1) authorizes the Board of Directors (the "Board"), without a vote of the Unit Owners, to amend the Declaration "to bring the Declaration into compliance with this Chapter."
- C. The Board approved the following matters to be modified (the "Amendments") to bring the Declaration into compliance with Ohio Revised Code Chapter 5311 ("Chapter 5311").
- D. Each of the changes set forth in these Amendments are based on or in accordance with Chapter 5311.
- E. The proceedings necessary to amend the Declaration and Bylaws as permitted by Chapter 5311 and the Declaration have in all respects been complied with.

AMENDMENTS

The Declaration of Condominium Ownership for Bretton North Condominium No. IV is amended by the Board of Directors as follows:

- (1) All references in the Declaration and Bylaws to the term "Common Areas" or "Common Areas and Facilities" are replaced with the term "Common Elements."

(2) All references in the Declaration and Bylaws to the term "Limited Common Areas" or "Limited Common Areas and Facilities" are replaced with the term "Limited Common Elements."

(3) All references in the Declaration and Bylaws to the term "Board of Managers" or "Board of Trustees" are replaced with the term "Board of Directors."

(4) All references in the Declaration and Bylaws to the term "Fines" are replaced with the term "Enforcement Assessments."

(5) DELETE DECLARATION ARTICLE IX, entitled "AGENT FOR SERVICE," in its entirety. Said deletion is to be made on Page 15 of the Declaration, as recorded at Stark County Records, Volume 137, Page 855 et seq.

INSERT a new DECLARATION ARTICLE IX, entitled "AGENT FOR SERVICE." Said new addition to be added on Page 15 of the Declaration, as recorded at Stark County Records, Volume 137, Page 855 et seq., is as follows:

ARTICLE IX

AGENT FOR SERVICE

The Board will designate the Person to receive service of process for the Association. This designation will be accomplished by filing with the Ohio Secretary of State the required statutory agent designation form.

(6) INSERT a new PARAGRAPH to the end of DECLARATION ARTICLE XX, SECTION 2, entitled "Enforcement." Said new addition, to be added on Page 33 of the Declaration, as recorded at Stark County Records, Volume 137, Page 855 et seq., is as follows:

The Board has the authority to impose interest and administrative late fees for the late payment of Assessments; impose returned check charges; and, in accordance with Chapter 5311, impose reasonable enforcement Assessments for violations of the Declaration, the Bylaws, and the rules of the Association, and reasonable charges for damage to the Common Elements.

(7) INSERT a new PARAGRAPH to the end of DECLARATION ARTICLE XVI, SECTION 5(c). Said new addition, to be added on Page 27 of the Declaration, as recorded at Stark County Records, Volume 137, Page 855 et seq., is as follows:

The Association has a lien upon each Unit's ownership interest for any unpaid interest, administrative late fees, enforcement Assessments, and collection costs, attorney's fees, and paralegal fees.

(8) INSERT a new PARAGRAPH to the end of DECLARATION ARTICLE III, SECTION 2(g), entitled "Renting and Leasing." Said new addition, to be added on Page 5 of the Declaration, as recorded at Stark County Records, Volume 137, Page 855 et seq. , is as follows:

The Association may initiate eviction proceedings to evict any tenant, for any violation of the Declaration, Bylaws, rules and regulations, or applicable laws, by the tenant, any Occupant of the Unit, or the owner of the Unit. The Association, as the Unit Owner's agent, will bring such action in the name of the Unit Owner(s). 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 charged to the Unit Owner(s) and the subject of a special Assessment against the offending Unit Owner and made a lien against that Unit.

(9) INSERT a new PARAGRAPH to the end of DECLARATION ARTICLE XVII, SECTION 5(a). Said new addition, to be added on Page 27 of the Declaration, as recorded at Stark County Records, Volume 137, Page 855 et seq., is as follows:

The Association will credit payments made by a Unit Owner in the following order of priority:

- (1) First, to interest owed to the Association;
- (2) Second, to administrative late fees owed to the Association;
- (3) Third, to collection costs, attorney's fees, and paralegal fees incurred by the Association; and

(4) Fourth, to the principal amounts the Unit Owner owes to the Association for the common expenses or enforcement Assessments chargeable against the Unit.

(10) INSERT a new DECLARATION ARTICLE XVII, SECTION 5(i). Said new addition, to be added on Page 28 of the Declaration, as recorded at Stark County Records, Volume 137, Page 855 et seq., is as follows:

(i) When a Unit Owner is delinquent in the payment of assessments for more than 30 days, the Board may, by a majority vote, suspend the right of the Occupants to use the recreational facilities.

(11) INSERT a new PARAGRAPH to the end of BYLAWS ARTICLE IV, SECTION 6, entitled "Special Services." Said new addition, to be added on Page 12 of the Bylaws, Exhibit E of the Declaration, as recorded at Stark County Records, Volume 137, Page 855 et seq. is as follows:

The Board may impose reasonable charges to the Unit Owner for providing copies of the Declaration, Bylaws, or amendments thereto as well as reasonable charges for the handling of re-financing or resale documentation, and statements of unpaid Assessments.

(12) INSERT a new DECLARATION ARTICLE III, SECTION 2(r), entitled "Owner/Resident Information." Said new addition, to be added on Page 8 of the Declaration, as recorded at Stark County Records, Volume 137, Page 855 et seq., is as follows:

(r) Owner/Resident Information. Each Unit Owner must, within 30 days of the recording of this Amendment or within 30 days of title transferring to the Unit Owner, provide to the Association the Unit Owner's and all Occupants' names, home and business mailing addresses, home and business telephone numbers, and the name, business address and business telephone number of any Person who manages the Unit as an agent of that Unit Owner. Any change in the information must be provided to the Board, in writing, within 30 days of said change.

(13) MODIFY DECLARATION ARTICLE VIII, SECTION 4, entitled "Board of Directors." Said modification, to be made on Page 13 of the Declaration, as recorded at Stark County Records, Volume 137, Page 855 et seq., is as follows: (deleted language is crossed out; new language is underlined)

... All persons elected to the Board by members of the Association, ~~exclusive of the Declarant, however,~~ must be Unit Owners or the spouse of a Unit Owner. That notwithstanding, no one Unit may be represented by more than one Person on the Board at any one time. If a Unit Owner is not an individual, that Unit Owner may nominate for the Board of Directors any principal, member of a limited liability company, partner, director, officer, or employee of that Unit Owner.

...

(14) INSERT THREE NEW SENTENCES to the end of BYLAWS ARTICLE II, SECTION 2, entitled "Successor Directors." Said addition, to be added on Page 4 of the Bylaws, Exhibit E of the Declaration, as recorded at Stark County Records, Volume 137, Page 855 et seq., is as follows:

Each Board member must be a Unit Owner or the spouse of a Unit Owner. That notwithstanding, no one Unit may be represented by more than one Person on the Board at any one time. If a Unit Owner is not an individual, that Unit Owner may nominate for the Board of Directors any principal, member of a limited liability company, partner, director, officer, or employee of that Unit Owner.

(15) INSERT a new SENTENCE to the end of BYLAWS ARTICLE II, SECTION 9, entitled "Quorum." Said new addition, to be added on Page 5 of the Bylaws, Exhibit E of the Declaration, as recorded at Stark County Records, Volume 137, Page 855 et seq., is as follows:

Any Board meeting may be held in person or by any method of communication, including electronic or telephonic communication, provided that each Board member can hear, participate and respond to every other Board member.

(16) INSERT a new PARAGRAPH (k) to BYLAWS ARTICLE II, SECTION 12, entitled "Powers." Said new addition to be added on Page 7 of the Bylaws,

Exhibit E of the Declaration, as recorded at Stark County Records, Volume 137, Page 855 et seq., is as follows:

- (k) In addition to all other powers enumerated above, the Board may exercise all powers of the Association, including the power to do the following:
 - (i) Hire and fire managing agents, attorneys, accountants, and other independent contractors and employees that the Board determines are necessary or desirable in the management and operation of the Condominium Property and the Association;
 - (ii) Commence, defend, intervene in, settle, or compromise any civil, criminal, or administrative action or proceeding that is in the name of, or threatened against, the Association, the Board, or the Condominium Property, or that involves two or more Unit Owners and relates to matters affecting the Condominium Property;
 - (iii) Enter into contracts and incur liabilities relating to the operation of the Condominium Property;
 - (iv) Adopt rules that regulate the use or occupancy of Units, the maintenance, repair, replacement, modification, and appearance of Units, Common Elements, and Limited Common Elements when the actions regulated by those rules affect Common Elements or other Units;
 - (v) Grant easements, leases, licenses, and concessions through or over the Common Elements;
 - (vi) Impose and collect fees or other charges for the use, rental, or operation of the Common Elements or for services provided to Unit Owners;
 - (vii) Enter a Unit for bona fide purposes when conditions exist that involve an imminent risk of damage or harm

to Common Elements, another Unit, or to the health or safety of the Occupants of that Unit or another Unit;

- (viii) Purchase insurance and fidelity bonds the Board considers appropriate or necessary; and
- (ix) Invest excess funds in investments that meet standards for fiduciary investments under Ohio law.

Any conflict between the above provisions and any other provisions of the Declaration and Bylaws will be interpreted in favor of the above amendments. The invalidity of any part of the above provision will not impair or affect in any manner the validity or enforceability of the remainder of the provision. Upon the recording of these amendments, only Unit Owners of record at the time of such filing have standing to contest the validity of these amendments, whether on procedural, substantive or any other grounds, provided further that any such challenge must be brought in the court of common pleas within one year of the recording of the amendments.

The Bretton North Condominium No. IV Unit Owners Association, Inc. has caused the execution of this instrument this _____ day of _____, 2019.

BRETTON NORTH CONDOMINIUM NO. IV
UNIT OWNERS ASSOCIATION, INC.

By: _____
JOHN P. ADAMS, President

STATE OF OHIO)
) SS
COUNTY OF STARK)

BEFORE ME, a Notary Public, in and for said County, personally appeared the above named Bretton North Condominium No. IV Unit Owners Association, Inc., by its President, who acknowledged that he 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 him personally and as such officer.

IN WITNESS WHEREOF, I have set my hand and official seal this _____ day of _____, 2019.

NOTARY PUBLIC

Place notary stamp/seal here:

This instrument prepared by:
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Cleveland, Ohio 44113
(216) 696-0650
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