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AMENDMENTS TO THE
DECLARATION OF CONDOMINIUM OWNERSHIP
FOR
MAPLE CREEK CONDOMINIUM ESTATES

PLEASE CROSS MARGINAL REFERENCE WITH THE DECLARATION OF CONDOMINIUM OWNERSHIP FOR MAPLE CREEK CONDOMINIUM ESTATES RECORDED AT VOLUME 1, PAGE 706 OF THE STARK COUNTY RECORDS.

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

DATE: Oct 3, 2019

STARK COUNTY AUDITOR

BY: 
DEPUTY AUDITOR

Alan
Harold

AMENDMENTS TO THE
DECLARATION OF CONDOMINIUM OWNERSHIP FOR
MAPLE CREEK CONDOMINIUM ESTATES

RECITALS

A. The Declaration of Condominium Ownership for Maple Creek Condominium Estates (the "Declaration") was recorded at Stark County Records Volume 1, Page 706 and the First Amended Bylaws of Maple Creek Condominium Association, Inc., (the "Bylaws"), were recorded at Stark County Records Instrument No. 200604130021855.

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. Attached as Exhibit A is an Affidavit of the Association's President as to the consenting mortgagees, on the records of the Association, to the Amendments.

F. 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 Maple Creek Condominium Estates and the First Amended Bylaws of Maple Creek Condominium Association, Inc., are amended by the Board of Directors as follows:

(1) INSERT a new DECLARATION ARTICLE 18, SECTION C, entitled "Enforcement Assessments." Said new addition, to be added on Page 27 of the Declaration, as recorded at Stark County Records, Volume 1, Page 706, is as follows:

C. Enforcement Assessments.

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.

(2) INSERT a new PARAGRAPH to the end of DECLARATION ARTICLE 14, SECTION D. Said new addition, to be added on Page 17 of the Declaration, as recorded at Stark County Records, Volume 1, Page 706, 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.

(3) INSERT a new PARAGRAPH to the end of DECLARATION ARTICLE 3, SECTION B(11). Said new addition, to be added on Page 5 of the Declaration, as recorded at Stark County Records, Volume 1, Page 706 , 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 Family Unit, or the owner of the Family 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 Family Unit.

(4) INSERT a new PARAGRAPH to the end of DECLARATION ARTICLE 14, SECTION A. Said new addition, to be added on Page 16 of the Declaration, as recorded at Stark County Records, Volume 1, Page 706, 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 Family Unit.

(5) INSERT a new PARAGRAPH to the end of BYLAWS ARTICLE V, SECTION 9. Said new addition, to be added on Page 12 of the Bylaws, Exhibit D to the Declaration, as recorded at Stark County Records, Volume 1, Page 706 and as amended at Instrument No. 200604130021855 is as follows:

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 voting privileges of the Unit Owner and the right of the occupants to use the recreational facilities.

(6) INSERT a new PARAGRAPH to the end of BYLAWS ARTICLE IV, SECTION 6. Said new addition, to be added on Page 9 of the Bylaws, Exhibit D to the Declaration, as recorded at Stark County Records, Volume 1, Page 706 and as amended at Instrument No. 200604130021855 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.

(7) INSERT a new DECLARATION ARTICLE 3, SECTION B(12), entitled "Owner/Resident Information." Said new addition, to be added on Page 5 of the Declaration, as recorded at Stark County Records, Volume 1, Page 706, is as follows:

(12) Unit 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 Family 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.

(8) INSERT a new SENTENCE to the end of BYLAWS ARTICLE V, SECTION 2. Said new addition, to be added on Page 11 of the Bylaws, Exhibit D to the Declaration, as recorded at Stark County Records, Volume 1, Page 706 and as amended at Instrument No. 200604130021855 is as follows:

In the alternative, if the Association has collected a Common Surplus at the end of any fiscal year, the Board may determine that such amount will be applied toward reserves.

(9) INSERT a new BYLAWS ARTICLE II, SECTION 11, entitled "Powers and Duties." Said new addition to be added on Page 5 of the Bylaws, Exhibit D to the Declaration, as recorded at Stark County Records, Volume 1, Page 706 and as amended at Instrument No. 200604130021855 is as follows:

Section 11. Powers and Duties.

In addition to all other powers enumerated above, the Board may exercise all powers of the Association, including the power to do the following:

- (a) 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;
- (b) 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;
- (c) Enter into contracts and incur liabilities relating to the operation of the Condominium Property;
- (d) Adopt rules that regulate the use or occupancy of Family Units, the maintenance, repair, replacement, modification, and appearance of Family Units, Common Elements, and Limited Common Elements when the actions regulated by those rules affect Common Elements or other Family Units;

- (e) Grant easements, leases, licenses, and concessions through or over the Common Elements;
- (f) Impose and collect fees or other charges for the use, rental, or operation of the Common Elements or for services provided to Unit Owners;
- (g) Enter a Family Unit for bona fide purposes when conditions exist that involve an imminent risk of damage or harm to Common Elements, another Family Unit, or to the health or safety of the occupants of that Family Unit or another Family Unit;
- (h) Purchase insurance and fidelity bonds the Board considers appropriate or necessary; and
- (i) 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 Maple Creek Condominium Association, Inc. has caused the execution of this instrument this 25th day of Sept., 2019.

MAPLE CREEK CONDOMINIUM ASSOCIATION, INC.

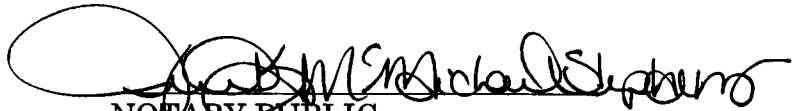
By: Sherrri A. Bianchi, President
SHERRI A. BIANCHI, its President

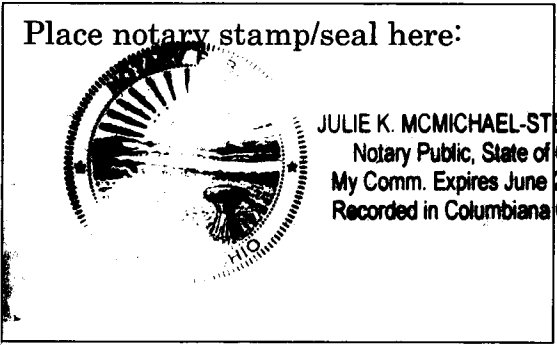
By: Carmela Bradt, Secretary
CARMELA BRADT, its Secretary

STATE OF OHIO)
) SS
COUNTY OF STARK)

BEFORE ME, a Notary Public, in and for said County, personally appeared the above named Maple Creek Condominium Association, Inc., by its President and its Secretary, who acknowledged that they did sign the foregoing instrument, on Page 6 of 8, and that the same is the free act and deed of said corporation and the free act and deed of them personally and as such officers.

IN WITNESS WHEREOF, I have set my hand and official seal this 25th day of Sept., 2019.


NOTARY PUBLIC



This instrument prepared by:
KAMAN & CUSIMANO, LLC.
Attorneys at Law
50 Public Square, Suite 2000
Cleveland, Ohio 44113
(216) 696-0650
www.ohiocondolaw.com

EXHIBIT A

AFFIDAVIT OF PRESIDENT

SHERRI A. BIANCHI, the duly elected and acting President of the Maple Creek Condominium Association, Inc., certifies there are no mortgagees of record on file with the Association as no holders, insurers or guarantors of a first mortgage on a Family Unit have given the Association a written request to receive notice of certain actions or amendments.

Sherrri A. Bianchi, President
SHERRI A. BIANCHI, its Secretary

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

IN TESTIMONY WHEREOF, I have set my hand and official seal this 25th day of Sept., 2019.

Julie K. McMichael-Stephens
NOTARY PUBLIC

