

811



55520926  
Pg: 1 of 8  
02/27/2008 01:35P  
CONDO 80.00

John A Donofrio, Summit Fiscal Officer

AMENDMENTS TO THE  
DECLARATION OF CONDOMINIUM OWNERSHIP  
FOR  
VILLAS AT CHAPEL HILL CONDOMINIUM

PLEASE CROSS MARGINAL REFERENCE WITH THE DECLARATION OF CONDOMINIUM OWNERSHIP FOR VILLAS AT CHAPEL HILL CONDOMINIUM RECORDED AT INSTRUMENT NO. 54476345, OF THE SUMMIT COUNTY RECORDS.

THIS WILL CERTIFY THAT A COPY OF THIS AMENDMENT TO THE DECLARATION OF CONDOMINIUM OWNERSHIP FOR VILLAS AT CHAPEL HILL CONDOMINIUM WAS FILED IN THE OFFICE OF THE FISCAL OFFICER OF SUMMIT COUNTY, OHIO.

DATED: 2/27/08

**JOHN A. DONOFRIO**

BY: \_\_\_\_\_  
FISCAL OFFICER

*[Handwritten Signature]*  
By: Toni Henninger

**AMENDMENTS TO THE**  
**DECLARATION OF CONDOMINIUM OWNERSHIP FOR**  
**VILLAS AT CHAPEL HILL CONDOMINIUM**

**WHEREAS**, the Declaration of Condominium Ownership for Villas at Chapel Hill Condominium (the "Declaration") and the By-Laws of Villas at Chapel Hill Owners Association, Inc. (the "Bylaws"), Exhibit D-1 to the Declaration, were recorded at Summit County Records Instrument No. 54476345, and

**WHEREAS**, the Villas at Chapel Hill Unit Owners Association, Inc. (the "Association") is a corporation consisting of all Owners in Villas at Chapel Hill and as such is the representative of all Owners, and

**WHEREAS**, Article IX of said Declaration authorizes amendments to the Declaration and Bylaws Article VI, Section 13 authorizes amendments to the Bylaws, and

**WHEREAS**, Owners representing at least 75% of the Association's 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 Owners representing 91.37% of the Association's voting power as of January 3, 2008, and

**WHEREAS**, the Association has in its records the power of attorney signed by Owners representing 91.37% 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 Owners representing 84.39% of the Association's voting power as of January 3, 2008, and

**WHEREAS**, the Association has in its records the power of attorney signed by Owners representing 84.39% of the Association's voting power authorizing the Association's officers to execute Amendment B on their behalf, and

**WHEREAS**, attached hereto as Exhibit A is an Affidavit of the Association's President that copies of the Amendments will be mailed by certified mail to all mortgagees on the records of the Association once the Amendments are recorded with the Summit County Fiscal Office, and



John A Donofrio, Summit Fiscal Officer

**55520926**  
Pg: 2 of 8  
02/27/2008 01:35P  
CONDO 80.00

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 Amendments, 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 Villas at Chapel Hill Condominium is hereby amended by the following:

AMENDMENT A

INSERT a new DECLARATION ARTICLE III, SECTION B(12) entitled, "Occupancy Restriction." Said new addition, to be added on Page 6 of the Declaration, as recorded at Summit County Records, Instrument No. 54476345, is as follows:

- (12) 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 Owner or occupant, or anyone visiting any 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 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.



John A Donofrio, Summit Fiscal Officer

55520926

Pg: 3 of 8  
02/27/2008 01:35P  
CONDO 80.00

AMENDMENT B

**DELETE DECLARATION ARTICLE XIX, Section A entitled, "Sale or Lease," in its entirety. Said deletion to be taken from Page 21 of the Declaration, as recorded at Summit County Records, Instrument No. 54476345, and as amended at Instrument No. 55235308.**

**INSERT a new DECLARATION ARTICLE XIX, Section A entitled, "Leasing of Units." Said new addition, to be added on Page 21 of the Declaration, as recorded at Summit County Records, Instrument No. 54476345, and as amended at Instrument No. 55235308, is as follows:**

- A. Leasing of Units. No Unit shall be leased, let or rented, whether for monetary compensation or not, by an Owner to others for business, speculative, investment or any other purpose. The intent of this restriction is to create a community of resident Owners, subject to the following:
- (1) This restriction does not apply to: (a) Units are occupied by the parent(s) or child(ren) of the Owner; or, (2) any Owner leasing or renting his/her Unit at the time of recording of this amendment with the Summit County Fiscal 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 Owner shall continue to enjoy the privilege of leasing that Unit until the title to said Unit is transferred to a subsequent Owner.
  - (2) To meet a special situation and to avoid an undue hardship or practical difficulty, each Owner has the right to lease his/her Unit, provided the 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 twelve (12) consecutive months. The one-time hardship exception of up to twelve (12) months may in no event be extended beyond the one twelve (12) month period.
  - (3) In no event shall a Unit be rented or leased by the 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 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 Owner's agent, in the name of the Owner. In addition to any procedures required by Chapters 5321 and 1923 of the Revised Code, the Association shall give the 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 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 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.



John A Donofrio, Summit Fiscal Officer

**55520926**

Pg: 5 of 8  
02/27/2008 01:35P  
CONDO 80.00

IN WITNESS WHEREOF, the said Villas at Chapel Hill Unit Owners Association, Inc. has caused the execution of this instrument this 21<sup>ST</sup> day of February, 2008.

VILLAS AT CHAPEL HILL UNIT OWNERS ASSOCIATION, INC.

By: *Bob Dannemiller* President  
BOB DANNEMILLER, its President

By: *Jack Obendorfer* Secretary  
JACK OBENDORFER, its Secretary

STATE OF OHIO )  
  )     SS  
COUNTY OF Summit )

BEFORE ME, a Notary Public, in and for said County, personally appeared the above named Villas at Chapel Hill Unit Owners 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 each of them personally and as such officers.

IN WITNESS WHEREOF, I have hereunto set my hand and official seal in Tallmadge, Ohio, this 21<sup>ST</sup> day of February, 2008.

*Nancy Anne Wargo*  
NOTARY PUBLIC

NANCY-ANNE WARGO  
Notary Public, State of Ohio  
My Commission Expires May 5, 2011  
Recorded in Summit County

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

*KAC*



55520926  
Pg: 6 of 8  
02/27/2008 01:35P  
CONDO 80.00

John A Donofrio, Summit Fiscal Officer

EXHIBIT A

AFFIDAVIT

STATE OF OHIO )  
 )  
COUNTY OF Summit )

SS

BOB DANNEMILLER, being first duly sworn, states as follows:

1. He is the duly elected and acting President of the Villas at Chapel Hill Unit Owners Association, Inc.
2. He caused copies of the Amendments to the Declaration to be mailed by certified mail to all mortgagees having bona fide liens of record against any Unit Ownerships of whose mortgage interests notice had been given to the Association.
3. Further affiant sayeth naught.

*Bob Dannemiller President*

BOB DANNEMILLER, President

BEFORE ME, a Notary Public, in and for said County, personally appeared the above named BOB DANNEMILLER 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 TALLMADGE, Ohio, this 21<sup>st</sup> day of February, 2008.

*Nancy Anne Wargo*  
NOTARY PUBLIC

NANCY-ANNE WARGO  
Notary Public, State of Ohio  
My Commission Expires May 5, 2011  
Recorded in Summit County

  
John A Donofrio, Summit Fiscal Officer

55520926  
Pg: 7 of 8  
02/27/2008 01:35P  
CONDO 80.00

EXHIBIT B

CERTIFICATION OF SECRETARY

The undersigned, being the duly elected and qualified Secretary of the Villas at Chapel Hill Unit Owners Association, 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 Amendments to the Declaration.

NONE

*Jack Obendorfer - Secretary*  
\_\_\_\_\_  
JACK OBENDORFER, Secretary

STATE OF OHIO                    )  
  )  
COUNTY OF SUMMIT            )       SS

BEFORE ME, a Notary Public in and for said County, personally appeared the above named **JACK OBENDORFER** who acknowledged 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 TALLMADGE, Ohio, this 21<sup>st</sup> day of February, 2008.

*Nancy Anne Wargo*  
\_\_\_\_\_  
NOTARY PUBLIC

NANCY-ANNE WARGO  
Notary Public, State of Ohio  
My Commission Expires May 5, 2011  
Recorded in Summit County



John A Donofrio, Summit Fiscal Officer

**55520926**  
Pg: 8 of 8  
02/27/2008 01:35P  
CONDO 80.00