

AMENDMENTS TO THE
DECLARATION OF CONDOMINIUM OWNERSHIP
FOR
WATERFORD POINTE CONDOMINIUM

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CONDO 56.00
John A Donofrio, Summit Fiscal Officer

THIS WILL CERTIFY THAT A COPY OF THESE AMENDMENTS TO THE DECLARATION OF CONDOMINIUM OWNERSHIP FOR WATERFORD POINTE CONDOMINIUM WERE FILED IN THE OFFICE OF THE FISCAL OFFICER OF SUMMIT COUNTY, OHIO.

DATED: Dec 17, 2004

BY: JOHN A. DONOFRIO
FISCAL OFFICER
Bry O. Taylor, Deputy Auditor

AMENDMENTS TO THE
DECLARATION OF CONDOMINIUM OWNERSHIP FOR
WATERFORD POINTE CONDOMINIUM

WHEREAS, the Declaration of Condominium Ownership for Waterford Pointe Condominium (the "Declaration") and the By-Laws of Waterford Pointe Condominium Association (the "Bylaws"), Exhibit "A" to the Declaration, were recorded at Summit County Records Volume OR 1872, Page 771 et seq., and

WHEREAS, the Waterford Pointe Condominium Association (the "Association") is a corporation consisting of all Unit Owners in Waterford Pointe Condominium and as such is the representative of all Unit Owners, and

WHEREAS, Item 24 of said Declaration authorizes amendments to the Declaration and Bylaws, and

WHEREAS, a meeting of the Association's Unit Owners was held on or about OCT 14th 2004, and, at such meeting, Unit Owners representing not less than 75% of the voting power of the Association executed, in person or by proxy, an instrument 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 75.5% of the Association's voting power, and

WHEREAS, the Association has in its records the power of attorney signed by Unit Owners representing 75.5% 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 82.3% of the Association's voting power, and

WHEREAS, the Association has in its records the power of attorney signed by Unit Owners representing 82.3% of the Association's voting power authorizing the Association's officers to execute Amendment B on their behalf, and

WHEREAS, the proceedings necessary to amend the Declaration as required by Chapter 5311 of the Ohio Revised Code and the Declaration of Condominium Ownership for Waterford Pointe Condominium have in all respects been complied with.



NOW THEREFORE, the Declaration of Condominium Ownership for Waterford Pointe Condominium is hereby amended by the following:

AMENDMENT A

INSERT a new PARAGRAPH (K) to DECLARATION ITEM 12 entitled, "Leasing of Units." Said new addition, to be added on Page 11 of 19 of the Declaration, as recorded at Summit County Records, Volume OR 1872-771 et seq., is as follows:

(K) 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 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 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, the Board shall grant permission to a Unit Owner to lease his/her Unit 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 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) All exempted leases must be in writing. The lessee must abide by the terms of the Declaration, Bylaws, and rules and regulations. The Board is appointed as Agent, with full power of attorney, to dispossess the lessee or otherwise act for the Unit Owner for violation of the Declaration, Bylaws or the rules and regulations. Any land contract for the sale of a Unit must be recorded and a recorded copy of the same shall be delivered to the Association. Any land contract not recorded shall be considered an

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impermissible lease. The Unit Owner shall 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.

AMENDMENT B

MODIFY BYLAWS ARTICLE I, Section 5(c) entitled, "Actions without a Meeting." Said modification, to be made on Page 5 of 18 of the Bylaws, attached to the Declaration, as recorded at Summit County Records, Volume OR 1872-771 et seq., is as follows (new language is underlined; deleted language is crossed out):

(c) Actions Without a Meeting. All votes and/or actions, including votes to amend the Declaration or Bylaws but excepting an action for the removal of officers, which may be taken at or after a meeting of the ASSOCIATION, may be taken without a meeting with the unanimous consent approval of, and in writing or writings signed by, each members of the ASSOCIATION having the percentage of voting power required to take such action as if it had been taken at a meeting, and shall be filed with the minutes and proceedings of the ASSOCIATION. Such writings shall be filed at the direction of the Secretary of the Association.

Any conflict between the above provision and any other provisions of the Declaration and Bylaws shall be interpreted in favor of this amendment permitting actions without a 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 these amendments, 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 Waterford Pointe Condominium Association has caused the execution of this instrument this 1st day of December, 2004.

WATERFORD POINTE CONDOMINIUM ASSOCIATION

By: Howard Rubin
HOWARD RUBIN, its President

By: Elinor Nyiradi
ELINOR NYIRADI, its Secretary

STATE OF OHIO)
)
COUNTY OF SUMMIT) SS

BEFORE ME, a Notary Public, in and for said County, personally appeared the above named Waterford Pointe 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 Township, Ohio, this 1st day of Dec., 2004.

Kathleen M. Forster
NOTARY PUBLIC

KATHLEEN M. FORSTER
Notary Public, State of Ohio
My Commission Expires Dec. 23, 2008

This instrument prepared by:
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