

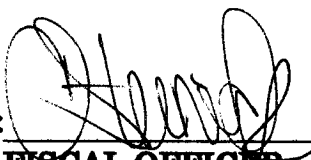
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AMENDMENT TO THE
DECLARATION OF CONDOMINIUM OWNERSHIP
FOR
CARLTON HOUSE CONDOMINIUM

PLEASE CROSS MARGINAL REFERENCE WITH THE DECLARATION OF CONDOMINIUM OWNERSHIP FOR CARLTON HOUSE CONDOMINIUM RECORDED AT VOLUME 5297, PAGE 253 ET SEQ. OF THE SUMMIT COUNTY RECORDS.

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

DATED: 8-17-2023

BY:  Chris Steined
FISCAL OFFICER

DOC # 56830943

KRISTEN M. SCALISE CPA, CFE
By: Beverly Coble
Beverly Coble



**AMENDMENT TO THE
DECLARATION OF CONDOMINIUM OWNERSHIP FOR
CARLTON HOUSE CONDOMINIUM**

RECITALS

- A.** The Declaration of Condominium Ownership for Carlton House Condominium (the “Declaration”) was recorded at Summit County Records, Volume 5297, Page 253 et seq.
- B.** The Carlton House Condominium Owners’ Association, Inc. (the “Association”) is a corporation consisting of all Owners in Carlton House Condominium - Akron and as such is the representative of all Owners.
- C.** Declaration Article 9, as amended, authorizes amendments to the Declaration.
- D.** Owners representing at least 75 percent of the Association’s current voting power, based on ownership interest, have executed instruments in writing setting forth specifically the matter to be modified (the “Amendment”).
- E.** As of August 4, 2023, Owners representing 75.8154 percent of the Association’s voting power have signed and delivered to the Association written consents, along with powers of attorney, in favor of the Amendment and authorizing the Association’s officers to execute the Amendment on their behalf.
- F.** Attached as Exhibit A is an Affidavit of the Association’s President stating that copies of the Amendment will be mailed by certified mail to all mortgagees having bona fide liens of record against any Family Unit ownership on the records of the Association.
- G.** Attached as Exhibit B is a certification of the Association’s Secretary as to the consenting mortgagees, on the records of the Association, to the Amendment.
- H.** The Association has complied with the proceedings necessary to amend the Declaration, as required by Chapter 5311 of the Ohio Revised Code and the Declaration, in all material respects.



AMENDMENT

The Declaration of Condominium Ownership for Carlton House Condominium is amended by the following:

AMENDMENT A

DELETE DECLARATION ARTICLE 3, SECTION B(11) entitled, "Rental of Family Units," in its entirety. Said deletion to be taken from Page 4 of the Declaration, as recorded at Summit County Records, Volume 5297, Page 253 et seq. and as amended at Instrument No. 56299891.

INSERT a new DECLARATION ARTICLE 3, SECTION B(11) entitled, "Leasing of Family Units." Said new addition, to be added to Page 4 of the Declaration, as recorded at Summit County Records, Volume 5297, Page 253 et seq., is as follows:

(11) Leasing of Family Units.

(a) To create a community of resident Owners, to remain within mortgagee owner-occupancy limitations, and to further protect and preserve the Declaration's fundamental purposes set forth in the Declaration, including the preservation of property values and the well-being of Owners and occupants; no Family Unit can be leased, let, or rented, whether for monetary compensation or not, by an Owner to others for business, speculative, investment, or any other purpose, subject to the following:

(i) The above prohibition does not apply to:

(a) Family Units that are occupied by the parent(s) or child(ren) of the Owner; or,

(b) Family Units that are leased or rented by the Owner to a third party as of the date this amendment is recorded with the Summit County Fiscal Office, and which the Owner has registered with the Association as a "leased Family Unit" within 90 days of the recording of this amendment are excepted from this lease



prohibition and may continue to be leased, until title ownership of the Family Unit is transferred to a subsequent Owner (referred to as a "Grandfathered Family Unit"). Upon the date of title transfer to a subsequent Owner, the Family Unit is no longer a Grandfathered Family Unit; or,

(c) Family Units that meet a special situation and to avoid a practical difficulty or other undue hardship, each Owner has the right to lease their Family Unit to a specified renter/tenant for a one-time period of no more than 24 consecutive calendar months, subject to the restrictions and requirements as identified in subparagraphs (ii), (iii), and (iv) below (referred to as "Hardship Family Units"). To exercise this right:

(1) The Owner must provide the Board with prior, written notice of the lease at least 10 business days prior to its commencement;

(2) The Owner may not be more than 60 days delinquent in payment of any assessment or other amount due to the Association. If the Owner is more than 60 days past due in payment, the Owner will request from the Board a one-time hardship exception and will not lease the Family Unit until the Board approves the request.

(d) The Association as an Owner of any Family Unit, or to the Association as a Lessor or Lessee.



(ii) Grandfathered Family Units or Hardship Family Units are subject to the following conditions and restrictions:

(a) Lease terms must be for 12 full, consecutive calendar months;

(b) Leases must be provided to the Board at least 10 days prior to the commencement of the lease term;

(c) No Family Unit may be leased, let, or rented to any business or corporate entity for the purpose of corporate housing or similar use;

(d) No Family Unit may be sub-leased, sublet, or rented by a tenant;

(e) No individual room, part, or sub-part of any Family Unit may be leased, let, or rented;

(f) The Association has at all times a limited power-of-attorney from and on behalf of any Owner who is more than 60 days past due in the payment of any Assessment or other amounts due to the Association. The limited power-of-attorney permits the Association to collect the lease or rent payments directly from the lessee, tenant, or renter until the amount owed to the Association is paid in full.

(g) The lessee, tenant, or renter must abide by the terms of the Declaration, Bylaws, and rules and regulations.

(h) When an Owner leases their Family Unit, the Owner relinquishes all amenity privileges, but continues to be responsible for all obligations of ownership of their Family Unit and



is jointly and severally liable with the lessee, tenant, or renter to the Association for the conduct of the lessee, tenant, or renter and any damage to Association property.

(i) In accordance with Ohio law, the Association may initiate eviction proceedings to evict any lessee, tenant, or renter for violation of the Declaration, Bylaws, rules, or applicable laws, by any Occupant of the Family Unit, or the Owner of the Family Unit. The action will be brought by the Association, as the Owner's agent, in the name of the Owner. In addition to any procedures required by State law, the Association will give the 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 assessed to the Owner(s) and the Family Unit's account and is a lien against that Family Unit.

(iii) Any land contract for the sale of a Family Unit must be recorded with the Summit County Fiscal Office. A recorded copy of the land contract must be delivered to the Board of Directors within 30 days of its recording. Any unrecorded land contract is a prohibited lease.

(iv) The Board may adopt and enforce rules and definitions in furtherance, but not in contradiction of the above provisions, including, rules to address and eliminate attempts to circumvent the meaning or intent of this Section B(11) and in furtherance of the preservation of the Carlton House Condominium Owners' Association, Inc. as an owner-occupied community and against the leasing of Family Units for investment or other purposes. The Board has full power and authority to deny the occupancy of any Family Unit by any Person or family if the Board, in its sole discretion, determines that the Owner of such Family




Unit is intending or seeking to circumvent the meaning, purpose, or intent of this Section B(11).

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

The Carlton House Condominium Owners' Association, Inc. has caused the execution of this instrument this 17th day of August, 2023.

CARLTON HOUSE CONDOMINIUM OWNERS' ASSOCIATION, INC.

By: 
ADELE ROTH, President


By: 
VICKI A. STEPHENSON, Secretary



STATE OF OHIO)
COUNTY OF Summit) SS

BEFORE ME, a Notary Public, in and for the County, personally appeared the above-named Carlton House Condominium Owners' Association, Inc., by its President and its Secretary, who acknowledged that they did sign the foregoing instrument, on Page 7 of 10, and that the same is the free act and deed of the corporation and the free act and deed of each of them personally and as such officers.

I have set my hand and official seal this 17th day of August, 2023.


NOTARY PUBLIC

Place notary stamp/seal here:



LACEY TINNEY
Notary Public, State of Ohio
My Comm. Expires 01/27/2025

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

Mail to:
— Adele D Roth
275 N. BRIDGE PATH 6d
Akron OH 44303




EXHIBIT A

AFFIDAVIT

STATE OF OHIO)
)
COUNTY OF Summit) SS

ADELE ROTH, being first duly sworn, states as follows:

1. She is the duly elected and acting President of the Carlton House Condominium Owners' Association, Inc.
2. She will cause copies of the Amendment 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 once the Amendment is recorded with the Summit County Fiscal Office.



ADELE ROTH, President


BEFORE ME, a Notary Public, in and for the County, personally appeared the above-named **ADELE ROTH** who acknowledges that she did sign the foregoing instrument and that the same is her free act and deed.

I have set my hand and official seal this 17th day of August, 2023.



NOTARY PUBLIC

Place notary stamp/seal here:



LACEY TINNEY
 Notary Public, State of Ohio
 My Comm. Expires 01/27/2025

EXHIBIT B

CERTIFICATION OF SECRETARY

VICKI A. STEPHENSON, the duly elected and acting Secretary of the Carlton House Condominium Owners' Association, Inc., certifies there are no, as the term is used in Declaration Article 9, as amended, "mortgagees" of record on file with the Association as no holders, insurers or guarantors of a first mortgage on a Unit have given the Association a written request to receive notice of certain actions or amendments and so none have consented to the Amendment.

Vicki A. Stephenson
VICKI A. STEPHENSON, Secretary


STATE OF OHIO)
)
COUNTY OF Summit) **SS**

BEFORE ME, a Notary Public in and for the County, personally appeared the above-named **VICKI A. STEPHENSON** who acknowledged that she did sign the foregoing instrument and that the same is her free act and deed.

I have set my hand and official seal this 17th day of August, 2023.

[Signature]
NOTARY PUBLIC

Place notary stamp/seal here:



LACEY TINNEY
Notary Public, State of Ohio
My Comm. Expires 01/27/2025