

20040042050#2150

Mari EOF-

Kaman and Casimiro
50 Public Square #600
Cleveland, OH 44113

AMENDMENTS TO THE
DECLARATION OF CONDOMINIUM OWNERSHIP
FOR
MUIRWOOD VILLAGE CONDOMINIUM

PLEASE CROSS MARGINAL REFERENCE WITH THE DECLARATION OF
CONDOMINIUM OWNERSHIP FOR MUIRWOOD VILLAGE CONDOMINIUM
RECORDED AT VOLUME 567, PAGE 770 ET SEQ. OF THE LORAIN COUNTY
RECORDS.

920 187882 A

AMENDMENTS TO THE
DECLARATION OF CONDOMINIUM OWNERSHIP FOR
MUIRWOOD VILLAGE CONDOMINIUM

WHEREAS, the Declaration of Condominium Ownership for Muirwood Village Condominium (the "Declaration") was recorded at Lorain County Records Volume 567, Page 770 et seq., and

WHEREAS, The Muirwood Village Condominium Unit Owners Association, Inc. (the "Association") is a corporation consisting of all Unit Owners in Muirwood Village and as such is the representative of all Unit Owners, and

WHEREAS, Article 9 of said Declaration authorizes amendments to the Declaration and Bylaws, and

WHEREAS, Unit Owners representing not less than 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 Unit Owners representing 78.0117% of the Association's voting power as of October 25, 2004, and

WHEREAS, the Association has in its records the power of attorney signed by Unit Owners representing 78.0117% 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 86.8395% of the Association's voting power as of October 25, 2004, and

WHEREAS, the Association has in its records the power of attorney signed by Unit Owners representing 86.8395% 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 were mailed by certified mail to all mortgagees on the records of the Association, and

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 of Condominium Ownership for Muirwood Village Condominium have in all respects been complied with.

NOW THEREFORE, the Declaration of Condominium Ownership for Muirwood Village Condominium is hereby amended by the following:

AMENDMENT A

DELETE DECLARATION ARTICLE 3, Section B(15) entitled, "Rental of Units." Said deletion to be taken from Page 7 of the Declaration as recorded at Lorain County Records Volume 567, Page 770 et seq.

INSERT a new DECLARATION ARTICLE 3, Section B(15) entitled, "Leasing of a Unit." Said addition, to be made on Page 7 of the Declaration as recorded at Lorain County Records Volume 567, Page 770 et seq., is as follows:

- (15) Leasing of a Unit. Except as stated below, 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 owner-occupied Units, subject to the following:
 - (a) This restriction does not apply to: (i) Units that are occupied by the parent(s), child(ren), grandparent(s), grandchild(ren), brother(s) and/or sister(s), by blood, or by legal adoption, of the Unit Owner; or, (ii) any Unit Owner leasing his/her Unit on or before the recording of this Amendment 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 owner.
 - (b) 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.
 - (c) In no event shall any 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.

- (d) All exempted leases must be in writing. The lessee must abide by the terms of the Declaration, Bylaws, and Rules. The Board is appointed as Agent, with full power of attorney, to dispossess the lessee or otherwise act for the Unit Owner in case of default under the lease or for violation of the Declaration, Bylaws or the Rules. 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 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

INSERT a new DECLARATION ARTICLE 3, Section B(16) entitled, "Occupancy Restriction." Said addition, to be made on Page 7 of the Declaration as recorded at Lorain County Records Volume 567, Page 770 et seq., is as follows:

(16) Occupancy Restriction. No person who is adjudicated to be a sexual predator or a habitual sex offender and required to register with a designated registering agency, thereby requiring notice to be given pursuant to the Ohio Sex Offenders Act or similar statute from another jurisdiction, as the same may from time to time be amended, may reside in or occupy a Unit for any length of time. Any violation of this restriction shall subject the Unit Owner and/or any Occupant of the Unit to any and all remedies provided for by law as well as this Declaration. The Association shall not, however, be liable to any Unit Owner or Occupant, or anyone visiting any Unit 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 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.

IN WITNESS WHEREOF, the said The Muirwood Village Condominium Unit Owners Association, Inc. has caused the execution of this instrument this 9TH day of NOVEMBER, 2004.

THE MUIRWOOD VILLAGE CONDOMINIUM UNIT OWNERS ASSOCIATION, INC.

By: Alice Livingston - Pres
ALICE LIVINGSTON, its President

By: Mary Begany Secretary
MARY BEGANY, its Secretary

STATE OF OHIO)
)
COUNTY OF LORAIN) SS

BEFORE ME, a Notary Public, in and for said County, personally appeared the above named The Muirwood Village Condominium Unit Owners Association, Inc., by its President and its Secretary, who acknowledged that they did sign the foregoing instrument, on Page 5 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 NORTH RIDGEVILLE, Ohio, this 9TH day of NOVEMBER, 2004.



[Handwritten Signature]

NOTARY PUBLIC

IAN M. LAWRENCE
NOTARY PUBLIC, STATE OF OHIO
My Commission Expires May 4, 2009

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

EXHIBIT A

AFFIDAVIT

STATE OF OHIO)
)
COUNTY OF LORAIN)

SS

ALICE LIVINGSTON, being first duly sworn, states as follows:

1. She is the duly elected and acting President of The Muirwood Village Condominium Unit Owners Association, Inc.
2. Copies of the Amendment to the Declaration of Condominium Ownership for Muirwood Village Condominium were 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.

Alice Livingston, Pres.
ALICE LIVINGSTON, President

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

IN TESTIMONY WHEREOF, I have hereunto set my hand and official seal in NORTH RIDGEVILLE, Ohio, this 28th day of NOVEMBER, 2004.



Ian M. Lawrence
NOTARY PUBLIC

IAN M. LAWRENCE
NOTARY PUBLIC, STATE OF OHIO
My Commission Expires May 4, 2009

EXHIBIT B

CERTIFICATION OF SECRETARY

The undersigned, being the duly elected and qualified Secretary of The Muirwood Village Condominium 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 Amendment to the Declaration of Condominium Ownership for Muirwood Village Condominium.

NONE

Mary Begany Secretary
MARY BEGANY, Secretary

STATE OF OHIO)
)
COUNTY OF LORAIN) SS

BEFORE ME, a Notary Public in and for said County, personally appeared the above named MARY BEGANY who acknowledged that she did sign the foregoing instrument and that the same is her free act and deed.

IN TESTIMONY WHEREOF, I have hereunto set my hand and official seal in NORTH RIDGEVILLE, Ohio, this 9TH day of NOVEMBER, 2004.



Ian M. Lawrence

NOTARY PUBLIC

IAN M. LAWRENCE
NOTARY PUBLIC, STATE OF OHIO
My Commission Expires May 4, 2009

226887

Vol. 695 Page 282

FIRST AMENDMENT TO DECLARATION OF CONDOMINIUM OWNERSHIP

FOR

MUIRWOOD VILLAGE CONDOMINIUM

CERTIFICATE OF AUDITOR

This will certify that a copy of this Amendment was filed in the Office of the County Auditor, Lorain County, Ohio on April 16th, 1993.

Julian A. Pijor
Lorain County Auditor

UNOFFICIAL

NO TRANSFER NECESSARY

JULIAN A. PIJOR

LORAIN COUNTY AUDITOR

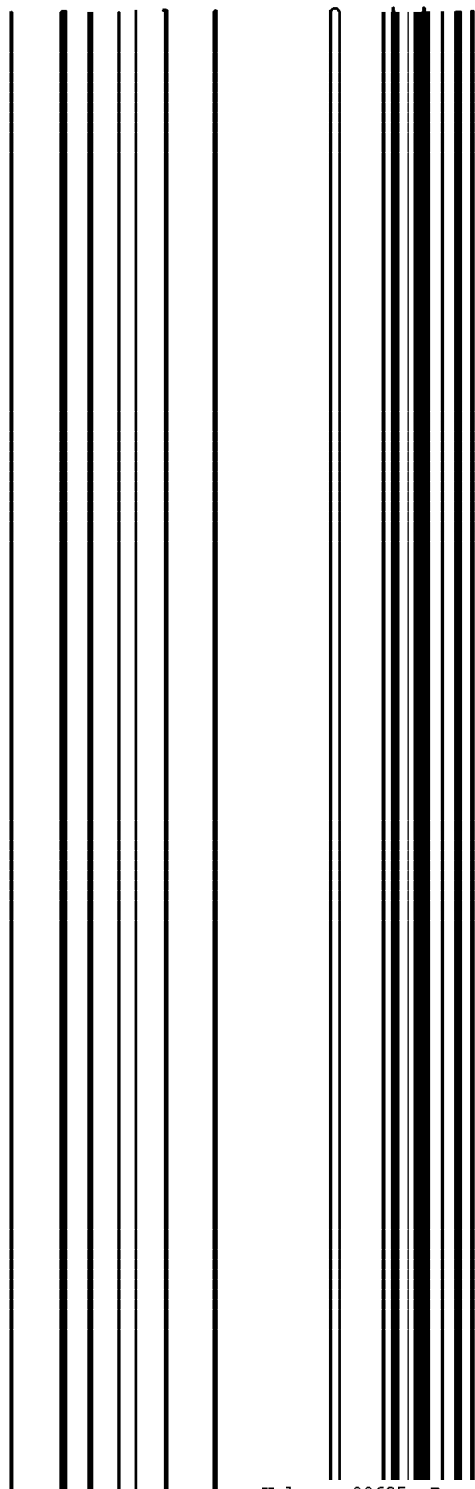
4-28-93 JW

DEPUTY

**AMENDMENT
TO THE DECLARATION OF CONDOMINIUM OWNERSHIP FOR
MUIRWOOD VILLAGE CONDOMINIUM**

The Muirwood Village Condominium Unit Owners Association, an Ohio corporation not for profit, hereby amends the Declaration of Condominium Ownership for Muirwood Village Condominium recorded at Volume 567 Pages 770 et seq. of Lorain County Ohio Condominium Map Records, said amendment being made pursuant to Article 9 of said Declaration of Condominium Ownership.

ARTICLE 4



time. Although 104 additional units have been planned for the Condominium Property as expanded, the Developer reserves the right not to build said Units or not to build all of them, if the Developer should deem such future development unfeasible, financially or otherwise. The first expansion is to consist of 20 units as described in Article 4 and is expected to be added to the condominium within one year from the date of recording this Declaration.

Said paragraph is hereby replaced by the following:

All of the additional property referred to in paragraph B and described in Exhibit 2 must be added to the Condominium Property. The Developer reserves the right to add portions of said property at different times by so amending this Declaration pursuant to Section 53.11.051, without limitation, as to which portions shall be added at any particular time. Although 108 additional units have been planned for the Condominium Property as expanded, the Developer reserves the right not to build said Units or not to all of them, if the Developer should deem such future development unfeasible, financially or otherwise. The first expansion is to consist of 24 units as described in Article 4 and is expected to be added to the condominium within one year from the date of recording this Declaration.

2. Paragraph F of Article 21 states:

The improvements to be added to the additional property shall consist of a maximum 104 additional Condominium Units, substantially identical to those described in Article 4, as shown in the drawings affixed hereto as "Exhibit A", with improvements, Common Areas and Limited Common Areas of the same kind that appertain to the existing Units. No other Common Areas or Facilities are planned.

The number 104 in line two of said paragraph is hereby changed to 108.

3. An additional paragraph is hereby added to Article 21:

The Developer has purchased 2.1 acres of vacant land adjacent to the Southwest corner of the Condominium property and fronting on Ohio Route 83, Avon-Belden Road. Said property is described in Exhibit 2 affixed hereto and shown in the Drawings affixed hereto as Exhibit 1, as Additional Proposed Future Development. The Developer reserves the right to add said land, or part of it, to the Condominium Property and to constructed thereon as many as 16 condominium units substantially similar to the existing units. The interest of said units in the Common Areas and Facilities of the condominium shall be based on the floor area of each unit to the total floor area of all of the condominium units. The interests of then-existing condominium units will be adjusted accordingly.

Said paragraph will be designated by the Letter J. The existing paragraphs J and K are hereby designated K and L respectively.

The one-car, semi-attached garage originally assigned to Unit No. 60 is hereby assigned to Unit No. 63 and the one-car, semi-attached garage originally assigned to Unit No. 63 is hereby assigned to Unit No. 60 and the amended drawings of the condominium are affixed hereto as Exhibit 1.

In all other respects, the Declaration of Condominium Ownership shall remain in full force and effect.

IN WITNESS WHEREOF, the said Muirwood Village Condominium Unit Owners Association has caused the execution of this Amendment this 16th day of FEBRUARY, 1993.

MUIRWOOD VILLAGE CONDOMINIUM UNIT OWNERS ASSOCIATION

[Signature]
[Signature]

John Stefanik
President

[Signature]
[Signature]

Joseph R. Scaletta
Secretary-Treasurer

STATE OF OHIO)
 : SS
LORAIN COUNTY)

Before me, a notary public in and for said county and state, personally appeared the above named John Stefanik and Joseph R. Scaletta, who acknowledged that they did sign the foregoing instrument and that the same is their free act and deed.

In Testimony Whereof, I have hereunto set my hand and official seal at NORTH RIDGEVILLE, Ohio this 16th day of FEBRUARY, 1993.

[Signature]

Notary Public
John J. Duffy - Notary Public
State of Ohio
My commission has no expiration date

This Instrument prepared by:
John J. Duffy
John J. Duffy & Associates
Attorneys at Law
23823 Lorain Road - #270
North Olmsted, Ohio 44070
(216) 779-6636

EXHIBIT 2

LEGAL DESCRIPTIONS - MUIRWOOD VILLAGE CONDOMINIUM

PHASE II - Expansion Area

Part of Lot No. 19 in Original Ridgeville Township, City of North Ridgeville, Lorain County, Ohio, and being all of Lot No. 5, the westerly 134.12 feet of Lot No. 6, all of Lot No. 16 excepting the westerly 17.36 feet thereof, and the westerly 41.59 feet of Lot No. 15 in the plat of Canterbury Village, P.V. 34, Pg. 57, Records of the Lorain County Recorder.

Remaining expansion area:

Part of Lot No. 19 in Original Ridgeville Township, City of North Ridgeville, Lorain County, Ohio, and being all of Lots Nos. 7, 8, 9, 12, 13, and 14, the easterly 65.88 feet of Lot No. 6, and the easterly 158.41 feet of Lot No. 15 in the plat of Canterbury Village, P.V. 34, Pg. 57, records of the Lorain County Recorder.

New future development area:

Part of Lot No. 19 in original Ridgeville Township, City of North Ridgeville, Lorain County, Ohio, and being all of Lot No. 24 in the plat of Canterbury Village, P.V. 34, Pg. 57, records of the Lorain County Recorder.

UNOFFICIAL

Received for Record APR 28 1993
at 10:30 o'clock A.M. in P.M. RECORD
VOL 695 MARY ANN JAMISON
PAGE 282 Lorain County Recorder

FILM ROLL NO. 707

1716 87.40 Plat
17.00 Dec.
104.40

Buy Midland
Sally Title

1 m18 17.00
CT