

**AMENDMENT TO THE DECLARATION OF CONDOMINIUM OWNERSHIP AND  
OF EASEMENTS, RESTRICTIONS AND COVENANTS**

**FOR**

**LARCHMERE LOFTS CONDOMINIUM ASSOCIATION, INC.**

THIS WILL CERTIFY THAT A COPY OF THIS AMENDMENT TO THE DECLARATION FOR LARCHMERE LOFTS CONDOMINIUM ASSOCIATION, INC. WAS FILED IN THE OFFICE OF THE COUNTY AUDITOR OF CUYAHOGA COUNTY, OHIO.

DATED: \_\_\_\_\_

BY: \_\_\_\_\_

**AMENDMENT TO THE DECLARATION OF LARCHMERE  
LOFTS CONDOMINIUM**

**WHEREAS**, the Declaration of Larchmere Lofts Condominium was recorded on May 27, 2011 in the records of Cuyahoga County, Ohio as Automated File Number 2011005270300 (the "Declaration"; capitalized terms not otherwise defined herein shall have the meanings ascribed to such terms in the Declaration);

**WHEREAS**, the Larchmere Lofts Condominium Association, Inc. (the "Association") is a corporation consisting of all Unit Owners in the Larchmere Lofts Condominium and as such is the representative of all Unit Owners:

**WHEREAS**, Article XIII, Section (1) of the Declaration authorizes amendments to the Declaration so long as such amendments (i) are duly authorized by the affirmative vote of those Unit Owners having at least eighty percent (80%) of the voting power of the Association, (ii) are signed and acknowledged by any two (2) officers of the Association, and (iii) contain the certification by the President or Secretary of the Association that a copy of such amendment has been mailed or hand delivered to all Unit Owners and all first mortgagees of Units and that Unit Owners having at least eighty percent (80%) of the voting power of the Association affirmatively approved such amendment;

**WHEREAS**, the Association has in its records the signed, written consents to this Amendment to the Declaration of Larchmere Lofts Condominium (this "Amendment") signed by Unit Owners representing not less eighty percent (80%) of the Association's voting power;

**WHEREAS**, attached hereto as Exhibit A is a Certification of the Secretary of the Association certifying that (i) a copy of this Amendment was mailed or hand delivered to all Unit Owners and first mortgagees of Units, and (ii) the Association has in its records the consents to this Amendment signed by Unit Owners representing not less than seventy-five percent (75%) of the voting power of the Association and further has in its records the consents, if any, of the first mortgagees;

**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 Association hereby makes and adopts this Amendment as follows:

*<The remainder of this page intentionally left blank.>*

**DELETE Article III, Section 7 in its entirety and INSERT the following language as Article III, Section 7:**

Section 7. Leasing. No Unit shall be leased by a Unit Owner for business, speculative, investment, or any other purpose, whether for compensation or not. The purpose of this restriction is to create a community of owner-occupied housing. This restriction does not apply to Units which are occupied by the legal parent(s), child(ren), or sibling(s) of the titled Unit Owner(s). In the event that the Unit is held in the name of a corporate or entity, a Certificate of Representation shall be executed and filed with the Association naming the individual authorized to reside in the Unit and is entitled to vote and responsible for the payment of assessments.

All Unit Owners that hold a current and existing lease as of the time of the recording of this provision shall be permitted to continue to lease his/her Unit consistent with the current Declaration provisions until the Unit is transferred to a subsequent owner. All current leases must be filed with the Association within thirty (30) days of the filing of this Amendment in order to be exempt under this exception. Copies of all such leases shall be delivered to the Board and shall include the names, addresses, phone numbers, and emergency contact phone numbers for all occupants of the Unit.

To meet special situations, and to avoid undue hardship or practical difficulties, the Board may grant a one-time exception to this restriction on leasing to a Unit Owner. This exception may be granted upon written application to the Board for the hardship exception. Upon receiving written approval from the Board, the Unit Owner may lease the Unit to a specified renter for a period of no less than six (6) months and no more than twenty-four (24) consecutive months provided it is the same tenant for the entire lease term and provided said lease is made subject to the covenants and restrictions of this Declaration, and rules and regulations promulgated from time to time by the Board. This hardship shall not be extended, nor can it be transferred or sub-let to another lessee. At the conclusion of the lease term or upon the lessee vacating the property prior to the end of the lease term, the Unit shall be Owner occupied. An executed copy of the written lease and a list of all persons in residence in the Unit shall be provided to the Board prior to the start of the lease term. Any such lease must contain a provision that requires the tenant and all occupants to abide by the Declaration, the Code of Regulations and the Rules and Regulations of the Association. The Unit Owner shall continue to be liable for the obligations of ownership of the Living Unit and shall be responsible for the conduct of the lessee.

The Board shall have the right to collect rent payments directly from any

lessee who occupies a Unit leased by a Unit Owner who is more than thirty (30) days delinquent in the payment of assessments and may apply such rent to offset such delinquent assessments, late fees, interest, collection costs, and attorney fees. Any amount of rent collected that exceeds the amount due the Association shall be forwarded to the Unit Owner.

In no event shall the Unit be leased by the Unit Owner thereof for transient or hotel purposes, which is defined to mean: (i) rental for any period less than six (6) full calendar months; (ii) any rental if the occupants of the Unit are provided in connection with such rentals, customary hotel services such as room service for food and beverage, maid service, furnishing of laundry and linen or bell-boy service; or (iii) rental of only a portion of the Unit.

Each lease shall be in writing, shall require the lessee(s) to abide by the terms of the Declaration and Bylaws and all amendments thereto, as well as any rules and regulations adopted by the Board, and shall give the Board the right to dispossess or otherwise act for the Home Site Owner(s) in case of default under the lease or for violation of the Declaration, Bylaws or the rules and regulations. The Unit Owner(s) shall continue to be liable for obligations of ownership of his/her Unit and shall be responsible to the Board for the conduct of his/her lessee(s).

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Any conflict between this document and any prior version of the Declaration shall be interpreted in favor of this document. 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 of procedural, substantive, or any other grounds, provided further that any such challenge shall be brought within one year of the recording of the Amendment.

The undersigned further grant a power of attorney to the officers of the Larchmere Loft Condominium Association, Inc. to execute the necessary documents to be filed with the Cuyahoga County Recorder evidencing the consent granted herein.

*<The remainder of this page intentionally left blank.>*

IN WITNESS WHEREOF, the said Larchmere Lofts Condominium Association, Inc. has caused the execution of this Amendment this 8<sup>th</sup> day of June, 2018.

LARCHMERE LOFTS CONDOMINIUM ASSOCIATION, INC.

By: Susan Price  
Susan Price, its President (acting)

By: Nancy Bronson  
Nancy Bronson, its Secretary

STATE OF OHIO            )  
  ) SS  
CUYAHOGA COUNTY        )

BEFORE ME, a Notary Public in and for said County and State, personally appeared the above-named Larchmere Lofts Condominium Association, Inc., by its President and its Secretary, who acknowledged that they did sign the foregoing Amendment 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, at Cleveland, Ohio, this 8<sup>th</sup> day of June, 2018.

Anette McKinney  
Notary Public

This instrument prepared by:  
Ott & Associates Co., L.P.A.  
1300 East 9<sup>th</sup> Street  
Cleveland, Ohio 44114  
Telephone: (216) 771-2600  
Facsimile: (216) 830-8939





Mailed 2/3/12

CUYAHOGA COUNTY  
OFFICE OF FISCAL OFFICER - 9  
DECL 3/5/2012 11:29:59 AM  
**201203050209**

AMENDMENTS TO THE  
DECLARATION  
OF  
LARCHMERE LOFTS CONDOMINIUM

PLEASE CROSS MARGINAL REFERENCE WITH THE DECLARATION OF  
LARCHMERE LOFTS CONDOMINIUM RECORDED AT INSTRUMENT NO.  
200405250330 OF THE CUYAHOGA COUNTY RECORDS.

AMENDMENTS TO THE  
DECLARATION OF  
LARCHMERE LOFTS CONDOMINIUM

WHEREAS, the Declaration of Larchmere Lofts Condominium (the "Declaration") and the Bylaws of Larchmere Lofts Condominium Association (the "Bylaws"), Exhibit B to the Declaration, were recorded at Cuyahoga County Records Instrument No. 200405250330, and

WHEREAS, the Larchmere Lofts Condominium Association (the "Association") is a corporation consisting of all Unit owners in Larchmere Lofts and as such is the representative of all Unit owners, and

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

WHEREAS, Unit owners representing at least 80% of the Association's current voting power, based on ownership interests, 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 87.5% of the Association's voting power as of January 19, 2012, and

WHEREAS, the Association has in its records the power of attorney signed by Unit owners representing 87.5% 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 81.3% of the Association's voting power as of January 19, 2012, and

WHEREAS, the Association has in its records the power of attorney signed by Unit owners representing 81.3% 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 stating that copies of the Amendments will be mailed by certified mail or hand delivered or sent by telegram to all mortgagees on the records of the Association once the Amendments are recorded with the Cuyahoga County Recorder's Office, and

WHEREAS, attached hereto as Exhibit B is a certification from the Association's President and Secretary as to the consenting mortgagees, on the records of the Association, to the Amendment, and stating that the Amendments were duly adopted in accordance with the Declaration provisions 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 Larchmere Lofts Condominium is hereby amended by the following:

AMENDMENT A

INSERT a new BYLAWS ARTICLE IV, SECTION 17 entitled, "Indemnification of Board Members and Officers." Said new addition, to be added on Page 7 of the Bylaws, Exhibit B of the Declaration, as recorded at Cuyahoga County Records, Instrument No. 200405250330, is as follows:

Section 17. Indemnification of Board Members and Officers.  
The Association shall indemnify any member of the Board of Directors or officer of the Association or any former Board member or officer of the Association and/or its or their respective heirs, executors and administrators, against reasonable expenses, including attorneys' fees, judgments, decrees, fines, penalties or amounts paid in settlement, actually and necessarily incurred by him/her in connection with the defense of any pending or threatened action, suit, or proceeding, criminal or civil, to which he/she is or may be made a party by reason of being or having been such Board member or officer of the Association, provided it is determined, in the manner set forth below, that (1) such Board member or officer of the Association was not and is not adjudicated to have been grossly negligent or guilty of

misconduct in the performance of his/her duty to the Association; (2) such Board member or officer acted in good faith in what he/she reasonably believed to be in, or not opposed to, the Association's best interest; (3) in any criminal action, suit or proceeding, such Board member or officer had no reasonable cause to believe that his/her conduct was unlawful; and (4) in case of settlement, the amount paid in the settlement was reasonable.

The above determination required shall be made by written opinion of independent legal counsel the Board chooses. Notwithstanding the opinion of legal counsel, to the extent that a Board member or officer is successful in defense of any action, suit or proceeding, or in the defense of any claim, issue or matter, he/she shall, in that event, be indemnified.

(a) Advance of Expenses. The Association may advance funds to cover expenses, including attorneys' fees, with respect to any pending or threatened action, suit, or proceeding prior to the final disposition upon receipt of a request to repay such amounts.

(b) Indemnification Not Exclusive; Insurance. The indemnification provided for in this Section shall not be exclusive, but shall be in addition to any other rights to which any Person may be entitled under the Articles of Incorporation, the Declaration, these Bylaws or Rules and regulations of the Association, any agreement, any insurance provided by the Association, the provisions of Section 1702.12(E) of the Ohio Revised Code and its successor statutes, or otherwise. The Association shall purchase and maintain insurance on behalf of any Person who is or was a Board member or officer of the Association against any liability asserted against him/her or incurred by him/her in such capacity or arising out of his/her status as a Board member or officer of the Association.

(c) Board Member and Officers Liability. The Board members and officers of the Association shall not be personally liable to the Unit owners for any mistake of judgment, negligence, or otherwise, except for their own willful misconduct or bad faith. The Association's indemnification shall include, but not limited to, all contractual liabilities to third parties arising out of contracts made on

behalf of the Association and every contract or agreement made by any Board member or officer of the Association shall mean that such Board member or officer of the Association is acting only as a representative of the Association and shall have no personal liability, except with respect to any such contracts made in bad faith or contrary to the provisions of the Declaration or these Bylaws and/or as a Unit owner.

(d) Cost of Indemnification. Any sum paid or advanced by the Association under this Section shall constitute a Common Expense. The Board shall have the power and the responsibility to raise, by special Assessment or otherwise, any sums required to discharge the Association's obligations under this Section; provided, however, that the liability of any Unit owner arising out of the contract made by any Board member or officer of the Association, or out of the aforesaid indemnity in favor of such Board member or officer of the Association, shall be limited to such proportion of the total liability as said Unit owner's pro rata share bears to the total percentage interest of all the Unit owners as members of the Association.

Any conflict between this provision and any other provisions of the Declaration and Bylaws shall be interpreted in favor of this amendment for the indemnification of Board members and officers of the Association. 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.

[THIS SPACE LEFT BLANK INTENTIONALLY]

## AMENDMENT B

INSERT a new DECLARATION ARTICLE III, SECTION 20 entitled, "Occupancy Restriction." Said new addition, to be added on Page 8 of the Declaration, as recorded at Cuyahoga County Records, Instrument No. 200405250330, is as follows:

Section 20. 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 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.

## AMENDMENT C

*[Intentionally Left Blank - Amendment Proposal Did Not Pass]*

IN WITNESS WHEREOF, the said Larchmere Lofts Condominium Association has caused the execution of this instrument this 20 day of FEBRUARY, 2012.

LARCHMERE LOFTS CONDOMINIUM ASSOCIATION

By: [Signature]  
DENNIS SOBOL, its President  
SOBOL

By: [Signature]  
JOAN LEVY, its Secretary  
(Print Name)

STATE OF OHIO )  
COUNTY OF Cuyahoga ) SS

BEFORE ME, a Notary Public, in and for said County, personally appeared the above named Larchmere Lofts 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 Beachwood, Ohio, this 24<sup>th</sup> day of February, 2012.

[Signature]  
NOTARY PUBLIC

SHERRY LEE SADA  
Notary Public, Lake County, Ohio  
My Commission Expires 2/2, 2012

Place notary stamp/seal here:

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

EXHIBIT A

AFFIDAVIT


STATE OF OHIO )

COUNTY OF Cuyahoga )

SS

DENNIS SOBEL, being first duly sworn, states as follows:

1. He is the duly elected and acting President of the Larchmere Lofts Condominium Association.
2. He caused copies of the Amendment to the Declaration to be mailed by certified mail or hand delivered or sent by telegram 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.

  
 \_\_\_\_\_  
 DENNIS SOBEL, President  
 SOBOL

BEFORE ME, a Notary Public, in and for said County, personally appeared the above named DENNIS SOBEL 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 BEACHWOOD, Ohio, this 24<sup>th</sup> day of February, 2012.

  
 \_\_\_\_\_  
 NOTARY PUBLIC

SHERRY LEE SADA  
 Notary Public, Lake County, Ohio  
 My Commission Expires 4/2, 2012

Place notary stamp/seal here:

EXHIBIT B

CERTIFICATION OF PRESIDENT AND SECRETARY

The undersigned, being the duly elected and qualified President and Secretary of the Larchmere Lofts Condominium Association, hereby certify that the Amendments to the Declaration of Larchmere Lofts Condominium were duly adopted in accordance with the provisions set forth in the Declaration for amendments.

The undersigned also certify 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

DENNIS SOBOL, President

SOBOL  
Joan Levy

(Print Name)

JOAN LEVY, Secretary

STATE OF OHIO )

COUNTY OF Cuyahoga )

SS

BEFORE ME, a Notary Public in and for said County, personally appeared the above named DENNIS SOBOL and JOAN LEVY 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 in BEACHWOOD, Ohio, this 24<sup>th</sup> day of February, 2012.

Sherry Lee Sada  
NOTARY PUBLIC

SHERRY LEE SADA  
Notary Public, Lake County, Ohio  
My Commission Expires 4/2 2012

Place notary stamp/seal here:

CUYAHOGA COUNTY  
OFFICE OF FISCAL OFFICER - 8  
DEED 5/27/2011 1:29:32 PM  
**201105270300**

AMENDMENTS TO THE  
DECLARATION  
OF  
LARCHMERE LOFTS CONDOMINIUM

PLEASE CROSS MARGINAL REFERENCE WITH THE DECLARATION OF  
LARCHMERE LOFTS CONDOMINIUM RECORDED AT INSTRUMENT NO.  
200405250330 OF THE CUYAHOGA COUNTY RECORDS.



AMENDMENTS TO THE  
DECLARATION OF  
LARCHMERE LOFTS CONDOMINIUM

WHEREAS, the Declaration of Larchmere Lofts Condominium (the "Declaration") and the Bylaws of Larchmere Lofts Condominium Association (the "Bylaws"), Exhibit B to the Declaration, were recorded at Cuyahoga County Records Instrument No. 200405250330, and

WHEREAS, Section 5311.05(E)(1) of the Ohio Revised Code authorizes the Board of Directors, without a vote of the Owners, to amend the Declaration "to bring the Declaration in compliance with this Chapter," and

WHEREAS, the Board of Directors approved the following matters to be modified (the "Amendments") in order to bring the Declaration into compliance with Ohio Revised Code Chapter 5311, and

WHEREAS, the proceedings necessary to amend the Declaration and Bylaws as permitted by Chapter 5311 of the Ohio Revised Code and the Declaration of Larchmere Lofts Condominium have in all respects been complied with.

NOW THEREFORE, the Declaration of Larchmere Lofts Condominium is hereby amended by the Board of Directors as follows:

- (1) All references in the Declaration and Bylaws to the term "Common Areas" or "Common Areas and Facilities" shall be replaced with the term "Common Elements."
- (2) All references in the Declaration and Bylaws to the term "Limited Common Areas" or "Limited Common Areas and Facilities" shall be replaced with the term "Limited Common Elements."
- (3) All references in the Declaration and Bylaws to the term "Board of Trustees" shall be replaced with the term "Board of Directors."
- (4) DELETE DECLARATION ARTICLE VIII, entitled "AGENT FOR SERVICE," in its entirety. Said deletion is to be made on Page 13 of the Declaration, as recorded at Cuyahoga County Records, Instrument No. 200405250330.

INSERT a new DECLARATION ARTICLE VIII, entitled "AGENT FOR SERVICE." Said addition, to be made on Page 13 of the Declaration, as recorded at Cuyahoga County Records, Instrument No. 200405250330, is as follows:

ARTICLE VIII  
AGENT FOR SERVICE

The Person to receive service of process for the Association shall be as designated by the Board. This designation will be accomplished by filing with the Ohio Secretary of State the required statutory agent designation form.

(5) INSERT a new 2<sup>nd</sup> PARAGRAPH to DECLARATION ARTICLE XIX, SECTION 2, entitled "Actions." Said new addition, to be added on Page 34 of the Declaration, as recorded at Cuyahoga County Records, Instrument No. 200405250330, is as follows:

In accordance with Ohio Revised Code Section 5311.081(B)(12), the Board shall have the authority to impose interest and administrative late fees for the late payment of Assessments; impose returned check charges; and, in accordance with the procedure outlined in Ohio Revised Code Section 5311.081(C)(1), 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.

(6) INSERT a new 2<sup>nd</sup> PARAGRAPH to the end of DECLARATION ARTICLE XV, SECTION 5(c). Said new addition, to be added on Page 27 of the Declaration, as recorded at Cuyahoga County Records, Instrument No. 200405250330, is as follows:

In accordance with Ohio Revised Code Section 5311.18(A)(1)(b), 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.

(7) INSERT a new 2<sup>nd</sup> PARAGRAPH to the end of DECLARATION ARTICLE III, SECTION 7, entitled "Renting or Leasing." Said new addition, to be added on Page 6 of the Declaration, as recorded at Cuyahoga County Records, Instrument No. 200405250330, is as follows:

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 Unit owner's Agent, in the name of the Unit owner. In addition to any procedures required by Chapters 5321 and 1923 of the Revised Code, the Association shall give the Unit owner at least ten days written notice of the intended eviction action. The costs of any eviction action, including reasonable attorney's fees, shall be charged to the Unit owner and shall be the subject of a special Assessment against the offending Unit and made a lien against that Unit.

(8) INSERT a new 2<sup>nd</sup> PARAGRAPH to the end of DECLARATION ARTICLE XV, SECTION 5(a). Said new addition, to be added on Page 27 of the Declaration, as recorded at Cuyahoga County Records, Instrument No. 200405250330, is as follows:

In accordance with Ohio Revised Code Section 5311.18(A)(2), the Association shall 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 Unit.

(9) INSERT a new DECLARATION ARTICLE XV, SECTION 5(k). Said new addition, to be added on Page 28 of the Declaration, as recorded at Cuyahoga County Records, Instrument No. 200405250330, is as follows:

(k) In accordance with Ohio Revised Code Section 5311.081(B)(18), when a Unit owner is delinquent in the payment of Assessments for more than thirty (30) days, the Board may, by a majority vote, suspend the right of the Occupants to use the recreational facilities.

(10) INSERT a new 2<sup>nd</sup> PARAGRAPH to the end of DECLARATION ARTICLE XV, SECTION 3(c), entitled "Special Individual Unit Assessments." Said new addition, to be added on Page 26 of the Declaration, as recorded at Cuyahoga County Records, Instrument No. 200405250330, is as follows:

In accordance with Ohio Revised Code Section 5311.081(B)(15), 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 and/or resale documentation, and/or statements of unpaid Assessments.

(11) INSERT a new DECLARATION ARTICLE III, SECTION 19, entitled "Owner/Resident Information." Said new addition, to be added on Page 8 of the Declaration, as recorded at Cuyahoga County Records, Instrument No. 200405250330, is as follows:

Section 19. Owner/Resident Information. In accordance with Ohio Revised Code Section 5311.09(A)(2) and (3), each Unit owner shall, within thirty (30) days of the recording of this Amendment or within thirty (30) days of title transferring to the Unit owner, provide to the Association the Unit owner's and/or 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 Unit as an agent of that Owner. Any change in the information shall be provided to the Board, in writing, within thirty (30) days of said change.

(12) INSERT TWO new SENTENCES to the end of the 2<sup>nd</sup> PARAGRAPH of DECLARATION ARTICLE VII, SECTION 4 entitled "Board of Directors." Said addition, to be made on Page 12 of the Declaration, as recorded at Cuyahoga County Records, Instrument No. 200405250330, is as follows:

Each Board member must be a Unit owner or the spouse of a Unit owner. That notwithstanding, no one (1) Unit may be represented by more than one (1) Person on the Board at any one (1) time.

(13) INSERT a new SENTENCE to the end of BYLAWS ARTICLE IV, SECTION 12, entitled "Quorum." Said new addition, to be added on Page 5 of the Bylaws, Exhibit B of the Declaration, as recorded at Cuyahoga County Records, Instrument No. 200405250330, is as follows:

In accordance with Ohio Revised Code Section 5311.08(A)(4)(a), any Board meeting may be held in person or by any method of communication, including electronic or telephonic communication, provided that each Board member can hear, participate and respond to every other Board member.

(14) INSERT a new PARAGRAPH (m) to BYLAWS ARTICLE IV, SECTION 15, entitled "Powers." Said new addition to be added on Page 6 of the Bylaws, Exhibit B of the Declaration, as recorded at Cuyahoga County Records, Instrument No. 200405250330, is as follows:

(m) In accordance with Ohio Revised Code Section 5311.081(B), in addition to all other powers enumerated herein, the Board may exercise all powers of the Association, including the power to do the following:

(1) Hire and fire attorneys, accountants, and other independent contractors and employees that the Board determines are necessary or desirable in the management and/or operation of the Condominium Property and the Association;

(2) 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;

(3) Grant easements, leases, licenses, and concessions through or over the Common Elements;

(4) Impose and collect fees or other charges for the use, rental, or operation of the Common Elements or for services provided to Unit owners;

(15) Any conflict between the above provisions and any other provisions of the Declaration and Bylaws shall be interpreted in favor of the above amendments. Upon the recording of these amendments, 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 amendments.

IN WITNESS WHEREOF, the said Larchmere Lofts Condominium Association has caused the execution of this instrument this 24 day of May, 2011.

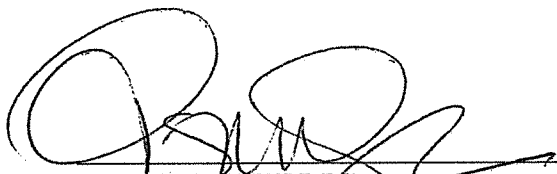
LARCHMERE LOFTS CONDOMINIUM ASSOCIATION

By: Susan Price  
SUSAN PRICE, its President


STATE OF OHIO )  
 ) SS  
COUNTY OF CUYAHOGA )

BEFORE ME, a Notary Public, in and for said County, personally appeared the above named Larchmere Lofts Condominium Association, by Susan Price, its President, who acknowledged that she did sign the foregoing instrument, on Page 7 of 8, and that the same is the free act and deed of said corporation and the free act and deed of her personally and as such officer.

IN WITNESS WHEREOF, I have hereunto set my hand and official seal in Cleveland, Ohio, this 24th day of May, 2011.

  
NOTARY PUBLIC

Place notary stamp/seal here:



TOYA WYNN  
Notary Public, STATE OF OHIO  
My Commission Expires  
DEC. 28, 2014

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

100  
Decl

CUYAHOGA COUNTY RECORDER  
PATRICK J. OMALLEY  
DECL 04/22/2005 02:06:00 PM  
**200504220585**

AMENDMENT TO THE  
DECLARATION OF LARCHMERE LOFTS  
CONDOMINIUM

WHEREAS, the Declaration of Larchmere Lofts Condominium, dated April 21, 2004, was filed for record on May 25, 2004 with the Cuyahoga County Recorder's office as Instrument No. 200405250330 (the "Declaration");

WHEREAS, the Declaration identifies the parking space(s) appurtenant to the respective Units as limited common areas;

WHEREAS, the Condominium Act was amended pursuant to House Bill No. 135;

WHEREAS, the Condominium Act, as amended, changed the terms "common areas" and "limited common areas" to "common elements" and "limited common elements";

WHEREAS, the Condominium Act, as amended, permits Unit owners to reallocate limited common elements between or among units in accordance with the procedures set forth in therein;

WHEREAS, the Association desires to amend the Declaration in order to permit the Unit owners to reallocate the rights to use the parking space(s) appurtenant to the respective Units between and among the Units in accordance with Section 5311.032 of the Condominium Act, as amended and as otherwise provided herein.

NOW THEREFORE, in consideration of the above described premises and good and valuable consideration, the receipt of which is hereby acknowledged, the Association amends the Declaration as follows.

A. Article VI of the Declaration is amended by the deletion of Section 2(b) thereof in its entirety and the substitution of the following in place thereof:

(b) Exclusive Use of Parking Spaces; Reallocation of Parking Spaces. The Unit owners and Occupants of the Units shall be entitled to the exclusive use of the parking space(s) which are appurtenant to their respective Units, subject to such rules and regulations as the Board may adopt from time to time, and subject to the other provisions hereof. Notwithstanding the foregoing, the rights to the use of parking spaces may be reallocated between or among Unit owners pursuant to an amendment to the Declaration in accordance with the provisions of Section 5311.032 of the Condominium Act. An amendment to the Declaration to reallocate the rights to use the parking spaces shall include the written consent of the Unit owners of the affected Units and the holders of all liens on such Units except for real estate taxes and assessments not due and payable.

CUYAHOGA COUNTY RECORDER  
200504220585 PAGE 1 of 3

GT Commercial  
Order No. \_\_\_\_\_

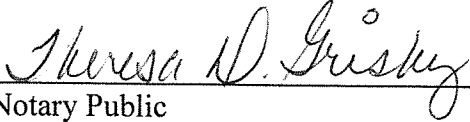
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STATE OF OHIO                    )  
  )  
COUNTY OF CUYAHOGA )       SS

The foregoing instrument was acknowledged before me this 21<sup>st</sup> day of APRIL, 2005 by Susan R.Price, the President, and Edward J. Perotti, the Treasurer, of Larchmere Lofts Condominium Association, an Ohio nonprofit corporation, on behalf of the association.

  
\_\_\_\_\_  
Notary Public  
THERESA D. GRISBY  
Notary Public, State of Ohio  
My Commission Expires March 23, 2009

This Instrument was Prepared By:

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