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Lorain County, Ohio
Mike Doran County Recorder
File **2023-0910185**

AMENDMENTS TO THE
DECLARATION
FOR
THE COTTAGES AT SAVANNAH CONDOMINIUM NORTH RIDGEVILLE, OHIO

PLEASE CROSS MARGINAL REFERENCE WITH THE DECLARATION FOR THE COTTAGES AT SAVANNAH CONDOMINIUM NORTH RIDGEVILLE, OHIO RECORDED AT INSTRUMENT NO. 2000-0713069A OF THE LORAIN COUNTY RECORDS ON OCTOBER 19, 2000.

AMENDMENTS TO THE DECLARATION FOR
THE COTTAGES AT SAVANNAH CONDOMINIUM NORTH RIDGEVILLE, OHIO

RECITALS

- A. The Declaration for The Cottages at Savannah Condominium North Ridgeville, Ohio (the "Declaration") and the Bylaws of Cottages at Savannah Condominium Unit Owners' Association, Exhibit B of the Declaration (the "Bylaws"), were recorded at Lorain County Records Instrument No. 2000-0713069A.
- B. Ohio Revised Code Section 5311.05(E)(1)(c) authorizes the Board of Directors (the "Board"), without a vote of the Unit Owners, to amend the Declaration "to bring the Declaration into compliance with this Chapter."
- C. The Board approved the following matters to be modified (the "Amendments") to bring the Declaration into compliance with Ohio Revised Code Chapter 5311 ("Chapter 5311").
- D. Each of the changes set forth in these Amendments are based on or in accordance with Chapter 5311.
- E. The proceedings necessary to amend the Declaration and Bylaws as permitted by Chapter 5311 and the Declaration have in all respects been complied with.

AMENDMENTS

The Declaration for The Cottages at Savannah Condominium North Ridgeville, Ohio is amended by the Board of Directors as follows:

- (1) **INSERT a NEW PARAGRAPH** to the end of **DECLARATION ARTICLE 17, SECTION (c)**. Said new addition to the Declaration, as recorded at the Lorain County Records, Instrument No. 2000-0713069A, and as amended at Instrument No. 20050077931#2216, is:

The Board will impose the following enforcement procedure:

(a) Prior to imposing a charge for damages or an enforcement assessment, the Board will give the Unit Owner a written notice, which may be in the form of electronic mail to an electronic mail address previously provided by the owner in writing, that includes:

- (1) A description of the property damage or violation;

- (2) The amount of the proposed charge or assessment;
- (3) A statement that the Unit Owner has a right to a hearing before the Board to contest the proposed charge or assessment;
- (4) A statement setting forth the procedures to request a hearing;
- (5) A reasonable date by which the Unit Owner must cure the violation to avoid the proposed charge or assessment.

(b) Hearing Requirements:

(1) To request a hearing, the Unit Owner must deliver a written notice to the Board not later than the tenth day after receiving the notice required above. If the Unit Owner fails to make a timely request for a hearing, the right to that hearing is waived, and the Board may immediately impose a charge for damages or an enforcement assessment.

(2) If a Unit Owner timely requests a hearing, at least seven days prior to the hearing the Board will provide the Unit Owner with a written notice that includes the date, time, and location of the hearing.

(3) The Board will not levy a charge or assessment before holding a properly requested hearing.

(c) The Board may allow a reasonable time to cure a violation described above before imposing a charge or assessment.

(d) Within 30 days following a hearing at which the Board imposes a charge or assessment, the Association will deliver a written notice of the charge or assessment to the Unit Owner.

(e) The Association will deliver any written notice required above to the Unit Owner or any Occupant of the Unit by personal delivery, by electronic mail, by certified mail, return receipt requested, or by regular mail.

(2) MODIFY THE 1st SENTENCE of DECLARATION ARTICLE 10, SECTION (c). Said modification to the Declaration, as recorded at Lorain County Records, Instrument No. 2000-0713069A, is: (new language is underlined)

The continuing lien provided for in Section 10(b) shall take priority over any lien or encumbrance subsequently arising or created, except liens for real estate taxes and assessments and liens of first mortgages filed for record, and may be foreclosed in the same manner as a mortgage on real property in an action brought on behalf of the Association by the President thereof pursuant to authority given to him by the Board.

(3) MODIFY THE 2nd SENTENCE of the 1st PARAGRAPH of DECLARATION ARTICLE 10, SECTION (b). Said modification to the Declaration, as recorded at Lorain County Records, Instrument No. 2000-0713069A, is: (deleted language is crossed out; new language is underlined)

Such certificate shall contain a description of the Unit, the name or names of record of the Unit Owner or Owners thereof and the amount of such unpaid portions of the assessments and shall be subscribed by the President or other designated representative of the Association.

(4) INSERT PARAGRAPH to the end of BYLAWS ARTICLE V, SECTION 5. Said new addition to the Rylaws, Exhibit B of the Declaration, as recorded at Lorain County Records, Instrument No. 2000-0713069A, is:

The Association, as determined by the Board, is not required to permit the examination and copying of any of the following from books, records, or minutes that contain any of the following:

(a) Information that pertains to Condominium Property-related personnel matters;

(b) Communications with legal counsel or attorney work product pertaining to pending litigation or other Condominium Property-related matters;

(c) Information that pertains to contracts or transactions currently under negotiation, or information that is contained in a contract or other agreement containing confidentiality requirements and that is subject to those requirements;

(d) Information that relates to the enforcement of the Declaration, Bylaws, or Association Rules against a Unit Owner;

(e) Information the disclosure of which is prohibited by state or federal law; or

(f) Records that date back more than five years prior to the date of the request.

(5) **MODIFY THE LAST SENTENCE of BYLAWS ARTICLE II, SECTION 1.** Said modification to the Bylaws, Exhibit B of the Declaration, as recorded at Lorain County Records, Instrument No. 2000-0713069A, and as amended at Instrument No. 2016-0602491 is: (deleted language is crossed out; new language is underlined)

~~Notwithstanding anything herein, no Unit may be represented by more than one person on the Board at any one time~~ The majority of the Board will not consist of Unit Owners or representatives from the same Unit unless authorized by a resolution adopted by the Board of Directors prior to the Board majority being comprised of Unit Owners or representatives from the same Unit.

(6) **INSERT A NEW SENTENCE to the end of BYLAWS ARTICLE II, SECTION 9.** Said new addition to the Bylaws, Exhibit B of the Declaration, as recorded at Lorain County Records, Instrument No. 2000-0713069A, is:

Those written consents will be filed with the Board meeting minutes.

(7) **INSERT a NEW PARAGRAPH to the end of DECLARATION ARTICLE 21.** Said new addition to the Declaration, as recorded at Lorain County Records, Instrument No. 2000-0713069A, is:

Notwithstanding the above, without a Unit Owner vote, the Board may amend the Declaration in any manner necessary for any of the following purposes:

(a) To meet the requirements of institutional mortgagees, guarantors and insurers of first mortgage loans, the federal national mortgage association, the federal home loan mortgage corporation, the federal housing administration, the veterans administration, and similar institutions;

(b) To meet the requirements of insurance underwriters;

(c) To bring the Declaration into compliance with the Ohio Condominium Act (Revised Code Chapter 5311);

(d) To correct clerical or typographical errors or obvious factual errors in the Declaration or an exhibit to the Declaration;

(e) To designate a successor to the person named to receive service of process for the Association. If the Association is incorporated in Ohio, this may be accomplished by filing with the Secretary of State an appropriate change of statutory agent designation;

(f) To delete as void, any provision within the Declaration or Bylaws, or in any applicable restriction or covenant, that prohibits, limits the conveyance, encumbrance, rental, occupancy, or use of property subject to Revised Code Chapter 5311 on the basis of race, color, national origin, sex, religion, or familial status; or

(g) To permit notices to Unit Owners, as required by the Declaration or Bylaws, to be sent by electronic mail and, if returned undeliverable, by regular mail, provided the association has received the prior, written authorization from the Unit Owner.

Any Unit Owner who is aggrieved by an amendment to the Declaration that the Board of Directors makes in accordance with the above may commence a declaratory judgment action to have the amendment declared invalid as violative of the above. Any action filed to contest the validity of the amendment must be filed in the appropriate court of common pleas within one year from the date of the recordation of the amendment.

(8) MODIFY BYLAWS ARTICLE II, SECTION 8(k)(1). Said modification to the Bylaws, Exhibit B of the Declaration, as recorded at Lorain County Records, Instrument No. 2000-0713069A, and as amended at Instrument No. 20050077931#2216, is: (deleted language is crossed out; new language is underlined)

(1) Commence, defend, intervene in, settle, or compromise any civil, criminal, land use planning 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, impacts zoning, or otherwise and relates to matters affecting the Condominium Property;

(9) INSERT A NEW PARAGRAPH to the end of DECLARATION ARTICLE 23, SECTION (I). Said new addition to the Declaration, as recorded at Lorain County Records, Instrument No. 2000-0713069A, is:

Notices may also be delivered using electronic mail subject to the following:

(1) The Association may use electronic mail or other transmission technology to send any required notice only to Unit Owners, individually or collectively, who have given the Association written consent to the use of electronic mail or other transmission technology. Any Unit Owner who has not given the Association written consent to use of electronic mail or other transmission technology will receive notices by either regular mail or hand delivered.

(2) An electronic mail or transmission technology to a Unit Owner is not considered delivered and effective if the Association's transmission to the Unit Owner fails, e.g. the Association receives an "undeliverable" or similar message, or the inability to deliver the transmission to the Unit Owner becomes known to the person responsible for sending the transmission. If the electronic mail or transmission is not delivered or effective, the Association will deliver the notice or other communication to the Unit Owner by either regular mail or hand delivered.

(10) MODIFY 1st SENTENCE of BYLAWS ARTICLE V, SECTION 2. Said modification, to the Bylaws, Exhibit B of the Declaration, as recorded at Lorain County Records, Instrument No. 2000-0713069A, is: (new language is underlined)

After the Association's first meeting and the election of the first Board, each year on or before December 1, the Association shall estimate the total amount necessary to pay all the Common Expenses for the next calendar year together with an amount necessary for an adequate reserve for contingencies to repair and replace major capital items in the normal course of operations without the necessity of special assessments, unless the Unit Owners, exercising not less than a majority of the voting power of the Association, waive the reserve requirement in writing annually, and the maintenance, repair and replacement of the Common Elements, and shall on or before December 15th, notify each Unit Owner in writing as to the amount of such estimate, with reasonable itemization thereof.

(11) INSERT A NEW PARAGRAPH to the end of BYLAWS ARTICLE II, SECTION 11. Said new addition to the Bylaws, Exhibit B of the Declaration, as recorded at Lorain County Records, Instrument No. 2000-0713069A, is:

The Board may maintain blanket fidelity, crime, or dishonesty insurance coverage for any person who controls or disburses association funds. As used in this section, "person who controls or disburses association funds" means any individual with authority or access to sign checks, conduct electronic transfers, or otherwise withdraw funds from any association account or deposit, including the following:

- (a) A management company's principals and employees;
- (b) A bookkeeper;
- (c) The president, secretary, treasurer, any other board member, or employee of the unit owners association.

All of the following apply to the insurance coverage required under this section:

(1) Coverage shall be for the maximum amount of funds that will be in the custody of the association or its designated agent at any one time plus three months of operating expenses.

(2) The insurance shall be the property of and for the sole benefit of the association and shall protect against theft, embezzlement, misappropriation, or any other unauthorized taking or loss of association funds.

(3) The policy shall include in its definition of "employee" the manager and the managing agent of the association's funds or provide for this inclusion by an endorsement to the policy.

(4) The policy shall name the association as the insured party and shall include a provision requiring the issuer of the policy to provide a ten-day written notice to the association's president or manager in the event of cancellation or substantial modification of the policy. The manager or managing agent, if any, of the association shall be the designated agent on the policy.

(5) If there is a change in the manager or the managing agent of the association, then within ten days of the effective start date, the new manager or managing agent shall notify the insurer of such change.

Any conflict between the above provisions and any other provisions of the Declaration and Bylaws will be interpreted in favor of the above amendments. The invalidity of any part of the above provision will not impair or affect in any manner the validity or enforceability of the remainder of the provision. Upon the recording of these amendments, only Unit Owners of record at the time of the filing have standing to contest the validity of this amendment, whether on procedural, substantive, or any other grounds. Any 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 Cottages at Savannah Condominium Unit Owners' Association has caused the execution of this instrument this 9th day of MARCH, 2023.

COTTAGES AT SAVANNAH CONDOMINIUM UNIT OWNERS' ASSOCIATION

By: John Chaney
JOHN CHANEY, President

By: William Bartok
WILLIAM BARTOK, Treasurer

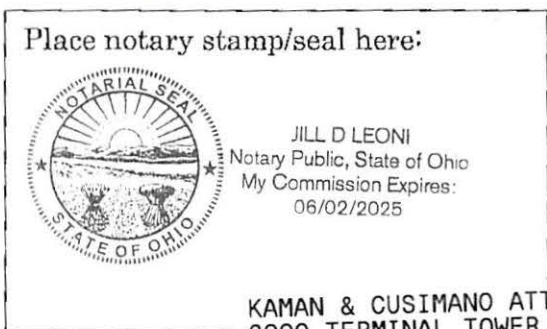
STATE OF OHIO)
COUNTY OF Cuyahoga) SS

BEFORE ME, a Notary Public, in and for said County, personally appeared the above named Cottages at Savannah Condominium Unit Owners' Association, by its President and its Treasurer, 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 them personally and as such officers.

I have set my hand and official seal this 9th day of March, 2023.

Jill D. Leoni
NOTARY PUBLIC

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



KAMAN & CUSIMANO ATTORNEYS
2000 TERMINAL TOWER
50 PUBLIC SQUARE
CLEVELAND, OH 44113

AMENDMENT TO THE
DECLARATION
FOR
THE COTTAGES AT SAVANNAH CONDOMINIUM



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Kind: DECLARATION
Recorded: 09/28/2016 at 12:09:35 PM
Fee Amt: \$56.00 Page 1 of 5
Lorain County, Ohio
Judith M Nedwick County Recorder
File **2016-0602491**

PLEASE CROSS MARGINAL REFERENCE WITH THE DECLARATION FOR
THE COTTAGES AT SAVANNAH CONDOMINIUM RECORDED AT
INSTRUMENT NO. 2000-0713069A FOR THE LORAIN COUNTY RECORDS
ON OCTOBER 19, 2000.

AMENDMENT TO THE
DECLARATION FOR
THE COTTAGES AT SAVANNAH CONDOMINIUM

WHEREAS, the Declaration for The Cottages at Savannah Condominium (the "Declaration") and the Bylaws of The Cottages at Savannah Condominium Unit Owners' Association (the "Bylaws"), Exhibit B the Declaration, were recorded at Lorain County Records, Instrument No. 2000-0713069A, and

WHEREAS, the Cottages at Savannah Condominium Unit Owners' Association (the "Association") is a corporation consisting of all Unit Owners in Cottages at Savannah Condominium and as such is the representative of all Unit Owners, and

WHEREAS, Declaration Article 21 authorizes amendments to the Declaration and Bylaws Article VI, Section 2 authorizes amendments to the Bylaws, and

WHEREAS, Unit Owners representing at least 75% of the Association's current voting power, based on ownership interests, have executed instruments in writing setting forth specifically the matter to be modified (the "Amendment"), and

WHEREAS, the Association has in its records the signed, written consents to the Amendment signed by Unit Owners representing 75.3865% of the Association's voting power as of June 7, 2016, and

WHEREAS, the Association has in its records the power of attorney signed by Unit Owners representing 75.3865% of the Association's voting power authorizing the Association's officers to execute the Amendment on their behalf, and

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

NOW THEREFORE, the Declaration for The Cottages at Savannah Condominium is amended by the following:

DELETE BYLAWS ARTICLE II, SECTION 1 entitled, "Number and Qualification," in its entirety. Said deletion to be taken from Page 3 of the Bylaws, Exhibit B of the Declaration, as recorded at Lorain County Records, Instrument No. 2000-0713069A.

INSERT a new BYLAWS ARTICLE II, SECTION 1 entitled, "Number and Qualification." Said new addition, to be added on Page 3 of the Bylaws, Exhibit B of the Declaration, as recorded at Lorain County Records, Instrument No. 2000-0713069A, is as follows:

Section 1. Number and Qualification. Subject to the provisions of the Declaration with respect to the election of the initial Board and other matters, the Board will consist of three persons. All such persons will be Unit Owners, or spouses of Unit Owners, or in the case of a corporate owner, it will be the chief executive officer of such corporation, or in the case of a partnership owner, a general partner of such partnership, or in the case of a fiduciary owner, a trust officer or other officer of such fiduciary or the fiduciary themselves, and a member in good standing, which means not delinquent in the payment of any fees or assessments owed to the Association for at least six months prior to the time the annual or special meeting is held for the election of Board members. If a Board member becomes more than 30 days delinquent in the payment of any fees or assessments owed to the Association during their term, they may be removed by a majority vote of the remaining Board Members. Any current Board member not in good standing, as defined above, at the time this amendment is recorded with the Lorain County Recorder has 30 days to bring their account current with the Association. If the Board member does not become current within 30 days, they may be removed by a majority vote of the remaining Board Members. Notwithstanding anything herein, no Unit may be represented by more than one person on the Board at any one time.

DELETE BYLAWS ARTICLE II, SECTION 3 entitled, "Term of Office; Resignation; Compensation," in its entirety. Said deletion to be taken from Page 3 of the Bylaws, Exhibit B of the Declaration, as recorded at Lorain County Records, Instrument No. 2000-0713069A.

INSERT a new BYLAWS ARTICLE II, SECTION 3 entitled, "Term of Office; Resignation; Compensation." Said new addition, to be added on Page 3 of the Bylaws, Exhibit B of the Declaration, as recorded at Lorain County Records, Instrument No. 2000-0713069A, and as amended at Instrument No. 2004-0062971, is as follows:

Section 3. Term of Office; Resignation; Compensation. Each Director will hold office until the next annual meeting and until their successor is elected, or until their earlier resignation, removal from office or death. Except for a Director appointed or elected to fill a vacancy, Directors will be elected for a three-year term, however, the terms will be staggered so that at least one-third of the Board will expire annually and a 1-1-1 rotation is maintained at all times. Board members may, however, only serve two consecutive terms. Any Board member may resign at any time by oral statement to that effect made at a meeting of the Board or in a writing to that effect delivered to the Secretary of the Association, such resignation to take effect immediately or at such other time as the Board member may specify. Members of the Board will serve without compensation.

Any conflict between this provision and any other provisions of the Declaration and Bylaws will be interpreted in favor of this amendment regarding the qualifications, term, and removal of Board members. The invalidity of any part of the above provision will not impair or affect in any manner the validity or enforceability of the remainder of the provision. Upon the recording of this amendment, only Unit Owners of record at the time of such filing will have standing to contest the validity of the amendment, whether on procedural, substantive, or any other grounds, provided further that any such challenge will be brought in the court of common pleas within one year of the recording of the amendment.

The Cottages at Savannah Condominium Unit Owners' Association has caused the execution of this instrument this 13th day of September, 2016.

COTTAGES AT SAVANNAH CONDOMINIUM UNIT OWNERS' ASSOCIATION

By: *Barbara Cahill*
BARBARA CAHILL, its President

By: *William J. Bartok*
WILLIAM BARTOK, its Treasurer

KAMAN & CUSIMANO ATTORNEYS
2000 TERMINAL TOWER
50 PUBLIC SQUARE
CLEVELAND, OH 44113

STATE OF OHIO)
COUNTY OF Summit) SS

BEFORE ME, a Notary Public, in and for said County, personally appeared the above named Cottages at Savannah Condominium Unit Owners' Association, by its President and its Treasurer, 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.

I have set my hand and official seal in Hudson, Ohio, this 13th day of September, 2016.

Shayea Painter
NOTARY PUBLIC

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



AMENDMENT TO THE
DECLARATION FOR
THE COTTAGES AT SAVANNAH CONDOMINIUM

WHEREAS, the Declaration for The Cottages at Savannah Condominium (the "Declaration") and the Bylaws of Cottages at Savannah Condominium Unit Owners' Association, Exhibit B of the Declaration, were recorded at Lorain County Records Instrument No. 20000713069A, and

WHEREAS, Section 5311.05(E)(1)(a) of the Ohio Revised Code authorizes the Board of Directors, without a vote of the Unit Owners, to amend the Declaration "to meet the requirements of institutional mortgages, guarantors and insurers of first mortgage loans, the federal national mortgage association, the federal home loan mortgage corporation, the federal housing administration, the veterans administration, and similar institutions," and

WHEREAS, the Board of Directors approved the following matter to be modified (the "Amendment") to bring the Declaration into compliance with Ohio Revised Code Chapter 5311 and the requirements of the Federal Housing Administration, and/or federal law, and

NOW THEREFORE, the Declaration for The Cottages at Savannah Condominium is amended by the Board of Directors as follows:

INSERT a new PARAGRAPH (5) to the end of DECLARATION ARTICLE 12, SECTION (1), entitled "Rental of Units." Said new addition to be added on Page 17 of the Declaration, as recorded at Lorain County Records, Instrument No. 2000-0713069-A, and as amended at Instrument No. 2004-0032971, is as follows:

Notwithstanding the above provisions of this Article 12(1), to comply with Federal Housing Administration requirements, at any given time a maximum of one Unit may be leased or rented without the need for any showing of a hardship or other exception to the leasing restriction in this Article 12(1). Such Unit cannot be leased for transient or hotel purposes or the leasing of the Unit to an Occupant to whom customary hotel services (such as the furnishing of laundry and linen and room service) is maintained. The leasing of such Unit is subject to all other covenants and restrictions in the Declaration and Bylaws, and the Rules, and any tenant and/or Occupant of such

Unit is subject to all said covenants, restrictions, and Rules as though the tenant and/or Occupant were the Unit Owner. The Board is granted the full power and authority to set rules and regulations regarding such rental, including but not limited to the ability to set procedures and priorities for wait-lists, as the Board deems necessary. For all other Units, all the restrictions of the Declaration and in this Article 12(1) regarding the rental of Units remain applicable.

Any conflict between the above provision and any other provisions of the Declaration and Bylaws will be interpreted in favor of the above amendment. Upon the recording of this amendment, only Unit 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, provided further that any such challenge must be brought in the court of common pleas within one year of the recording of the amendment.

The Cottages at Savannah Condominium Unit Owners' Association has caused the execution of this instrument this 28th day of July, 2015.

COTTAGES AT SAVANNAH CONDOMINIUM UNIT OWNERS' ASSOCIATION

By: 
BARBARA CAHILL, its President

By: 
ROBERTA BEDNARSKI, its Secretary

STATE OF OHIO)
) SS
COUNTY OF LORAIN)

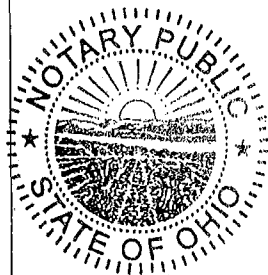
BEFORE ME, a Notary Public, in and for said County, personally appeared the above named Cottages at Savannah Condominium Unit Owners' Association, by its President and its Secretary, who acknowledged that they did sign the foregoing instrument, on Page 3 of 4, and that the same is the free act and deed of said corporation and the free act and deed of them personally and as such officers.

IN WITNESS WHEREOF, I have set my hand and official seal in North Ridgeville, Ohio, this 28th day of July, 2015.



NOTARY PUBLIC

Place notary stamp/seal here:



JACQUELINE M. HUDGENS
Notary Public, State of Ohio
My Commission Expires
April 25, 2017
Recorded in Lorain County

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

KAMAN & CUSIMANO ATTORNEYS
2000 TERMINAL TOWER
50 PUBLIC SQUARE
CLEVELAND, OH 44113

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✓
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AMENDMENTS TO THE
DECLARATION OF CONDOMINIUM OWNERSHIP FOR
THE COTTAGES AT SAVANNAH CONDOMINIUM

PLEASE CROSS MARGINAL REFERENCE WITH THE DECLARATION OF
CONDOMINIUM OWNERSHIP FOR THE COTTAGES AT SAVANNAH
CONDOMINIUM RECORDED AT LORAIN COUNTY RECORDS INSTRUMENT NO.
2000713069A.

**AMENDMENTS TO THE
DECLARATION OF CONDOMINIUM OWNERSHIP FOR
THE COTTAGES AT SAVANNAH CONDOMINIUM**

WHEREAS, the Declaration of Condominium Ownership for The Cottages at Savannah Condominium (the "Declaration") and the Bylaws for The Cottages at Savannah Condominium Unit Owners' Association (the "Bylaws"), Exhibit B to said Declaration, were recorded at Lorain County Records, Instrument No. 2000713069A, and

WHEREAS, The Cottages at Savannah Condominium Unit Owners' Association is an unincorporated association consisting of all Unit Owners in The Cottages at Savannah Condominium and as such is the representative of all Unit Owners, and

WHEREAS, Section 21 of said Declaration authorizes amendments to the Declaration and Article VI, Section 2 authorizes amendments to the Bylaws, and

WHEREAS, Unit Owners representing in excess of 75.00% of the voting power of the Association have executed an instrument in writing setting forth specifically the new matters to be added, and

WHEREAS, the Association has in its records the consents to Amendment A signed by over 86% of the Unit Owners, and

WHEREAS, the Association has in its records the power of attorney signed by over 86% of the Unit Owners authorizing the officers of the Association to execute Amendment A on their behalf, and

WHEREAS, the Association has in its records the consents to Amendment B signed by over 88% of the Unit Owners, and

WHEREAS, the Association has in its records the power of attorney signed by over 88% of the Unit Owners authorizing the officers of the Association to execute Amendment B on their behalf, and

WHEREAS, the Association has in its records the consents to Amendment C signed by over 92% of the Unit Owners, and

WHEREAS, the Association has in its records the power of attorney signed by over 92% of the Unit Owners authorizing the officers of the Association to execute Amendment C on their behalf, and

WHEREAS, the Association has in its records the consents to Amendment D signed by over 84% of the Unit Owners, and

WHEREAS, the Association has in its records the power of attorney signed by over 84% of the Unit Owners authorizing the officers of the Association to execute Amendment D on their behalf, and

WHEREAS, the Association has in its records the consents to Amendment E signed by over 86% of the Unit Owners, and

WHEREAS, the Association has in its records the power of attorney signed by over 86% of the Unit Owners authorizing the officers of the Association to execute Amendment E on their behalf, and

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

NOW THEREFORE, the Declaration of Condominium Ownership for The Cottages at Savannah Condominium is hereby amended by the following:

AMENDMENT A

DELETE DECLARATION SECTION 12(I) entitled, "Rental of Units," in its entirety. Said deletion is to be taken from Page 17 of the Declaration, as recorded at Lorain County Records, Instrument No. 20000713069A.

INSERT a new DECLARATION SECTION 12 (I) entitled, "Rental of Units." Said new addition, to be added on Page 17 of the Declaration, as recorded at Lorain County Records, Instrument No. 20000713069A, is as follows:

(I) Rental 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 Lorain County Recorder's 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 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 1 entitled, "Name and Nature of Association." Said modification, to be made on Page 1 of the Bylaws, Exhibit B of the Declaration, as recorded at Lorain County Records, Instrument No., 2000713069A, is as follows (deleted language is crossed-out; new language is underlined):

Section 1. Name and Nature of the Association. The Association shall be deemed to have been formed on the day on which these By-Laws were filed for record with the Lorain County Recorder. The Association

shall be is an unincorporated association Ohio corporation not for profit and shall be called "The Cottages at Savannah Condominium Unit Owners' Association" or a similar name thereto for incorporation purposes.

Any conflict between this provision and any other provision of the Declaration or Bylaws shall be interpreted in favor of this amendment to incorporate said 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 within one year of the recording of the amendment.

AMENDMENT C

INSERT a new DECLARATION SECTION 12(n) entitled, "Occupancy Restriction." Said new addition, to be added on Page 17 of the Declaration, as recorded at Lorain County Records, Instrument No. 20000713069A, is as follows:

(n) 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.

AMENDMENT D

DELETE DECLARATION SECTION 12(e) entitled, "Animals and Pets," in its entirety. Said deletion is to be taken from Page 16 of the Declaration, as recorded at Lorain County Records, Instrument No. 20000713069A.

INSERT a new DECLARATION SECTION 12(e) entitled, "Animals and Pets." Said new addition, to be added on Page 16 of the Declaration, as recorded at Lorain County Records, Instrument No. 20000713069A, is as follows:

(e) **Animals and Pets. No animals, birds, livestock or reptiles of any kind shall be raised, bred or kept on the property, except that one (1) dog-(excluding, however, any dog of vicious breed, including, without limitation, any dog of full or mixed pit-bull, rottweiler or Presa Canario breeds, which are strictly prohibited from residing, visiting or being anywhere on the property at anytime, except as specifically authorized in writing by the Board) or one (1) cat and domestic, caged (including bird cages and fish tanks) household pets (which shall not include any snakes, other reptiles, exotic breeds or wild hybrids as the Board may, in its sole discretion, from time to time further define) may be kept in Units subject to Rules adopted by the Board, provided that they are not kept, bred, or maintained for any commercial purpose; that any pet causing or creating a nuisance or disturbance shall be permanently removed from the property upon three (3) days' written notice from the Association; and provided further that they are not permitted in any area of the property other than the Units unless they are on a leash, being carried or otherwise transported and they are permitted only on those portions of the property as shall have been designated for them by the Board. Dogs to be considered a vicious breed, as defined above, that have been registered with the Association on or before the date of recording of this amendment will be permitted on or within the Property. Furthermore, upon the relocation, removal, or demise of any such registered vicious dog, it may not be replaced.**

Any conflict between this provision and any other provisions of the Declaration and Bylaws shall be interpreted in favor of this restriction on pets. 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 E

MODIFY the fifth and sixth sentences of BYLAWS ARTICLE II, SECTION 2 entitled, "Election of Board; Vacancies." Said modification, to be made on Page 3 of the Bylaws, Exhibit B of the Declaration, as recorded at Lorain County Records, Instrument No. 20000713069A, is as follows (deleted language is crossed-out):

The candidate(s) receiving votes representing the ~~three (3)~~ highest total(s) of percentage points shall be elected. In the event of the occurrence of any vacancy or vacancies in the Board, however caused, the remaining Board members, though less than a majority of the whole authorized number of Board members, may, by vote of a majority of their number, fill any such vacancy for the unexpired term; ~~provided however, that a vacancy in the position filled by designation of Developer shall be filled by a subsequent designation of Developer.~~

DELETE BYLAWS ARTICLE II, Section 3, entitled, "Term of Office; Resignation; Compensation." in its entirety. Said deletion to be taken from Page 3 of the Bylaws, Exhibit B of the Declaration, as recorded at Lorain County Records, Instrument No. 20000713069A.

INSERT A NEW BYLAWS ARTICLE II, Section 3 entitled, "Term of Office; Resignation; Compensation." Said new addition, to be added on Page 3 of the Bylaws, Exhibit B of the Declaration, as recorded at Lorain County Records, Instrument No. 20000713069A, is as follows:

Section 3. Term of Office; Resignation; Compensation. At the first annual meeting following the passage of this amendment, the Unit Owners shall elect three (3) Directors (f.k.a Trustees), with the one (1) candidate receiving the greatest percentage of votes elected for a three-year (3) term; the next one (1) candidate receiving the next greatest percentage of votes elected for a two-year (2) term, and the next one (1) candidate receiving the next greatest percentage of votes elected for a one (1) year term. This is to establish staggered elections with a 1-1-1 rotation. Upon the expiration of the terms of each such Director as stated above, a successor shall be elected to serve a term of three (3) years and all future Directors shall be elected to serve three (3) year terms. Any Board member may resign at any time by oral statement to that effect made at a meeting of the Board or in a writing to that effect delivered to the Secretary of the Association, such resignation to take effect immediately or at such other time as the Board member may specify. Members of the Board shall serve without compensation.

Any conflict between these provisions and any other provisions of the Declaration and Bylaws shall be interpreted in favor of this amendment providing for Board member terms of three (3) years each with staggered elections 1-1-1. 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 within one year of the recording of the amendment.

IN WITNESS WHEREOF, the said Association has caused the execution of this instrument this 3RD day of OCTOBER, 2004.

THE COTTAGES AT SAVANNAH CONDOMINIUM UNIT OWNERS' ASSOCIATION

By: Creighton Hauch *Creighton Hauch* President
CREIGHTON HAUCH, its President

By: Nadene Sheldon *Nadene Sheldon* Secretary
NADENE SHELDON, 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 Cottages at Savannah Condominium Unit Owners' 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 NORTH RIDGEVILLE, Ohio, this 3RD day of OCTOBER, 2004.

Eileen M. Staab
NOTARY PUBLIC

EILEEN M. STAAB
Notary Public, State of Ohio, Cuy. Cty.
My Commission Expires May 1, 2008

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

JUDITH M. NEDWICK
LORAIN COUNTY
RECORDER

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AMENDMENTS TO THE
DECLARATION OF CONDOMINIUM OWNERSHIP
FOR
THE COTTAGES AT SAVANNAH CONDOMINIUM

PLEASE CROSS MARGINAL REFERENCE WITH THE DECLARATION OF
CONDOMINIUM OWNERSHIP FOR THE COTTAGES AT SAVANNAH
CONDOMINIUM RECORDED AT INSTRUMENT NO. 20000713069A OF THE
LORAIN COUNTY RECORDS, ON OCTOBER 19, 2000.

AMENDMENTS TO THE
DECLARATION OF CONDOMINIUM OWNERSHIP FOR
THE COTTAGES AT SAVANNAH CONDOMINIUM

WHEREAS, the Declaration of Condominium Ownership for The Cottages at Savannah Condominium (the "Declaration") and the Bylaws of The Cottages at Savannah Condominium Unit Owners Association (the "Bylaws"), Exhibit B to the Declaration, were recorded at Lorain County Records Instrument No. 20000713069A, and

WHEREAS, Section 5311.05(E)(1) of the Ohio Revised Code, as amended on July 20, 2004, 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 Condominium Ownership for The Cottages at Savannah Condominium have in all respects been complied with.

NOW THEREFORE, the Declaration of Condominium Ownership for The Cottages at Savannah 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 Managers" shall be replaced with the term "Board of Directors."
- (4) All references in the Declaration and Bylaws to the term "Fines" shall be replaced with the term "Enforcement Assessments."
- (5) DELETE DECLARATION ARTICLE 8, SECTION (h), entitled "Service of Process," in its entirety. Said deletion is to be made on Page 8 of the Declaration, as recorded at Lorain County Records Instrument No. 20000713069A.

INSERT a new DECLARATION ARTICLE 8, SECTION (h), entitled "Service of Process." Said addition, to be made on Page 8 of the Declaration, as recorded at Lorain County Records Instrument No. 20000713069A, is as follows:

(h) Service of Process. 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.

(6) INSERT a new SECTION (c), entitled "Enforcement Assessments," to the end of DECLARATION ARTICLE 17. Said new addition, to be added on Page 23 of the Declaration, as recorded at Lorain County Records Instrument No. 20000713069A, is as follows:

(c) Enforcement Assessments. 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.

(7) INSERT a new 2nd PARAGRAPH to the end of DECLARATION ARTICLE 10, SECTION (b), entitled "Lien of Association." Said new addition, to be added on Page 12 of the Declaration, as recorded at Lorain County Records Instrument No. 20000713069A, 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.

(8) INSERT a new 2nd PARAGRAPH to the end of DECLARATION ARTICLE 10, SECTION (a), entitled "Division of Common Profits and Common Expenses." Said new addition, to be added on Page 11 of the Declaration, as recorded at Lorain County Records Instrument No. 20000713069A, 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 SECTION (d), entitled "Suspended Rights," to DECLARATION ARTICLE 17. Said new addition, to be added on Page 23 of the Declaration, as recorded at Lorain County Records Instrument No. 20000713069A, is as follows:

(d) Suspended Rights. 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 voting privileges of the owner and/or right of the occupants to use the recreational facilities.

(10) INSERT a new BYLAWS ARTICLE IV, SECTION 5, entitled "Special Services." Said new addition, to be added on Page 7 of the Bylaws, Exhibit B of the Declaration, as recorded at Lorain County Records Instrument No. 20000713069A, 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 SECTION (o), entitled "Owner/Resident Information," to DECLARATION ARTICLE 12. Said new addition, to be added on Page 17 of the Declaration, as recorded at Lorain County Records Instrument No. 20000713069A, is as follows:

(o) 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 a new 2nd SENTENCE to the end of BYLAWS ARTICLE II, SECTION 5, entitled "Regular Meetings." Said new addition, to be added on Page 4 of the Bylaws, Exhibit B of the Declaration, as recorded at Lorain County Records Instrument No. 20000713069A, 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.

(13) INSERT a new PARAGRAPH (k) to BYLAWS ARTICLE II, SECTION 8, entitled "Powers and Duties," and INSERT new SUBPARAGRAPHS (1), (2), (3), (4) and (5), thereafter. Said new additions to be added on Page 5 of the Bylaws, Exhibit B of the Declaration, as recorded at Lorain County Records Instrument No. 20000713069A, is as follows:

(k) 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) 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;

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

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

(4) Purchase insurance and fidelity bonds the Board considers appropriate or necessary; and

(5) Invest excess funds in investments that meet standards for fiduciary investments under Ohio law.

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 Cottages at Savannah Condominium Unit Owners' Association has caused the execution of this instrument this 7 day of June, 2005.

COTTAGES AT SAVANNAH CONDOMINIUM UNIT OWNERS ASSOCIATION

By: *Harry Livingston*
HARRY LIVINGSTON, its President

STATE OF OHIO)
)
) SS
COUNTY OF LORAIN)

BEFORE ME, a Notary Public, in and for said County, personally appeared the above named Cottages at Savannah Condominium Unit Owners' Association, by Harry Livingston, its President, who acknowledged that he did sign the foregoing instrument, on Page 6 of 6, and that the same is the free act and deed of said corporation and the free act and deed of him personally and as such officer.

IN WITNESS WHEREOF, I have hereunto set my hand and official seal in *N. Ridgville*, Ohio, this *7th* day of *June*, 2005.

Joyce A. Toth
NOTARY PUBLIC

Joyce A. Toth
Notary Public, State of Ohio
My commission expires 7-14-2009

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

attn: Stephanie

JUDITH M. NEDWICK
LORAIN COUNTY
RECORDER

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