

COVINGTON LANE CONDOMINIUM ASSOCIATION
TWINSBURG, OHIO

AMENDMENT NO. 1 OF THE BY-LAWS

This will certify that a copy of this Amendment has been filed in the office of the County Auditor, Summit County, Ohio

Date: August 5, 1999.
James B. McCarthy
Summit County Auditor

By: Crypt
Deputy Auditor

TRANSFER NOT NECESSARY
8-5-99
James B. McCarthy County Auditor

THIS INSTRUMENT PREPARED BY:
William J. Ockington, Esq.
29425 Chagrin Blvd. #305
Pepper Pike, Ohio 44122
216-831-4935

FILED
COUNTY OF SUMMIT CO.

AUG 05 1999

AT _____ M
JAMES B. McCARTHY
AUDITOR
COUNTY OF SUMMIT

APPROVED AS TO FORM
Melvin E. Schultz
Assistant Prosecuting Attorney
Summit County, Ohio



54325451
Page: 1 of 5
08/05/1999 08:54A
MISC 28.00

JAMES B MCCARTHY SUMMIT CO AUDITOR

CHICAGO TITLE INSURANCE CO.

ORDER NO. 100178A

AMENDMENT NO. 1.
OF BY-LAWS OF CONDOMINIUM OWNERSHIP

This Amendment is made as of the 22ND day of JULY, 1999 for the purpose of amending the By-laws of Covington Lane Condominium and is made in accordance with the provisions of the Ohio Condominium Act, Ohio Revised Code Chapter 5311;

WHEREAS, the Declaration of Condominium Ownership for Covington Lane Condominium together with Drawings and By-laws was recorded with the Summit County Recorder, which Declaration was recorded in Official Record Book 1217, Page 883 et seq.; and

WHEREAS, a majority of the Unit Owners desire to amend the By-laws with respect to capital additions and improvements as provided herein.

WITNESSETH:

1.) Article XII of the By-laws on Page 20 thereof, provides that:

"AMENDMENTS"

These By-laws may be amended from time to time at an Annual or Special Meeting of the Unit Owners' Association by an affirmative vote of not less than seventy-five percent (75%) of the Unit Owners in terms of each Unit Owner's Percentage of Interest in the Common Areas and Facilities.

2.) The Unit Owners of Covington Lane Condominium Association who are entitled to exercise at least seventy-five (75%) of the voting power of the Association wish to amend said By-laws as provided herein.

3.) The following section is substituted for Article IV, Section 1(g) of the By-laws as is set forth on Page 9 of said By-laws:

"(g) Capital Additions and Improvements. The Association's powers hereby enumerated shall be limited in that the Association shall have no authority to acquire and pay for out of the maintenance fund any capital additions and improvements (other than for purposes of replacing or restoring portions of the Common Areas and Facilities, subject to all the provisions of the Declaration and these By-laws) having an annual total cost of in excess of Five Thousand Dollars (\$5,000.00), nor shall the Association authorize any structural alterations, capital additions to or capital improvements of the Common Areas and Facilities requiring an expenditure in excess of Five Thousand Dollars (\$5,000.00) without in each case the prior approval of the members of the Association entitled to exercise a majority of the voting power of the Association.

Any conflict between this provision and other provisions of the Declaration and By-laws shall be interpreted in favor of this provision granting the Board the authority to spend up to Five Thousand Dollars (\$ 5,000.00) on capital improvements"



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MISC 28.00

JAMES B MCCARTHY SUMMIT CO AUDITOR

4.) Except as specifically hereinabove and hereinbefore amended, all of the provisions of the Declaration, the By-laws and the Drawings shall be are hereby are declared to be in full force and effect.

5.) Approval by the Unit Owners of the First Amendment to By-laws for Covington Lane Condominium Association is set forth on Exhibit A and is certified by Anthony Valore of Covington Lane Condominium and the same are attached hereto.

IN WITNESS WHEREOF, Covington Lane Condominium Association and the majority of Unit Owners hereby approve the foregoing First Amendment to By-laws for Covington Lane Condominium and sign this First Amendment to By-laws and several counterpart copies at the places and on the dates hereinafter set forth, each of which counterpart shall be deemed an original and all of which together shall be deemed one instrument.

Signed at Township, Ohio this 22 day of July, 1999.

Signed in the presence of:
(Witnesses names must be typed or
Printed under their signature.)

Covington Lane Condominium Unit
Owners Association, Inc.

By: Anthony Valore
ANTHONY VALORE, President

Ronald B. ...
Print Name

Ronald Buder

SUSAN A. BENDER
Print Name

STATE OF OHIO)
)
COUNTY OF Cuyahoga) S.S.

BEFORE ME a notary public, in and for said county and state, personally appeared the above named Covington Lane Condominium Unit Owners Association, an Ohio corporation not for profit, by Anthony Valore, its President, who acknowledged that he did sign the foregoing instrument and that the same is the free act and deed of said corporation and his free act and deed individually and as such officer.

IN WITNESS WHEREOF, I have hereunto set my hand and official seal at Beachwood, Ohio this 22 day of July, 1999.

Judy Hersh
NOTARY PUBLIC
JUDY HERSH
NOTARY PUBLIC, STATE OF OHIO
RECORDED IN CUYAHOGA COUNTY
MY COMM. EXPIRES APRIL 15, 2003



54325451
Page: 3 of 5
08/05/1999 08:54A
MISC 28.00

APPROVAL BY UNIT OWNERS OF FIRST AMENDMENT TO BY-LAWS OF COVINGTON LANE CONDOMINIUM.

The undersigned, being more than 75% of the undivided interest of the Unit Owners of Covington lane Condominium hereby approve this First Amendment to By-laws for Covington Lane Condominium.

Signed at TwinBorch, Ohio this 22 day of July, 1999.

[Signature]

RONALD BARNETT

Print Name

[Signature]

SUSAN A. BENDER

Print Name

By: [Signature]

ANTHONY VALORE, for the unit owners, of Covington Lane Condominium, as set forth in the attached schedule of Unit Owners.

STATE OF OHIO)
) S.S.
COUNTY OF Cuyahoga

BEFORE ME a notary public, in and for said county and state, personally appeared the above named by Anthony Valore for the Unit Owners of Covington Lane Condominium set forth in the attached schedule who acknowledged that he did sign the foregoing instrument and that the same was his free act and deed.

IN WITNESS WHEREOF, I have hereunto set my hand and official seal at Beachwood Ohio this 22 day of July, 1999.

[Signature]

NOTARY PUBLIC

JUDY HERSH
NOTARY PUBLIC, STATE OF OHIO
RECORDED IN CUYAHOGA COUNTY
MY COMM. EXPIRES APRIL 15, 2000

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Page: 4 of 5
08/05/1999 08:54A
MISC 28.00
JAMES B MCCARTHY SUMMIT CO AUDITOR

SET FORTH BELOW IS A LISTING OF THE AFFIRMATIVE VOTES CAST FOR THE PURPOSES OF THE FIRST AMENDMENT TO THE BY-LAWS OF COVINGTON LANE CONDOMINIUM. 77.13 % VOTED IN THE AFFIRMATIVE

THE ADDRESSES LISTED ON COVINGTON LANE, TWINSBURG, OHIO ARE THOSE CASTING AN AFFIRMATIVE VOTE. SET FORTH NEXT TO THE ADDRESS IS THE UNIT'S PERCENTAGE OF INTEREST.

UNIT NUMBER	PERCENTAGE OF OWNERSHIP	UNIT NUMBER	PERCENTAGE OF OWNERSHIP
10325	4.22	10393	3.68
10326	3.98	10399	3.69
10330	3.93	10402	3.93
10337	3.89	10411	4.08
10345	4.03	10415	3.45
10349	3.93	10423	3.43
10375	3.70	11435	3.88
10381	4.16	11452	3.70
10386	3.73	11445	3.91
10390	3.82	11461	3.99

CERTIFIED BY:


ANTHONY VALORE

EXHIBIT A



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Page: 5 of 5
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MISC 28.00

5A
Boulevard Title
29325 Chagrin Blvd Ste 314
Pepper Pike Ohio 44122

BLVD TITLE
NC. Account 108

Docs/wja/condos/amend/covington-4-20-05

COVINGTON LANE CONDOMINIUM ASSOCIATION
TWINSBURG, OHIO

AMENDMENT NO. 4 OF THE DECLARATION
AND
AMENDMENT NO. 2 OF THE BY-LAWS

This will certify that a copy of this Amendment has been filed in
the office of the County Fiscal Officer, Summit County, Ohio

Date: April 11, 2006.

By: **JOHN A. DONOFRIO**

Summit County Fiscal Officer

By D. Taylor, Deputy Auditor

4/11/06

TRANSFER NOT NECESSARY
John A. Donofrio, Fiscal Officer

THIS INSTRUMENT PREPARED BY:

William J. Ockington, Esq.
29325 Chagrin Boulevard
Suite 305
Pepper Pike, Ohio 44122
216-831-4935



John A Donofrio, Summit Fiscal Officer

55309618
Pg: 1 of 7
04/11/2006 03:44P
CONDO 72.00

AMENDMENT NO. 4 OF THE DECLARATION AND
AMENDMENT NO. 2 OF BY-LAWS OF CONDOMINIUM OWNERSHIP

This Amendment is made as of the 9th day of January, 2006 for the purpose of amending the Declaration and By-laws of Covington Lane Condominium and is made in accordance with the provisions of the Ohio Condominium Act, Ohio Revised Code Chapter 5311;

WHEREAS, the Declaration of Condominium Ownership for Covington Lane Condominium together with Drawings and By-laws was recorded with the Summit County Recorder, which Declaration was recorded in Official Record Book 1217, Page 883 et seq.; and

WHEREAS, the First Amendment of the Declaration was recorded as Instrument No. 50468487; and

WHEREAS, the Second Amendment of the Declaration was recorded as Instrument No. 50483432; and

WHEREAS, the Third Amendment of the Declaration was recorded as Instrument No. 50503279; and

WHEREAS, the First Amendment of the By-Laws was recorded as Instrument No. 54325451; and

WHEREAS, a majority of the Unit Owners desire to amend the Declaration and By-laws with respect to painting all exterior surfaces and front and rear doors as provided herein.

WITNESSETH:

1.) Section 25 of the Declaration on Page 17 provides that:

“AMENDMENTS”

“This Declaration may be amended by the affirmative vote of those Unit Owners entitled to exercise not less than seventy-five percent (75%) of the total voting power of the Unit Owners’ Association, cast in person or by proxy at a meeting duly called and held in accordance with the By-Laws attached hereto as Exhibit “A”. No such amendment shall be effective until recorded in the office of the Summit County Fiscal Officer.”



2.) Article XII of the By-laws on Page 20 thereof, provides that:

These By-laws may be amended from time to time at an Annual or Special Meeting of the Unit Owners' Association by an affirmative vote of not less than seventy-five (75%) of the Unit Owners in terms of each Unit Owner's Percentage of Interest in the Common Areas and Facilities.

3.) The Unit Owners of Covington Lane Condominium Association who are entitled to exercise at least seventy-five percent (75%) of the voting power of the Association wish to amend said Declaration and By-Laws as provided herein.

4.) The amended section is substituted for Article 8 (A) (2) of the Declaration as is set forth on Page 6 of said Declaration;

"Article 8 (A) (2) "All windows, screens and doors (other than the exterior of the garage door), including the frames, sashes and jambs, and the space occupied thereby, provided the front and rear doors are the Association's responsibility to paint;"

5.) The following section (I) is added for Article 12 of the Declaration as is set forth on Page 9 of said Declaration:

(I) "The Association's responsibility shall be to paint all exterior surfaces to include the front and rear doors of the Units. Notwithstanding, Article 6 of the Declaration provides that vinyl or aluminum siding, aluminum windows and trim are used as exterior finishes on all dwelling units and garages. Such exterior finishes continue to be the obligation of the Association. Exterior finish for painting of front and rear doors shall be those of the Association provided all other obligations of the doors other than the painting by the Association shall continue to be individual Unit Owner's responsibility.

6.) The following section is added as the second paragraph for Article IV, Section 1 (d) of the By-Laws as is set forth on Page 9 of said By-Laws:

"Care of common areas and facilities include the Association's responsibility to paint all exterior surfaces to include front and rear doors provided, however, the maintenance and repair of all windows, screens and doors (other than the exterior of the garage door), including the frames, sashes and jambs and the space occupied thereof continues to be the individual Unit Owner's responsibility for maintenance and repair other than the painting of the exterior surfaces including the front and rear doors.



7.) Except as specifically hereinabove and hereinbefore amended, all of the provisions of the Declaration, the By-laws and the Drawings shall be and are hereby declared to be in full force and effect.

8.) Approval by the Unit Owners of the Fourth Amendment to Declaration and Second Amendment to By-laws for Covington Lane Condominium Association is set forth on Exhibit A and is certified by Rex Taylor of Covington Lane Condominium and the same are attached hereto.

IN WITNESS WHEREOF, Covington Lane Condominium Association and the majority of Unit Owners hereby approve the foregoing Fourth Amendment to Declaration and Second Amendment to By-laws for Covington Lane Condominium and sign this Fourth Amendment to Declaration and Second Amendment to By-laws and several counterpart copies at the places and on the dates hereinafter set forth, each of which counterpart shall be deemed an original and all of which together shall be deemed one instrument.

Signed at Twinsburg, Ohio this 9th day of January, 2006

Covington Lane Condominium Unit
Owners Association, Inc.

By: R Taylor
President

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04/11/2006 03:44P
CONDO 72.00
John A Donofrio, Summit Fiscal Officer

STATE OF OHIO)
)
COUNTY OF Cay) S.S.

The foregoing instrument was acknowledged before me on the 9th day of January, 2006, the above named Covington Lane Condominium Unit Owners Association, an Ohio corporation not for profit, by Rex Taylor, its President, who acknowledged that did sign the foregoing instrument and that the same is the free act and deed of said corporation and free act and deed individually and as such officer.

IN TESTIMONY WHEREOF, I have hereunto set my hand and official seal at Chardon Ohio this 9 day of January, 2006

Judy Hersh
NOTARY PUBLIC
JUDY HERSH
NOTARY PUBLIC, STATE OF OHIO
RECORDED IN CUYAHOGA COUNTY
MY COMM. EXPIRES APRIL 15, 2008

APPROVAL BY UNIT OWNERS OF FOURTH AMENDMENT TO DECLARATION AND SECOND AMENDMENT TO BY-LAWS OF COVINGTON LANE CONDOMINIUM.

The undersigned, being more than 75% of the undivided interest of the Unit Owners of Covington Lane Condominium hereby approve this Fourth Amendment to Declaration and Second Amendment to By-laws for Covington Lane Condominium.

Executed at Twinsburg, Ohio this 11th day of March, 2006

By: Rex Taylor
_____ for the unit owners, of Covington Lane Condominium, as set forth in the attached schedule of Unit Owners.

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Pg: 5 of 7
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CONDO 72.00
John A Donofrio, Summit Fiscal Officer

STATE OF OHIO)
)
COUNTY OF Cuy) S.S.

The foregoing instrument was acknowledged before me on the 9th day of January, 2006, the above named Covington Lane Condominium Unit Owners Association, an Ohio corporation not for profit, by Rex Taylor, its President, who acknowledged that did sign the foregoing instrument and that the same is the free act and deed of said corporation and free act and deed individually and as such officer.

IN TESTIMONY WHEREOF, I have hereunto set my hand and official seal at Cleveland Ohio this 9 day of January, 2006

Judy Hersh
NOTARY PUBLIC

JUDY HERSH
NOTARY PUBLIC, STATE OF OHIO
RECORDED IN CUYAHOGA COUNTY
MY COMM. EXPIRES APRIL 15, 2008

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Pg: 6 of 7
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CONDO 72.00
John A Donofrio, Summit Fiscal Officer

SET FORTH BELOW IS A LISTING OF THE AFFIRMATIVE OR NEGATIVE VOTES CAST FOR THE PURPOSES OF THE FOURTH AMENDMENT TO THE DECLARATION AND SECOND AMENDMENT TO BY-LAWS OF COVINGTON LANE CONDOMINIUM. 92.46 % VOTED IN THE AFFIRMATIVE.

UNIT	PERCENTAGE OF OWNERSHIP	YES	NO
10325	4.22	<u>X</u>	_____
10326	3.98	<u>X</u>	_____
10330	3.93	<u>X</u>	_____
10331	4.00	<u>X</u>	_____
10337	3.89	_____	_____
10345	4.03	<u>X</u>	_____
10349	3.93	<u>X</u>	_____
10357	3.60	<u>X</u>	_____
10363	3.84	<u>X</u>	_____
10375	3.70	<u>X</u>	_____
10381	4.16	<u>X</u>	_____
10386	3.73	<u>X</u>	_____
10390	3.82	<u>X</u>	_____
10393	3.68	<u>X</u>	_____
10399	3.69	<u>X</u>	_____
10402	3.93	<u>X</u>	_____
10411	4.08	<u>X</u>	_____
10415	3.45	<u>X</u>	_____
11423	3.43	<u>X</u>	_____
11429	3.65	_____	_____
11435	3.88	<u>X</u>	_____
11447	3.78	<u>X</u>	_____
11452	3.70	<u>X</u>	_____
11455	3.91	<u>X</u>	_____
11460	4.00	<u>X</u>	_____
11461	3.99	<u>X</u>	_____

100.00

CERTIFIED BY: R. Taylor
 Rexford F. Taylor, President

EXHIBIT A

EMV
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AMENDMENT TO THE
DECLARATION OF CONDOMINIUM OWNERSHIP
FOR
COVINGTON LANE CONDOMINIUM

PLEASE CROSS MARGINAL REFERENCE WITH THE DECLARATION OF CONDOMINIUM OWNERSHIP FOR COVINGTON LANE CONDOMINIUM RECORDED AT OR 1217, PAGE 883 ET SEQ. FOR THE SUMMIT COUNTY RECORDS.

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

DATED: 3/24/17

BY: **KRISTEN M. SCALISE CPA, CFE**
FISCAL OFFICER
By: Katie Mancino
Katie Mancino

DOC # 56286253

AMENDMENT TO THE
DECLARATION OF CONDOMINIUM OWNERSHIP FOR
COVINGTON LANE CONDOMINIUM

WHEREAS, the Declaration of Condominium Ownership for Covington Lane Condominium (the "Declaration") and the Bylaws of Covington Lane Condominium Association (the "Bylaws"), Exhibit "A" the Declaration, were recorded at Summit County Records, OR 1217, Page 883 et seq., and

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

WHEREAS, Declaration Article 25 authorizes amendments to the Declaration, and

WHEREAS, a meeting, including any change, adjournment, or continuation of such meeting, of the Association's Unit Owners was held on or about January 23, 2017, and, at such meeting and any adjournment, Unit Owners representing at least 75% of the voting power of the Association executed, in person or by proxy, an instrument in writing setting forth specifically the matters to be modified (the "Amendment"), and

WHEREAS, the Association has in its records the signed, written consents to the Amendment signed by Unit Owners representing 84.79% of the Association's voting power, together with the minutes from said meeting and any continuation thereof, and

WHEREAS, the Association has in its records the power of attorney signed by Unit Owners representing 84.79% 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 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 Condominium Ownership for Covington Lane Condominium is amended by the following:



DELETE DECLARATION ARTICLE 12, SECTION (D) in its entirety. Said deletion to be taken from Page 9 of the Declaration, as recorded at Summit County Records, OR 1217, Page 883 et seq..

INSERT a new DECLARATION ARTICLE 12, SECTION (D). Said new addition, to be added on Page 9 of the Declaration, as recorded at Summit County Records, OR 1217, Page 883 et seq., is as follows:

(D) Each Unit will be used by its respective Owner only as a residential dwelling by the Owner, their family, tenants, and social guests, and for no other purpose.

(1) To create a community of resident Owners, to remain within mortgagee owner-occupancy limitations, and to further protect and preserve the Declaration's fundamental purposes, including, without limitation, the preservation of property values and the well being of Owners and Occupants; no Unit can be leased, let, or rented, whether for monetary compensation or not, by an Owner to others for business, speculative, investment, or any other purpose, subject to the following:

(a) The above prohibition does not apply to:

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

(ii) any Owner leasing or renting their Unit at the time of recording of this amendment with the Summit County Fiscal Office, and who has registered their Unit as being leased with the Association within 90 days of the recording of this amendment ("Grandfathered Unit"). The Owner of a Grandfathered Unit can continue to enjoy the privilege of leasing that Unit, subject to the restrictions and requirements in subparagraph (c), until the title to said Grandfathered Unit is transferred to a subsequent Owner, at which time the Unit will no longer be classified as a Grandfathered Unit.

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

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

(ii) cannot be more than 30 days delinquent in any assessment or other payment due to the Association. If the Owner is more than 30 days delinquent, the Owner may request and receive a one-time hardship exception only with the Board's prior written consent.

(c) The leasing of any Unit in accordance with subparagraphs (a) or (b) above is subject to the following conditions and restrictions:

(i) No Unit can be leased, let, or rented by the Owner for transient purposes, which is defined to mean a rental for any period less than 12 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 and the leasing of any individual rooms in a Unit, in whole or in part, is also prohibited.

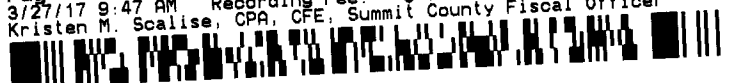
(ii) The Association has at all times a limited power-of-attorney from and on behalf of any Owner who is more than 30 days delinquent in the payment of any Assessment or charges due the Association to collect the lease/rent payments directly from the delinquent Owner's tenant/renter until such delinquency is paid in full.

(iii) All leases must be in writing and a copy provided to the Board prior to the beginning of the lease term. The renter/tenant must abide by the terms of the Declaration, Bylaws, and Rules and regulations. When an Owner leases their Unit, the Owner relinquishes all amenity privileges, but continue(s) to be responsible for all obligations of ownership of their Unit and is jointly and severally liable with the renter/tenant to the Association for the conduct of the renter/tenant and any damage to property.

(iv) In accordance with Ohio law, the Association may initiate eviction proceedings to evict any tenant, for any violation of the Declaration, Bylaws, Rules, or applicable laws, by the tenant, any occupant of the Unit, or the Owner of the Unit. The action will be brought by the Association, as the Owner's agent, in the name of the Owner. In addition to any procedures required by State law, the Association will give the Owner(s) at least 10 days written notice of the intended eviction action. The costs of any eviction action, including reasonable attorneys' fees, will be charged to the Owner(s) and the subject of a special Assessment against the offending Owner and made a lien against that Unit.

(d) Any land contract for the sale of a Unit must be recorded with the Summit County Fiscal Office and a recorded copy of the land contract must be delivered to the Board within 30 days of such recording. Any land contract not recorded is an impermissible lease.

(e) The Board may adopt and enforce Rules and definitions in furtherance, but not in contradiction of the above provisions, including, without limitation, Rules to address and eliminate attempts to circumvent the meaning or intent of this Section (D) and in furtherance of the preservation of Covington Lane as an owner-occupied community and against the leasing of Units for investment or other purposes. The Board further



has full power and authority to deny the occupancy of any Unit by any person or family if the Board, in its sole discretion, determines that the Owner of such Unit is intending or seeking to circumvent the meaning, purpose, or intent of this Section (D).

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

The Covington Lane Condominium Association has caused the execution of this instrument this 11th day of March, 2017.

COVINGTON LANE CONDOMINIUM ASSOCIATION

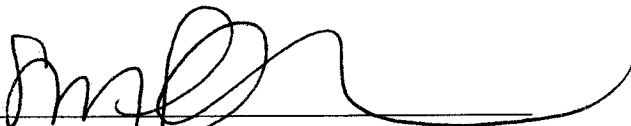
By: Cheryl Hayes
CHERYL HAYES, its President

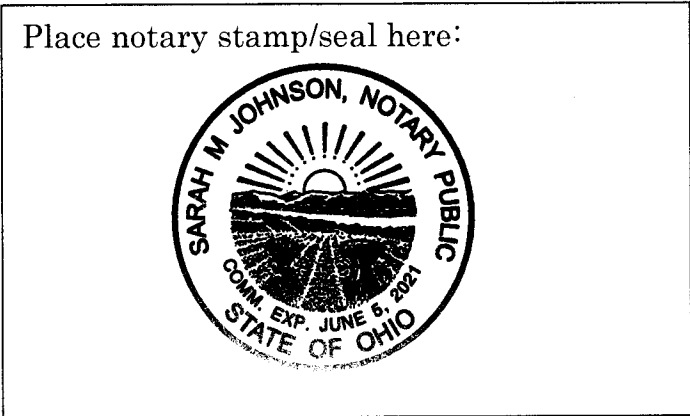
By: Cheryl Tompot
CHERYL TOMPOT, its Secretary

STATE OF OHIO)
COUNTY OF Cuyahoga) SS

BEFORE ME, a Notary Public, in and for said County, personally appeared the above named Covington Lane Condominium Association, by its President and its Secretary, who acknowledged that they did sign the foregoing instrument, on Page 6 of 7, 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 Solon, Ohio, this 11 day of March, 2017.


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

3-1-13

AMENDMENTS TO THE
DECLARATION OF CONDOMINIUM OWNERSHIP
FOR
COVINGTON LANE CONDOMINIUM

PLEASE CROSS MARGINAL REFERENCE WITH THE DECLARATION OF CONDOMINIUM OWNERSHIP FOR COVINGTON LANE CONDOMINIUM RECORDED AT OR 1217, PAGE 883 ET SEQ. OF THE SUMMIT COUNTY RECORDS.

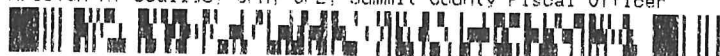
THIS WILL CERTIFY THAT A COPY OF THESE AMENDMENTS TO THE DECLARATION OF CONDOMINIUM OWNERSHIP FOR COVINGTON LANE CONDOMINIUM WERE FILED IN THE OFFICE OF THE FISCAL OFFICER OF SUMMIT COUNTY, OHIO.

DATED: 1-11-2023

BY: **KRISTEN M. SCALISE CPA, CFE**
FISCAL OFFICER

By: *Beverly Coble*
Beverly Coble

DOC # 56790327



**AMENDMENTS TO THE
DECLARATION OF CONDOMINIUM OWNERSHIP FOR
COVINGTON LANE CONDOMINIUM**

RECITALS

- A. The Declaration of Condominium Ownership for Covington Lane Condominium (the "Declaration") and the Bylaws of Covington Lane Condominium Association, Exhibit "A" of the Declaration (the "Bylaws"), were recorded at Summit County Records OR 1217, Page 883 et seq.
- 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 of Condominium Ownership for Covington Lane Condominium and the Bylaws of Covington Lane Condominium Association are 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" are 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" are replaced with the term "Limited Common Elements."
- (3) All references in the Declaration and Bylaws to the term "Board of Managers" are replaced with the term "Board of Directors."
- (4) All references in the Declaration and Bylaws to the term "Fines" are replaced with the term "Enforcement Assessments."



(5) **DELETE DECLARATION ARTICLE 24**, entitled "Receipt of Service of Process," in its entirety. Said deletion is to be taken from the Declaration, as recorded at Summit County Records, OR 1217, Page 883 et seq.

INSERT a NEW DECLARATION ARTICLE 24, entitled "Service of Process." Said new addition to be added to the Declaration, as recorded at Summit County Records, OR 1217, Page 883 et seq., is as follows:

24. Service of Process.

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

(6) **INSERT a NEW DECLARATION ARTICLE 29** entitled "Enforcement Assessments." Said new addition, to be added to the Declaration, as recorded at the Summit County Records, OR 1217, Page 883 et seq., is as follows:

29. Enforcement Assessments.

The Board has the authority to impose interest and administrative late fees for the late payment of Assessments, impose returned check charges, and, in accordance with Chapter 5311, 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. 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.

(7) INSERT a NEW SENTENCE to the end of DECLARATION ARTICLE 15. Said new addition, to be added to the Declaration, as recorded at Summit County Records, OR 1217, Page 883 et seq., is as follows:

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) MODIFY THE 1st SENTENCE of DECLARATION ARTICLE 15. Said modification, to be made to the Declaration, as recorded at Summit County Records, OR 1217, Page 883 et seq., is as follows: (new language is underlined)

All sums assessed by the Association for common charges applicable to any Condominium Unit remaining unpaid for more than ten (10) days after same have become due and payable shall constitute a continuing lien on such Condominium Unit prior to all other liens subsequently arising or created, except:

(i) real estate tax and assessment liens of record, and



(ii) first mortgage liens of record.

(9) **MODIFY THE 2nd SENTENCE of DECLARATION ARTICLE 15.** Said modification, to be made to the Declaration, as recorded at Summit County Records, OR 1217, Page 883 et seq., is as follows: (new language is underlined)

Such continuing lien may be foreclosed in the same manner as a mortgage on real Property behalf of all Unit Owners by the President or other designated representative of the Association, pursuant to the authorization of the Board of Directors thereof.

(10) **INSERT a NEW PARAGRAPH to the end of BYLAWS ARTICLE VIII, SECTION 1.** Said new addition, to be added to the Bylaws, Exhibit "A" to the Declaration, as recorded at Summit County Records, OR 1217, Page 883 et seq., is as follows:

The Association will credit payments made by a Unit Owner in the following order of priority:

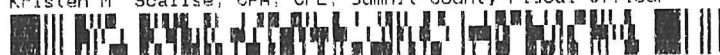
- (a) First, to interest owed to the Association;
- (b) Second, to administrative late fees owed to the Association;
- (c) Third, to collection costs, attorney's fees, and paralegal fees incurred by the Association; and
- (d) Fourth, to the principal amounts the Unit Owner owes to the Association for the common expenses or enforcement assessments chargeable against the Unit.

(11) **INSERT a NEW DECLARATION ARTICLE 30, entitled "Suspended Rights."** Said new addition, to be added to the Declaration, as recorded at Summit County Records, OR 1217, Page 883 et seq., is as follows:

30. Suspended Rights.

When a Unit Owner is delinquent in the payment of assessments for more than 30 days, the Board may, by a majority vote, suspend the voting privileges of the Unit Owner and the right of the Occupants to use the recreational facilities.

(12) **INSERT a NEW SENTENCE to the end of BYLAWS ARTICLE V, SECTION 3.** Said new addition, to be added to the Bylaws, Exhibit "A" of the Declaration, as recorded at Summit County Records, OR 1217, Page 883 et seq. is as follows:



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 or resale documentation, and statements of unpaid assessments.

(13) INSERT a NEW DECLARATION ARTICLE 13, SECTION (L), entitled "Owner/Resident Information." Said new addition, to be added to the Declaration, as recorded at Summit County Records, OR 1217, Page 883 et seq., is as follows:

(L) Owner/Resident Information.

Each Unit Owner must, within 30 days of the recording of this Amendment or within 30 days of title transferring to the Unit Owner, provide to the Association the Unit Owner's and 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 Unit Owner. Any change in the information must be provided to the Board, in writing, within 30 days of said change.

(14) INSERT PARAGRAPH to the end of BYLAWS ARTICLE VIII, SECTION 6. Said addition, to be added to the Bylaws, Exhibit "A" of the Declaration, as recorded at Summit County Records, OR 1217, Page 883 et seq., as follows:

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 and regulations 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.

(15) INSERT a NEW PARAGRAPH to the end of BYLAWS ARTICLE II, SECTION 1. Said new addition, to be added to the Bylaws, Exhibit "A" of the Declaration, as recorded at Summit County Records, OR 1217, Page 883 et seq., is as follows:

If a Unit Owner is not an individual, that Unit Owner may nominate for the Board of Directors any principal, member of a limited liability company, partner, director, officer, or employee of that Unit Owner. 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.

(16) INSERT a NEW SENTENCE to the end of BYLAWS ARTICLE II, SECTION 10. Said new addition, to be added to the Bylaws, Exhibit "A" of the Declaration, as recorded at Summit County Records, OR 1217, Page 883 et seq., is as follows:

Any Board meeting may be held in person or by any method of communication, including electronic or telephonic communication, as long as each Director can hear, participate and respond to every other Director.

(17) INSERT a NEW SENTENCE to the end of BYLAWS ARTICLE VIII, SECTION 2. Said new addition, to be added to the Bylaws, Exhibit "A" of the Declaration, as recorded at Summit County Records, OR 1217, Page 883 et seq., is as follows:

In the alternative, if the Association has collected a Common Surplus at the end of any fiscal year, the Board may determine that such amount will be applied toward reserves.

(18) INSERT A NEW PARAGRAPH to the end of DECLARATION ARTICLE 25. Said new addition, to be added to the Declaration, as recorded at Summit County Records, OR 1217, Page 883 et seq., and as amended at , is as follows:

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.

(19) INSERT a NEW PARAGRAPH to the end of BYLAWS ARTICLE II, SECTION 5. Said new addition, to be added to the Declaration, as recorded at Summit County Records, OR 1217, Page 883 et seq., and as amended at , is as follows:

In addition to all other powers enumerated above, the Board may exercise all powers of the Association, including the power to do the following:

- (A) Hire and fire managing agents, attorneys, accountants, and other independent contractors and employees that the Board determines are necessary or desirable in the management and operation of the Condominium Property and the Association;
- (B) 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 relates to matters affecting the Condominium Property;
- (C) Enter into contracts and incur liabilities relating to the operation of the Condominium Property;
- (D) Adopt rules that regulate the use or occupancy of Units, the maintenance, repair, replacement, modification, and appearance of Units, Common Elements, and Limited Common Elements when the actions regulated by those rules affect Common Elements or other Units;
- (E) Grant easements, leases, licenses, and concessions through or over the Common Elements;
- (F) Impose and collect fees or other charges for the use, rental, or operation of the Common Elements or for services provided to Unit Owners;
- (G) Enter a Unit for bona fide purposes when conditions exist that involve an imminent risk of damage or harm to Common Elements, another Unit, or to the health or safety of the occupants of that Unit or another Unit;
- (H) Purchase insurance and fidelity bonds the Board considers appropriate or necessary;
- (I) Invest excess funds in investments that meet standards for fiduciary investments under Ohio law.

(20) INSERT A NEW PARAGRAPH to the end of BYLAWS ARTICLE X. Said new addition, to be added to the Declaration, as recorded at Summit County Records, OR 1217, Page 883 et seq., is as follows:

Notwithstanding, the above, notices may be delivered using electronic mail subject to the following:

(A) 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.

(B) 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.

(21) MODIFY the 1st SENTENCE of BYLAWS ARTICLE VIII, SECTION 3. Said modification, to be made to the Bylaws, Exhibit "A" of the Declaration, as recorded at Summit County Records, OR 1217, Page 883 et seq., is as follows: (new language is underlined)

The ASSOCIATION shall build up and maintain a reasonable reserve for contingencies and replacements in an amount deemed adequate by the Board to maintain a reserve for the cost of unexpected repairs and replacements of capital improvements and for the repair and replacement of major improvements in an amount adequate 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.

(22) INSERT A NEW PARAGRAPH to the end of BYLAWS ARTICLE II, SECTION 12. Said modification, to be made to the Bylaws, Exhibit "A" of the Declaration, as recorded at Summit County Records, OR 1217, Page 883 et seq., is as follows:



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 such filing have standing to contest the validity of these amendments, 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 amendments.

The Covington Lane Condominium Association has caused the execution of this instrument this 20 day of December, 2022.

COVINGTON LANE CONDOMINIUM ASSOCIATION

By: Virginia Maxson
VIRGINIA MAXSON, President

By: Mikki Weiner
MIKKI WEINER, Secretary



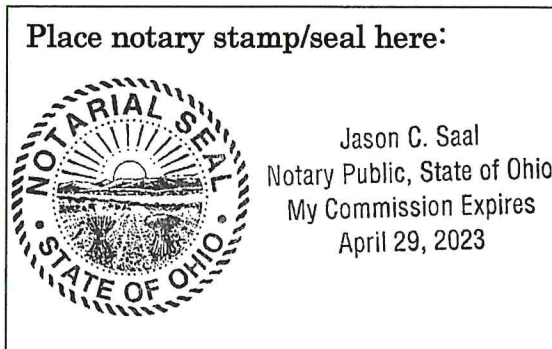
STATE OF OHIO)
)
COUNTY OF Summit) SS

BEFORE ME, a Notary Public, in and for said County, personally appeared the above named Covington Lane Condominium Association, by its President and its Secretary, who acknowledged that they did sign the foregoing instrument, on page 12 of 13, 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 20 day of December, 2022.



NOTARY PUBLIC



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

