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GEAUGA COUNTY OHIO

Celesta Mullins, Recorder

09/16/2024 10:02 AM

AMEN 94.00

OR Book 2190 Page 1654

**AMENDMENTS TO THE**  
**DECLARATION OF CONDOMINIUM OWNERSHIP**  
**FOR**  
**THE WOODSEGE CONDOMINIUM**

**PLEASE CROSS MARGINAL REFERENCE WITH THE DECLARATION OF  
CONDOMINIUM OWNERSHIP FOR THE WOODSEGE CONDOMINIUM  
RECORDED AT VOLUME 1080, PAGE 326 ET SEQ. OF THE GEAUGA COUNTY  
RECORDS.**

**AMENDMENTS TO THE  
DECLARATION OF CONDOMINIUM OWNERSHIP FOR  
THE WOODSEDGE CONDOMINIUM**

**RECITALS**

- A.** The Declaration of Condominium Ownership for The Woodsedge Condominium (the "Declaration") and the Bylaws of The Woodsedge Condominium Association, Inc., Exhibit B of the Declaration (the "Bylaws"), were recorded at Geauga County Records Volume 1080, Page 326 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 The Woodsedge Condominium is amended by the Board of Directors as follows:

- (1) INSERT a NEW PARAGRAPH to the end of DECLARATION ARTICLE XVII, SECTION (B).** Said new addition to the Declaration, as recorded at the Geauga County Records, Volume 1080, Page 326 et seq., and as amended at Volume 1814, Page 2434 et seq., is:

**The Board will impose the following enforcement procedure:**

- (1) 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:**

(a) A description of the property damage or violation;

(b) The amount of the proposed charge or assessment;

(c) A statement that the Unit Owner has a right to a hearing before the Board to contest the proposed charge or assessment;

(d) A statement setting forth the procedures to request a hearing;

(e) A reasonable date by which the Unit Owner must cure the violation to avoid the proposed charge or assessment.

**(2) Hearing Requirements:**

(a) 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.

(b) 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.

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

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

(4) 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.

(5) 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 the 1<sup>st</sup> PARAGRAPH of DECLARATION ARTICLE V, SECTION (D).** Said modification to the Declaration, as recorded at Geauga County Records, Volume 1080, Page 326 et seq., and as amended at Volume 1814, Page 2434 et seq., is: (new language is underlined)

The Association shall have the right to place a continuing lien upon the estate or interest in any Unit of the owner thereof and his percentage of interest in the Common Elements for the payment of the portion of the Common Expenses chargeable against such Unit which remains unpaid for ten (10) days after such portion has become due and payable by filing a certificate therefor with the Recorder of Geauga County, Ohio, pursuant to authorization given by the Board of Directors of the Association.

(3) **INSERT a NEW PARAGRAPH to the end of BYLAWS ARTICLE V, SECTION 6.** Said new addition to the Bylaws, Exhibit B of the Declaration, as recorded at Geauga County Records, Volume 1080, Page 326 et seq., 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.

(4) MODIFY the LAST SENTENCE of BYLAWS ARTICLE II, SECTION 1. Said modification to the Bylaws, Exhibit B of the Declaration, as recorded at Geauga County Records, Volume 1080, Page 326 et seq., is: (deleted language is crossed out; new language is underlined)

~~No single unit may be represented on the Board by more than one (1) person at any 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.~~

(5) INSERT a NEW PARAGRAPH to the end of BYLAWS ARTICLE II, SECTION 9. Said new addition, to the Bylaws, Exhibit B of the Declaration, as recorded at Geauga County Records, Volume 1080, Page 326 et seq., is:

In lieu of conducting a meeting, the Board may take action with the unanimous written consent of the Directors. Those written consents will be filed with the Board meeting minutes.

(6) INSERT 2 NEW ITEMS (9) and (10) to the end of the 1st SENTENCE of DECLARATION ARTICLE XII, SECTION (B). Said new additions to the Declaration, as recorded at Geauga County Records, Volume 1080, Page 326 et seq., are:

... or (9) 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 (10) 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.

(7) MODIFY BYLAWS ARTICLE II, SECTION 10(i)(i). Said modification to the Bylaws, Exhibit B of the Declaration, as recorded at Geauga County Records, Volume 1080, Page 326 et seq., is: (deleted language is crossed out; new language is underlined)

- (i) 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;

(8) INSERT a NEW PARAGRAPH to the end of DECLARATION ARTICLE XIX, SECTION (I). Said new addition to the Declaration, as recorded at Geauga County Records, Volume 1080, Page 326 et seq., is:

Notwithstanding the above, notices may 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.

(9) MODIFY the 1st SENTENCE of BYLAWS ARTICLE V, SECTION 3. Said modification, to the Bylaws, Exhibit B of the Declaration, as recorded at Geauga County Records, Volume 1080, Page 326 et seq., is: (new language is underlined)

(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 Woodsedge Condominium Association, Inc. has caused the execution of this instrument this 3rd day of September, 2024.

**THE WOODSEGE CONDOMINIUM ASSOCIATION, INC.**

By: Thomas D. Rooney  
TOM ROONEY, President

By: Christopher Swift  
CHRISTOPHER SWIFT, Secretary

STATE OF OHIO )  
 )  
COUNTY OF GEAUGA ) SS

**BEFORE ME**, a Notary Public, in and for said County, personally appeared the above named The Woodsedge Condominium Association, Inc., by its President and its Secretary, who acknowledged that they did sign the foregoing instrument, on page 8 of 9, 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 3<sup>RD</sup> day of SEPTEMBER, 2024.

Stephen P. Owendoff  
NOTARY PUBLIC

**Place notary stamp/seal here:**

STEPHEN P. OWENDOFF, Attorney at Law  
Notary Public - State of Ohio  
My Commission Has No Expiration  
Sec 147.03 R.C.

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





Instrument                      Book Page  
201700917919 DR              2027 2649

201700917919  
Filed for Record in  
GEAUGA COUNTY OHIO  
SHARON C GINGERICH, RECORDER  
02-27-2017 At 10:44 am.  
AMEND                      68.00  
DR Book              2027 Page 2649 - 2654

**AMENDMENT TO THE**  
**DECLARATION OF CONDOMINIUM OWNERSHIP**  
**FOR**  
**THE WOODSEGE CONDOMINIUM**

PLEASE CROSS MARGINAL REFERENCE WITH THE DECLARATION OF CONDOMINIUM OWNERSHIP FOR THE WOODSEGE CONDOMINIUM RECORDED AT VOLUME 1080, PAGE 326 ET SEQ. AND THE SIXTEENTH AMENDMENT TO THE DECLARATION OF CONDOMINIUM OWNERSHIP FOR THE WOODSEGE CONDOMINIUM RECORDED AT INSTRUMENT NO. 200300654421, OF THE GEAUGA COUNTY RECORDS.

**AMENDMENT TO THE**  
**DECLARATION OF CONDOMINIUM OWNERSHIP FOR**  
**THE WOODSEGE CONDOMINIUM**

**WHEREAS**, the Declaration of Condominium Ownership for The Woodsedge Condominium ("Declaration") was recorded at Geauga County Records Volume 1080, Page 326 et seq., and

**WHEREAS**, Declaration Article II, Section (B)(4) states: "The percentage of interest in the Common Elements is computed in the proportion that the square footage of each Unit bears to the aggregate square footage of all Units," which percentage of ownership interests were set forth in Exhibit "E" to the Declaration, and further states: "The square footage of each Unit shall include, for calculating the total square footage of each Unit and the aggregate of all Units, one third (1/3) of the interior space of any basement located within a Unit," and

**WHEREAS**, Exhibit "E" to the Declaration ("Exhibit 'E'") lists the first three Units constructed and made part of The Woodsedge Condominium, being Unit Nos. 1, 2, and 3, including the square footage of each Unit and its corresponding percentage of interest in the Common Elements, and

**WHEREAS**, based on the Board of Directors' ("Board") review of Exhibit "A" to the Declaration ("Exhibit 'A'"), being the "Drawings," Exhibit "D" to the Declaration ("Exhibit 'D'"), being a "Narrative Description of Building and Units," and Exhibit "E," the Board has determined that the calculation of the Unit square footages listed for Unit Nos. 1, 2, and 3 in Exhibit "E" included one-third of the interior basement space for each of the first three Units, and

**WHEREAS**, the Canyon Lakes Colony Co., Inc. as the "Declarant" of The Woodsedge Condominium filed the Declaration and 15 subsequent expansion amendments to the Declaration (collectively referred to as the "Expansion Amendments"), for purposes of adding and declaring more Units and associated Condominium Property to The Woodsedge, as well as a "Special Amendment" to correct an error in the Declaration, being the Sixteenth Amendment to the Declaration, recorded at Geauga County Records Instrument No. 200300654421, and

**WHEREAS**, beginning with the First Amendment to the Declaration, recorded at Geauga County Records Volume 1140, Page 1275 et seq., the Declarant included an Exhibit "4" as part of each Expansion Amendment ("Exhibit '4'"), which includes the square footage of each existing and newly added Unit and its corresponding percentage of interest in the Common Elements, and

**WHEREAS**, each of the Exhibit "4"s as well as Exhibit "A" to the Sixteenth Amendment list the square foot size for Unit Nos. 1, 2, and 3, that is higher than the square footage listed for each of the said Units in Exhibit "E", and

**WHEREAS**, Section 5311.05(E)(1)(d) of the Ohio Revised Code authorizes the Board, without a vote of the Unit Owners, to amend the Declaration "to correct clerical or typographical errors or obvious factual errors in the declaration or an exhibit to the declaration," and

**WHEREAS**, based on the Board's review of Exhibit "A," Exhibit "D," and Exhibit "E," the Board has determined that Declarant erroneously and improperly increased the listing of Unit square footages for Unit Nos. 1, 2, and 3 by an additional one-third of the basement space for each of the said three Units in each of the Expansion Amendments and the Sixteenth Amendment, which resulted in a corresponding error in the calculation of the percentage of ownership interest for each of the said Units, all of which constitutes a clerical, as well as obvious factual, error, and

**WHEREAS**, based on the Board's review of the First Amendment to the Declaration, recorded at Geauga County Records Volume 1140, Page 1275 et seq., including the Drawings attached to the Second Amendment as Exhibit "A" and the "Narrative Description of Buildings and Units" attached to the Second Amendment as Exhibit "3," the Board has further determined that Declarant erroneously recorded the square footage for Unit 6 in Exhibit "4" to the First Amendment, as well as every subsequent Expansion Amendment and in Exhibit "A" of the Sixteenth Amendment, as being 18 square feet larger than as shown and listed on the Drawings for Unit 6, which resulted in a corresponding error in the calculation of the percentage of ownership interest for Unit No. 6, all of which constitutes a clerical, as well as obvious factual error, and

**WHEREAS**, the Board has therefore approved the following matter to correct the clerical, typographical, and obvious factual errors made in the Expansion Amendments and the Sixteenth Amendment, and

WHEREAS, the Board has in all respects complied with the necessary proceedings to amend the Declaration and Bylaws as permitted by Chapter 5311 and the Declaration.

NOW THEREFORE, the Declaration of Condominium Ownership for The Woodsedge Condominium is amended by the Board, effective March 1, 2017, as follows:

DELETE DECLARATION EXHIBIT "E," entitled "Description of Unit Type, Unit Number and Address, and Percentage Interest" and DELETE EXHIBIT "A" TO THE SIXTEENTH AMENDMENT TO THE DECLARATION in their entirety. Said deletions are to be taken from the Declaration, as recorded at Geauga County Records Volume 1080, Page 326 et seq, and as amended by the Sixteenth Amendment as recorded at Geauga County Records Instrument No. 200300654421, respectively.

INSERT the below Table as the "Description of Unit Type, Unit Number and Address, and Percentage Interest" as part of the Declaration. Said new addition to be added to the Declaration, as recorded at Geauga County Records, Volume 1080, Page 326 et seq., and the Sixteenth Amendment, as recorded at Geauga County Records Instrument No. 200300654421, is as follows:

Description of Unit Type, Unit Number and Address, and Percentage Interest

| Unit No. | Phase No. | Unit Address            | Unit Type | Square Footage | Percentage of Fractional Interest in Common Elements and Percentage or Fractional Interest In Common Expenses, Common Assessments, Common Surplus, Common Profits and Common Losses |
|----------|-----------|-------------------------|-----------|----------------|---|
| 1        | I         | 17405 Wild Oak Place    | C         | 2,815.67       | 3.043%  |
| 2        | I         | 17407 Wild Oak Place    | B         | 2,973.60       | 3.213%  |
| 3        | I         | 17409 Wild Oak Place    | A         | 3,799.67       | 4.106%  |
| 4        | II        | 17405 Beech Grove Trail | B         | 2,790.00       | 3.015%  |

|    |      |                         |          |          |        |
|----|------|-------------------------|----------|----------|--------|
| 5  | II   | 17407 Beech Grove Trail | A        | 3,800.00 | 4.106% |
| 6  | II   | 17409 Beech Grove Trail | C        | 3,199.00 | 3.457% |
| 7  | XII  | 17411 Beech Grove Trail | Primrose | 4,630.67 | 5.004% |
| 8  | XIII | 17413 Beech Grove Trail | Azalea   | 3,908.67 | 4.224% |
| 9  | VII  | 17415 Beech Grove Trail | Aster    | 3,119.66 | 3.371% |
| 10 | V    | 17417 Beech Grove Trail | Azalea   | 4,133.00 | 4.466% |
| 11 | III  | 17419 Beech Grove Trail | A        | 4,190.00 | 4.528% |
| 12 | VIII | 17421 Beech Grove Trail | Primrose | 4,536.33 | 4.902% |
| 13 | VII  | 17423 Beech Grove Trail | Aster    | 3,106.66 | 3.357% |
| 14 | IV   | 17425 Beech Grove Trail | C        | 3,027.00 | 3.271% |
| 15 | IV   | 17427 Beech Grove Trail | A        | 3,916.00 | 4.232% |
| 16 | III  | 17429 Beech Grove Trail | A        | 3,810.00 | 4.117% |
| 17 | II   | 17431 Beech Grove Trail | C        | 3,438.00 | 3.715% |
| 18 | IX   | 17420 Beech Grove Trail | Hyacinth | 3,583.33 | 3.872% |
| 19 | VII  | 17418 Beech Grove Trail | Hyacinth | 3,913.00 | 4.229% |
| 20 | XI   | 17416 Beech Grove Trail | Primrose | 4,207.67 | 4.547% |
| 21 | X    | 17414 Beech Grove Trail | Aster    | 3,106.67 | 3.357% |
| 22 | X    | 17412 Beech Grove Trail | Azalea   | 3,819.33 | 4.127% |
| 23 | VII  | 17410 Beech Grove Trail | Primrose | 4,748.00 | 5.131% |
| 24 | VI   | 17408 Beech Grove Trail | Primrose | 4,192.66 | 4.531% |
| 25 | V    | 17406 Beech Grove Trail | Azalea   | 3,773.00 | 4.077% |

Any conflict between the above provisions and any other provisions of the Declaration and Bylaws will be interpreted in favor of the above modification to Declaration Exhibit "E" and Exhibit "4" to the Sixteenth Amendment, which provides the correct Units' square footages as reflected in the Declaration, Drawings, and other Exhibits, and the corresponding percentages of ownership interests in the Common Elements. The invalidity of any part of the above provisions 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 have standing to contest the validity of this amendment, whether on procedural, substantive, or any other grounds. Any challenge to the validity of the amendment must be brought in the court of common pleas within one year of the recording of the amendment.

*Remainder of Page Intentionally Left Blank*

The Woodsedge Condominium Association, Inc. has caused the execution of this instrument this 17 day of February, 2017.

THE WOODSEdge CONDOMINIUM ASSOCIATION, INC.

By: George Morris  
GEORGE MORRIS, its President

By: Mary Swift  
MARY SWIFT, its Secretary

STATE OF OHIO )  
COUNTY OF GEAUGA ) SS

BEFORE ME, a Notary Public, in and for said County, personally appeared the above named The Woodsedge Condominium Association, Inc., by its President and its Secretary, who acknowledged that they signed 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 BAINBRIDGE, Ohio, this 17th day of February, 2017.

Stephen P. Owendoff  
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

Place notary stamp/seal here:

STEPHEN P. OWENDOFF, Attorney at Law  
Notary Public - State of Ohio  
My Commission Has No Expiration Date  
Sec. 147.03 R.C.





AMENDMENT TO THE  
DECLARATION OF CONDOMINIUM OWNERSHIP  
FOR  
THE WOODSEdge CONDOMINIUM

201700926234  
Filed for Record in  
GEAUGA COUNTY OHIO  
SHARON C GINGERICH, RECORDER  
09-18-2017 At 11:56 am.  
AMEND                      144.00  
OR Book    2039 Page 814 - 829

PLEASE CROSS MARGINAL REFERENCE WITH THE DECLARATION OF  
CONDOMINIUM OWNERSHIP FOR THE WOODSEdge CONDOMINIUM  
RECORDED AT VOLUME 1080, PAGE 326 ET SEQ. FOR THE GEAUGA  
COUNTY RECORDS.

**AMENDMENT TO THE  
DECLARATION OF CONDOMINIUM OWNERSHIP FOR  
THE WOODSEdge CONDOMINIUM**

**WHEREAS**, the Declaration of Condominium Ownership for The Woodsedge Condominium (the "Declaration") and the Bylaws of The Woodsedge Condominium Association, Inc. (the "Bylaws"), Exhibit B the Declaration, were recorded at Geauga County Records, Volume 1080, Page 326 et seq., and

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

**WHEREAS**, Declaration Article XII(A) authorizes amendments to the Declaration, 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 93% of the Association's voting power as of August 28, 2017, and

**WHEREAS**, the Association has in its records the power of attorney signed by Unit Owners representing 92% of the Association's voting power authorizing the Association's officers to execute the Amendment on their behalf, and

**WHEREAS**, attached as Exhibit A is a certification of the Association's President stating that copies of the Amendment will be mailed or hand delivered to all first mortgagees on the records of the Association and all Unit Owners once the Amendment is recorded with the Geauga County Recorder's Office and that Unit Owners representing at least 75% of the Association's voting power affirmatively approved the Amendment, and

**WHEREAS**, attached as Exhibit B is a certification from the Association's Secretary as to the consenting mortgagees, on the records of the Association, to the Amendment, 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 The Woodsedge Condominium is amended by the following:

(1) **DELETE DECLARATION ARTICLE I(H)(2)(a) in its entirety.** Said deletion to be taken from Page 3 of the Declaration, as recorded at Geauga County Records, Volume 1080, Page 326 et seq.

**RENUMBER DECLARATION ARTICLE I(H)(2)(b), (c), (d), (e), (f), and (g) TO READ ARTICLE I(H)(2)(a), (b), (c), (d), (e), and (f), respectively.** Said modifications, to be made on Page 3 of the Declaration, as recorded at Geauga County Records, Volume 1080, Page 326 et seq.

(2) **DELETE DECLARATION ARTICLE II(A), entitled "Units," in its entirety.** Said deletion to be taken from Pages 6-8 of the Declaration, as recorded at Geauga County Records, Volume 1080, Page 326 et seq.

**INSERT a new DECLARATION ARTICLE II(A), entitled "Units."** Said addition, to be made on Page 6 of the Declaration, as recorded at Geauga County Records, Volume 1080, Page 326 et seq., is as follows:

(A) **Units.** Each of the 25 Units previously declared and described as a freehold estate consist of all the space bounded by the interior (un-drywalled) surfaces of the perimeter walls, floors, and ceilings or each such Unit, including the vestibule, if any, immediately adjacent to each such Unit, projected, if necessary, by reason of structural divisions such as interior walls and other partitions, the layout, location, designation, and dimensions of each Unit being shown on the Allotted Drawings previously filed for record. Each Unit also includes:

- (1) The drywall or wood subflooring contiguous to the undecorated interior surfaces of the perimeter walls, floors, and ceilings of a Unit;

- (2) The decorated surfaces, including paint, lacquer, varnish, wallpaper, tile, and other finishing materials applied to said perimeter walls, floors, and ceilings; and also the aforesaid finishing materials applied to the interior walls, floors, and ceilings;
- (3) All perimeter and interior doors, garage doors, glass doors, windows, including skylights, within the Unit or affixed to the perimeter walls, floors, roofs, or ceilings of a Unit, including door and window glass (including glazing as may be needed), screens, sashes, jambs, thresholds, hinges, locks, latches, hardware, kickplates, openers, frames (including exterior caulking of door frames as may be needed), and window and door exterior molding and trim, including window fins or tape;
- (4) The receptacle and switch plates and covers, grills, vent covers, registers, and other coverings of space, light fixtures, and control knobs, which serve only the Unit;
- (5) All fixtures located within the bounds of a Unit and the spaces occupied by the fixtures themselves;
- (6) All unenclosed space, if any, within or occupied by structural parts of the Building that may project into the Unit, as defined above, from the unfinished perimeter floor level to the unfinished perimeter ceiling level and including by way of illustration, but not by way of limitation, the space between the shelves of built-in bookcases, if any, the space within built-in cabinets, if any, and the hearth lying within the fireplace, if any;
- (7) All non-structural and structural interior walls (other than walls separating Units) and all space between interior walls, floors, and ceilings, including the structural and component parts of the Building and by utility pipes, wires, and conduits;

- (8) All other structural portions of a Building, lying within the bounds of a Unit;
- (9) All heating, cooling, and ventilating equipment, units, and installations serving only the Unit, and all parts, installations, and appurtenances thereto, including the thermostats and control devices;
- (10) All plumbing, electric, heating, cooling, ventilating, and other utility or service lines, pipes, ducts, wires, plugs, outlets, conduits, and valves existing within a Unit to their place of connection to the toilets, sinks, valves, registers, grills, outlets, light fixtures, appliances, and receptacles within a Unit or to their tap, plug or shutoff valve within a Unit, and all such lines, pipes, ducts, wires, plugs, outlets, conduits, and valves that serve only the Unit wherever located;
- (11) Any communications, security, and smoke detector systems serving only the Unit wherever located;
- (12) The entirety of the Building appurtenant to and serving each Unit, including all structural and non-structural Building components, which includes:
  - (i) the cedar, pine, or other siding material (as approved by the Board ), including the Tyveck or other similar material, sheathing, studs, and insulation underneath the siding appurtenant and attached to the perimeter walls of the Unit;
  - (ii) the entire roofing system, including roofing shingles, underlayment, ice and water shield, flashing materials, vents, roof decking material, roof trusses, and joists, appurtenant and attached to the upper boundary of the Unit;

- (iii) any foundation walls, basement walls, basement floor, or concrete slabs, appurtenant and attached to the lowest boundary of the Unit; and,
  - (iv) any exterior electrical, lighting, or plumbing fixtures attached to the Building exterior; and,
  - (v) any shutters and other hardware or finishings attached to the exterior of the Building.
- (13) With respect to any attached Units, each such Unit, including the component parts, extends to the mid-point of the party wall, including the roof, siding, and structure of such party wall that divides the Unit from the neighboring, attached Unit.

The layout, location, designation, and dimensions of all Units are shown on the Allotted Drawings previously filed for record. Each Unit has a direct exit to a public street or to a Common Element leading to a public street.

A narrative description of the Buildings and the Units contained therein is set forth in Exhibit "D" attached to the Declaration. Any inconsistencies between the above Unit definition on the one hand, and the narrative description set forth in Exhibit "D" or the Allotted Drawings on the other hand will be resolved in favor of the above definition. Any inconsistencies between the narrative description of the Buildings, the Units, or the Common Elements on one hand, as set forth in Exhibit "D", and the Allotted Drawings on the other hand will be resolved in favor of the Allotted Drawings.

(3) MODIFY DECLARATION ARTICLE II(B)(1), entitled "Description of Common Elements." Said modification, to be made on Page 8 of the Declaration, as recorded at Geauga County Records, Volume 1080, Page 326 et seq., is as follows (deleted language is crossed-out):

- (1) Description of Common Elements. The entire balance of the land and improvements thereon, including ~~but not limited to, all Buildings, foundations, roofs, main and supporting walls, exterior~~

parking spaces, sidewalks, roadways, drives, ~~storage spaces, if any,~~ the entrance improvements, including signage, community facilities, if any, pumps, trees, lawns, gardens, pavement, balconies, porches, stoops, wires, conduits, utility lines and ducts, street lights and lamps now or hereafter situated on the Condominium Property, all as hereinbefore more specifically described as "Common Elements" in Article I hereof, are hereby declared and established as the Common Elements. ~~Specifically, all electric fixtures, utility pipes and lines, faucets, shower heads, plugs, connections, or fixtures as defined by the laws of the State of Ohio and all replacements thereof shall be a part of the Common Elements. Unless otherwise provided by the Unit Owners' Association, however, the care, maintenance, repair and replacement of all or any portion of such elements or fixtures located within a Unit shall be the responsibility of the owner of such Unit.~~

(4) DELETE DECLARATION ARTICLE II(B)(2)(a), (b), and (e) in their entirety. Said deletions are to be taken from Page 9 of the Declaration, as recorded at Geauga County Records, Volume 1080, Page 326 et seq.

RENUMBER DECLARATION ARTICLE II(B)(2)(c), (d), (f), (g), (h), (i), and (j) TO READ ARTICLE II(B)(2)(a), (b), (c), (d), (e), (f), (g), and (h) respectively. Said modifications, to be made on Pages 9-10 of the Declaration, as recorded at Geauga County Records, Volume 1080, Page 326 et seq.

MODIFY DECLARATION ARTICLE II(B)(2)(b). Said modification, to be made on Page 9 of the Declaration, as recorded at Geauga County Records, Volume 1080, Page 326 et seq., is as follows (deleted language is crossed-out; new language is underlined):

(b) All gas, electric, television antennas, cable television wires or conduits, if any, telephone, communication services, intercom, if any, telephone, water or other utility or service lines, pipes, wires and conduits located ~~outsidewithin~~ outsidewithin the bounds of such Unit ~~butand~~ butand which serve only such Unit;

(5) INSERT a new sentence to the end of DECLARATION ARTICLE II(C)(1)(a), entitled "Generally," as amended. Said insertion, to be added on Page 12 of the Declaration as recorded at Geauga County Records, Volume 1080, Page

326 et seq., and Page 2 of the Second Amendment to the Declaration, as recorded at Geauga County Records Volume 1203, Page 445 et seq., is as follows:

The Association, as the Board may from time to time decide, may further perform any maintenance, repair, and replacement of any part of the Limited Common Elements or exterior of the Buildings, including gutter cleaning, window cleaning, and exterior extermination, as the Board reasonably determines is needed to preserve and protect the uniformity or safety of the Buildings and Common Elements, with the cost of such work charged or assessed to the Unit Owner(s) in an equitable and consistent manner as the Board so determines.

INSERT a new subparagraph (c) into DECLARATION ARTICLE II(C)(1), as amended. Said insertion, to be added on Page 12 of the Declaration as recorded at Geauga County Records, Volume 1080, Page 326 et seq., and Page 2 of the Second Amendment to the Declaration, as recorded at Geauga County Records Volume 1203, Page 445 et seq., is as follows:

(c) Unit and Limited Common Element Maintenance. If a Unit or Limited Common Element a Unit Owner is responsible for, as provided for in the Declaration, becomes impaired, in a neglected state, or otherwise in need of repair or restoration, as the Board so determines, and if the Unit Owner of the pertinent Unit fails after reasonable (based on the existing circumstances) notice from the Association to repair, restore, or otherwise correct the condition, the Association may, but is not obligated to, repair, restore, or otherwise correct the condition. The Association will charge and assess the cost and expense thereof to the Unit Owner(s) who should have performed the work.

(6) MODIFY the first sentence of DECLARATION ARTICLE II(C)(2)(a). Said modification, to be made on Page 13 of the Declaration, as recorded at Geauga County Records, Volume 1080, Page 326 et seq., is as follows (deleted language is crossed-out; new language is underlined):

To maintain, repair, and replace at his expense all portions and components of his Unit, and all internal installations of or serving only such Unit, such as appliances, plumbing, electrical, and air



conditioning fixtures or installations, and any portion of any other utility service facilities located within the Unit boundaries or serving only the Unit, other than such installations or utility facilities serving other Units, and to assume the same responsibility with respect to the other Limited Common Elements belonging to his Unit, including watering the yard areas adjacent to his Unit or making such water available to the Association, Management Company, or their respective contractors, agents, and employees.

(7) INSERT new subparagraph (h) into DECLARATION ARTICLE II(C)(2). Said insertion, to be added on Page 14 of the Declaration as recorded at Geauga County Records, Volume 1080, Page 326 et seq., is as follows:

(h) To mitigate or otherwise resolve any radon gas or similar concerns affecting the Owner's Unit, to install, maintain, repair, and replace any grinder or sump pump needed for or serving the Unit, and to address and resolve any issue concerning the settling or other movement of the Building in which the Owner's Unit is located, all of which such work requires the Board's prior written approval.

(8) INSERT new subparagraphs (4), (5), and (6) into DECLARATION ARTICLE II(C). Said insertion, to be added on Page 14 of the Declaration as recorded at Geauga County Records, Volume 1080, Page 326 et seq., is as follows:

(4) Interpretation of Maintenance Obligation. In the event of any uncertainty or good faith dispute as to whether the Association or an individual Unit Owner is responsible for the maintenance, repair, or replacement of a given item, the Board's determination, exercised in good faith, as to whether any particular maintenance, repair, or replacement to be made is the Association's or individual Unit Owner's responsibility, is final, provided that such determination must thereafter be consistently followed.

(5) Shared Responsibility. If any needed maintenance, repair, or replacement affects both the Common Elements and one or more Unit or Limited Common Elements or affects two or more adjoining Units, the Association may have the needed maintenance, repair, or replacement work done in full. The Association will then assess the Owner(s) of the Unit(s) affected by the work for the cost of the work

(including labor, supplies, and materials, as well as any administrative, professional, and insurance expenses) attributable to the Owner's Unit or Limited Common Elements. The Unit Owner is responsible for and will pay for their share of the work.

(6) Maintenance Standards. Each Unit Owner must comply with all Rules and procedures that the Board may from time to time adopt pertaining to the maintenance, repair, and replacement of all Unit and Limited Common Element components, installations, fixtures, and improvements. Any failure to comply with any maintenance standards promulgated by the Board is considered negligence per se. The alteration or change in the exterior appearance of any portion of the building not within the walls of the Unit is prohibited, unless explicitly permitted by the Rules or the Unit Owner receives the Board's prior written approval.

(9) MODIFY DECLARATION ARTICLE VI(A), entitled "Casualty Insurance." Said modification, to be made on Page 22 of the Declaration, as recorded at Geauga County Records, Volume 1080, Page 326 et seq., and as amended by the Amendment recorded at Geauga County Records Instrument No. 201600915367, is as follows (deleted language is crossed-out; new language is underlined):

The Association, as a Common Expense, wishall obtain for the benefit of the Association, all of the Unit Owners and their respective mortgagees, as their interests may appear, and thereafter maintain in full force and effect at all times, insurance (except such insurance as may be separately provided for by a Unit Owner pursuant to Article VI(C) of this Declaration) on the following (comprising and being hereinafter referred to as the "Insured Property"): ~~The Parcel No. 1 Buildings including the Additional Property Buildings if and when the Additional Property Buildings are added to the Condominium Development, all other structures and improvements and facilities now and at any time hereafter constituting a part of the Condominium Property~~ Common Elements, excluding the Limited Common Elements, and all personal property owned by the Association. Said insurance wishall afford protection against loss or damage by fire, lightning, and such other perils as are now or hereafter covered by the standard form extended coverage endorsement commonly issued in Geauga County, Ohio and such other risks as from time to time customarily ~~shall be~~

covered with respect to buildings, structures, improvements, and facilities similar in construction, location, and use as the buildings, structures, improvements, and facilities comprised as part of the ~~Condominium Property~~ Common Elements, including vandalism, malicious mischief, windstorm, plate glass, and water damage. The casualty insurance may be subject to a deductible in an amount the Board determines, which is not in excess of 0.5% of the total insurance building valuation for the entire Condominium Property (the "maximum deductible"). If the deductible for the casualty insurance policy is applied on a per building basis, whether for all claims or specified claims (such as, for example, certain water damage claims), the maximum deductible will also apply on a per building basis. The casualty insurance to be purchased hereunder wshall be in an amount equal to not less than one hundred percent (100%) of the full replacement cost of the Insured Property, ~~exclusive of excavations and foundations and exclusive of such improvements to individual Units which may be separately insured by Unit Owners as provided in Article VI(C) of this Declaration.~~ The amount of casualty insurance wshall be reviewed annually and adjusted if necessary. The cost of an appraisal ishall be a Common Expense. Such casualty insurance wshall provide (1) for the issuance of certificates of insurance to the Unit Owners, (2) for the issuance of certificates of insurance to the holders of mortgages on the Units, (3) ~~that for the purpose of such insurance, improvements to Units made by Unit Owners shall not affect the valuation of the Insured Property,~~ (4) for the payment of claims without apportionment or contribution, as though no other policy existed, (5) that the insurer waives all defenses based upon the "increase in hazard" provision, co-insurance, invalidity arising by acts of an insured, or similar defenses and waiving the so-called "vacancy" clause, (6) that the insurer waives its right of subrogation against Declarant, Unit Owners, the Association, any Managing Agent and their respective families, agents, tenants, guests and employees and all persons lawfully in possession or control of any part of the Condominium Property, (7) that the insurer waives its right to elect to restore the Condominium Property, or any part thereof, in lieu of making a cash settlement in the case of the termination of this Condominium as provided for in this Declaration or pursuant to the provisions of the Act, and (8) that coverage under such insurance will not be terminated, canceled, or materially modified without ten (10) days' prior written

notice to all insureds, including each mortgagee holding a mortgage encumbering a Unit. The Association ~~wi~~shall pay the premiums for the insurance herein required at least thirty (30) days prior to the expiration date thereof. Certificates of such insurance, together with proof of payment of the premium therfor, ~~wi~~shall be delivered by the Association to each Unit Owner and its respective mortgagee(s) at least ten (10) days prior to the expiration of the then current policy(s). Furthermore, the Association ~~shall~~hasve the right, but not the obligation, to insure portions of a Unit and the provisions of this Article VI ~~wi~~shall not invalidate any such insurance.

DELETE DECLARATION ARTICLE VI(C), entitled "Unit Owners' Insurance," in its entirety. Said deletion is to be taken from Page 23 of the Declaration, as recorded at Geauga County Records, Volume 1080, Page 326 et seq.

INSERT a new DECLARATION ARTICLE VI(C), entitled "Unit Owners' Insurance." Said addition, to be made on Page 23 of the Declaration, as recorded at Geauga County Records, Volume 1080, Page 326 et seq., is as follows:

(C) Unit Owners' Insurance. Each Unit Owner shall, at his or her own expense, obtain insurance on the insurable improvements comprising or located in the Unit and its Limited Common Elements (as set forth in Article II(A) and (B)(2), as amended) for loss or damage from fire and other perils covered within the scope of standard extended coverage in an amount equal to 100% of the replacement cost of the insurable improvements. Deductibles may not exceed the higher of: \$2,000.00 or two percent of the policy's insurance limits for windstorm or hail losses and \$1,000.00 or one percent of the policy's insurance limits for all other covered losses. All policies obtained by Unit Owners individually must contain the waiver of subrogation provisions referred to in Article VI(A) of this Declaration. Upon request from the Association, each Unit Owner must provide the Association with evidence that such coverage is in effect. If any Unit Owner fails to obtain and maintain the required insurance on their Unit, the Association may (but is not obligated to) obtain such insurance and assess the cost thereof to the Owner as an individual Unit Assessment.

**DELETE DECLARATION ARTICLE VI(F)(5) and (6) in their entirety. Said deletions are to be taken from Page 25 of the Declaration, as recorded at Geauga County Records, Volume 1080, Page 326 et seq.**

**INSERT a new DECLARATION ARTICLE VI(F)(5). Said addition, to be made on Page 25 of the Declaration, as recorded at Geauga County Records, Volume 1080, Page 326 et seq., is as follows:**

(5) Except as otherwise provided in Article VI(F)(3) of this Declaration, if all or any part of the structure of a Unit or any exterior portion of a Unit is damaged or destroyed, the Owner of such Unit must cause the same to be restored substantially to the same condition as is existed immediately prior to such damage or destruction within 180 days of the date of such damage or destruction, subject to such extension(s) as the Board may grant under the circumstances. The Board may provide for or permit the use of such new or alternative materials as the Board reasonably determines are in the Association's best interest, with the intention to at all times preserve the first class architectural design and appearance that is associated with The Woodsedge Condominium. Repair and restoration of those internal portions of the Unit not visible from the exterior may, but is not required to, be substantially the same as existed immediately prior to a casualty loss. However, in no event may a Unit Owner alter, modify, or deviate from the structure, exterior footprint, or exterior appearance of the Building in which the Unit is/was located as it existed immediately prior to the casualty loss without the Board's express prior written permission.

Any conflict between any above provisions and any other provisions of the Declaration and Bylaws will be interpreted in favor of the above changes in Association and Unit Owner maintenance and insurance responsibilities. 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. Any such challenge must be brought in the court of common pleas within one year of the recording of this amendment.

The Woodsedge Condominium Association, Inc. has caused the execution of this instrument this 11 day of September, 2017.

THE WOODSEGE CONDOMINIUM ASSOCIATION, INC.

By: George Morris  
GEORGE MORRIS, its President

By: Mary Swift  
MARY SWIFT, its Secretary

STATE OF OHIO )  
  )      SS  
COUNTY OF CUYAHOGA                          )

BEFORE ME, a Notary Public, in and for said County, personally appeared the above named The Woodsedge Condominium Association, Inc., 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.

I have set my hand and official seal in BAINBRIDGE Twp Ohio, this 11 day of September, 2017.

Stephen P. Owendoff  
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

Place notary stamp/seal here:  
STEPHEN P. OWENDOFF, Attorney at Law  
Notary Public - State of Ohio  
My Commission Has No Expiration Date  
Sec. 147.03 R.C.

EXHIBIT A

CERTIFICATION OF PRESIDENT

STATE OF OHIO )
COUNTY OF GEAUGA ) SS

GEORGE MORRIS, the duly elected and acting President of The Woodsedge Condominium Association, Inc., certifies:

- 1. He will cause copies of the Amendment to the Declaration to be mailed or hand delivered to all first mortgagees having bona fide liens of record against any Unit Ownerships of whose mortgage interests notice had been given to the Association and all Unit Owners once the Amendment is recorded with the Geauga County Recorder's Office.
2. The Association received the signed, written consents of Unit Owners representing at least 75% of the Association's voting power in favor of the Amendment to the Declaration in accordance with the provisions of Declaration Article XII(A).

Handwritten signature of George Morris
GEORGE MORRIS, President

BEFORE ME, a Notary Public, in and for said County, personally appeared the above named GEORGE MORRIS who acknowledges that he did sign the foregoing instrument and that the same is his free act and deed.

IN TESTIMONY WHEREOF, I have set my hand and official seal in BAIRBRIDGE TWP., Ohio, this 11 day of September, 2017.

Handwritten signature of Stephen P. Owendoff
NOTARY PUBLIC

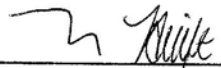
Place notary stamp/seal here:
STEPHEN P. OWENDOFF, Attorney at Law
Notary Public - State of Ohio
My Commission Has No Expiration Date
Sec. 147.03 R.C.

EXHIBIT B

CERTIFICATION OF SECRETARY

STATE OF OHIO )  
 )  
COUNTY OF GEAUGA ) SS

MARY SWIFT, the duly elected and acting Secretary of the The Woodsedge Condominium Association, Inc., certifies there are no, as the term is used in Declaration Article XII(A), "first mortgagees" of record on file with the Association as no holders, insurers or guarantors of a first mortgage on a Unit have given the Association a written request to receive notice of certain actions or amendments.



\_\_\_\_\_  
MARY SWIFT, Secretary

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

IN TESTIMONY WHEREOF, I have set my hand and official seal in BAINBRIDGE Twp, Ohio, this 11<sup>th</sup> day of SEPT., 2017.

Stephen P. Owendoff  
NOTARY PUBLIC

Place notary stamp/seal here:

STEPHEN P. OWENDOFF, Attorney at Law  
Notary Public - State of Ohio  
My Commission Has No Expiration Date  
Sec. 147.03 R.C.





Instrument      Book Page  
200700756572 DR 1814 2434

200700756572  
Filed for Record in  
GEAUGA COUNTY, OHIO  
MARY MARGARET MCBRIDE  
02-08-2007 At 11:42 am.  
AMEND                      60.00  
DR Book 1814 Page 2434 - 2439

AMENDMENTS TO THE  
DECLARATION OF CONDOMINIUM OWNERSHIP  
FOR  
THE WOODSEdge CONDOMINIUM

PLEASE CROSS MARGINAL REFERENCE WITH THE DECLARATION OF  
CONDOMINIUM OWNERSHIP FOR THE WOODSEdge CONDOMINIUM  
RECORDED AT VOLUME 1080, PAGE 326 ET SEQ. OF THE GEAUGA COUNTY  
RECORDS.

AMENDMENTS TO THE  
DECLARATION OF CONDOMINIUM OWNERSHIP FOR  
THE WOODSEGE CONDOMINIUM

WHEREAS, the Declaration of Condominium Ownership for The Woodsedge Condominium (the "Declaration") and the Bylaws of The Woodsedge Condominium Association, Inc. (the "Bylaws"), Exhibit "B" to the Declaration, were recorded at Geauga County Records Volume 1080, Page 326 et seq., 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 Woodsedge Condominium have in all respects been complied with.

NOW THEREFORE, the Declaration of Condominium Ownership for The Woodsedge 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 IV(C), entitled "Service of Process," in its entirety. Said deletion is to be made on Page 19 of the Declaration, as recorded at Geauga County Records, Volume 1080, Page 326 et seq.

INSERT a new DECLARATION ARTICLE IV(C), entitled "Service of Process." Said addition, to be made on Page 19 of the Declaration, as recorded at Geauga County Records, Volume 1080, Page 326 et seq., is as follows:

(C) 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) DELETE DECLARATION ARTICLE XVII(B), entitled "Fines." Said deletion to be taken from Pages 42-43 of the Declaration, as recorded at Geauga County Records, Volume 1080, Page 326 et seq., is as follows:

INSERT a new DECLARATION ARTICLE XVII(B), entitled "Enforcement Assessments." Said new addition, to be added on Pages 42-43 of the Declaration, as recorded at Geauga County Records, Volume 1080, Page 326 et seq., is as follows:

(B) 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 V(D), entitled "Lien of Association." Said new addition, to be added on Page 20 of the Declaration, as recorded at Geauga County Records, Volume 1080, Page 326 et seq., 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 XVI(B), entitled "Unit Owner's Right to Lease Unit." Said new addition, to be added on Page 41 of the Declaration, as recorded at Geauga County Records, Volume 1080, Page 326 et seq., is as follows:

In accordance with Ohio Revised Code Section 5311.19(B), the Association may initiate eviction proceedings, pursuant to Chapters 5321 and 1923 of the Revised Code, to evict a tenant. The action shall be brought by the Association, as the Unit Owner's Agent, in the name of the Unit Owner. In addition to any procedures required by Chapters 5321 and 1923 of the Revised Code, the Association shall give the Unit Owner at least ten days

written notice of the intended eviction action. The costs of any eviction action, including reasonable attorney's fees, shall be charged to the Unit Owner and shall be the subject of a special Assessment against the offending Unit and made a lien against that Unit.

(9) INSERT a new 2nd PARAGRAPH to the end of DECLARATION ARTICLE V(A), entitled "General." Said new addition, to be added on Page 19 of the Declaration, as recorded at Geauga County Records, Volume 1080, Page 326 et seq., 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.

(10) INSERT a new 2nd PARAGRAPH to the end of BYLAWS ARTICLE IV, SECTION 4, entitled "Special Services." Said new addition, to be added on Page 15 of the Bylaws, Exhibit "B" of the Declaration, as recorded at Geauga County Records, Volume 1080, Page 326 et seq., is as follows:

In accordance with Ohio Revised Code Section 5311.081(B)(15), the Board may impose reasonable charges to the Unit Owner for providing copies of the Declaration, Bylaws or amendments thereto as well as reasonable charges for the handling of re-financing and/or resale documentation, and/or statements of unpaid Assessments.

(11) INSERT a new DECLARATION ARTICLE VII(M) entitled "Owner/Resident Information." Said new addition, to be added on Page 29 of the Declaration, as recorded at Geauga County Records, Volume 1080, Page 326 et seq., is as follows:

(M) 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 7, entitled "Regular Meetings." Said new addition, to be added on Page 7 of the Bylaws, Exhibit "B" of the Declaration, as recorded at Geauga County Records, Volume 1080, Page 326 et seq., 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 SENTENCE to the end of BYLAWS ARTICLE V, SECTION 2, entitled "Preparation of Estimated Budget." Said new addition, to be added on Page 16 of the Bylaws, Exhibit "B" of the Declaration, as recorded at Geauga County Records, Volume 1080, Page 326 et seq., is as follows:

In accordance with Ohio Revised Code Section 5311.21, 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.

(14) INSERT a new PARAGRAPH (i) to BYLAWS ARTICLE II, SECTION 10, entitled "Powers and Duties." Said new addition to be added on Page 9 of the Bylaws, Exhibit "B" of the Declaration, as recorded at Geauga County Records, Volume 1080, Page 326 et seq., is as follows:

(i) 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:

- (i) 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;
- (ii) Grant leases, licenses, and concessions through or over the Common Elements;
- (iii) Invest excess funds in investments that meet standards for fiduciary investments under Ohio law.

(15) Any conflict between the above provisions and any other provisions of the Declaration and Bylaws shall be interpreted in favor of the above amendments. Upon the recording of these amendments, only Unit Owners of record at the time of such filing shall have standing to contest the validity of these amendments, whether on procedural, substantive or any other grounds, provided further that any such challenge shall be brought in the court of common pleas within one year of the recording of the amendments.

IN WITNESS WHEREOF, the said The Woodsedge Condominium Association, Inc. has caused the execution of this instrument this 1<sup>st</sup> day of February, 2007.

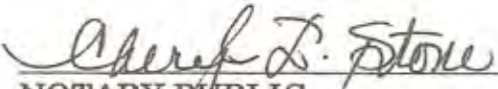
THE WOODSEGE CONDOMINIUM ASSOCIATION, INC.

By:   
JAMES BALAGUER, its President

STATE OF OHIO )  
                                  )    SS  
COUNTY OF GEAUGA )

BEFORE ME, a Notary Public, in and for said County, personally appeared the above named The Woodsedge Condominium Association, Inc., by James Balaguer, 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 CLEVELAND, Ohio, this 1<sup>st</sup> day of FEBRUARY, 2007.

  
NOTARY PUBLIC  
CHERYL D. STONE  
NOTARY PUBLIC, STATE OF OHIO  
11-25-11



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