

COPY

AMENDMENTS TO THE
DECLARATION OF CONDOMINIUM OWNERSHIP
FOR
BAYWOOD ESTATES CONDOMINIUMS

PLEASE CROSS MARGINAL REFERENCE WITH THE DECLARATION OF
CONDOMINIUM OWNERSHIP FOR BAYWOOD ESTATES CONDOMINIUMS
RECORDED AT VOLUME 84-4708, PAGE 30 ET SEQ. OF THE CUYAHOGA COUNTY
RECORDS.

Order: GK36975P4

Address: 3268 Richmond Road 3268

Order Date: 01-02-2019

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AMENDMENTS TO THE
DECLARATION OF CONDOMINIUM OWNERSHIP FOR
BAYWOOD ESTATES CONDOMINIUM

WHEREAS, the Declaration of Condominium Ownership for Baywood Estates Condominiums (the "Declaration") and the Bylaws of Baywood Estates Condominiums (the "Bylaws"), Exhibit "C" to the Declaration, were recorded at Cuyahoga County Records Volume 84-4709, Page 4 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 Baywood Estates Condominiums have in all respects been complied with.

NOW THEREFORE, the Declaration of Condominium Ownership for Baywood Estates Condominiums 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) DELETE DECLARATION ARTICLE IX, entitled "SERVICE OF PROCESS" in its entirety. Said deletion is to be made on Page 10 of the Declaration, as recorded at Cuyahoga County Records, Volume 84-4708, Page 30 et seq.

INSERT a new DECLARATION ARTICLE IX, entitled "SERVICE OF PROCESS." Said addition, to be made on Page 10 of the Declaration, as recorded at Cuyahoga County Records, Volume 84-4708, Page 30 et seq., is as follows:

ARTICLE IX
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.

(5) INSERT a new SECTION 18.3, entitled "Enforcement Assessments," to the end of DECLARATION ARTICLE XVIII. Said new addition, to be added on Page 24 of the Declaration, as recorded at Cuyahoga County Records, Volume 84-4708, Page 30 et seq., is as follows:

✓ 18.3 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.

(6) INSERT a new 2nd PARAGRAPH to the end of DECLARATION ARTICLE XII, SECTION 12.2. Said new addition, to be added on Page 13 of the Declaration, as recorded at Cuyahoga County Records, Volume 84-4708, Page 30 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.

(7) INSERT a new 2nd PARAGRAPH to the end of DECLARATION ARTICLE IV, SECTION 4.2(1). Said new addition, to be added on Page 7 of the Declaration, as recorded at Cuyahoga County Records, Volume 84-4708, Page 30 et seq., and is as follows:

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

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

(8) INSERT a new 2nd PARAGRAPH to the end of BYLAWS ARTICLE VII, SECTION 7.1, entitled "Obligation of Unit Owners." Said new addition, to be added on Page 16 of the Bylaws, Exhibit "C" of the Declaration, as recorded at Cuyahoga County Records, Volume 84-4708, Page 30 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.

(9) INSERT a new 2nd PARAGRAPH to the end of BYLAWS ARTICLE VII, SECTION 7.11, entitled "Remedies for Failure to Pay Assessments." Said new addition, to be added on Page 19 of the Bylaws, Exhibit "C" of the Declaration, as recorded at Cuyahoga County Records, Volume 84-4708, Page 30 et seq., is as follows:

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

(10) INSERT a new 2nd PARAGRAPH to the end of BYLAWS ARTICLE VII, SECTION 7.15, entitled "Special Services." Said new addition, to be added on Page 20 of the Bylaws, Exhibit "C" of the Declaration, as recorded at Cuyahoga County Records, Volume 84-4708, Page 30 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.

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(11) INSERT a new SECTION 4.2(p), entitled "Owner/Resident Information," to DECLARATION ARTICLE IV. Said new addition, to be added on Page 7 of the Declaration, as recorded at Cuyahoga County Records, Volume 84-4708, Page 30 et seq., is as follows:

✓ (p) 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 4th SENTENCE to the end of BYLAWS ARTICLE IV, SECTION 4.12, entitled "Regular Meetings." Said new addition, to be added on Page 11 of the Bylaws, Exhibit "C" of the Declaration, as recorded at Cuyahoga County Records, Volume 84-4708, Page 30 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 PARAGRAPH (h) to BYLAWS ARTICLE IV, SECTION 4.9, entitled "Other Duties," and INSERT new SUBPARAGRAPHS (1), (2), (3), (4), (5), (6), and (7), thereafter. Said new additions to be added on Page 10 of the Bylaws, Exhibit "C" of the Declaration, as recorded at Cuyahoga County Records, Volume 84-4708, Page 30 et seq., is as follows:

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

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

✓ (2) Commence, defend, intervene in, settle, or compromise any civil, criminal, or administrative action or proceeding that is in the

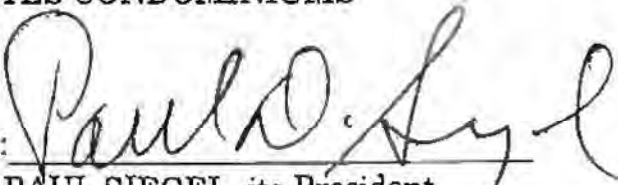
name of, or threatened against, the Association, the Board, or the Condominium Property, or that involves two or more Unit Owners and relates to matters affecting the Condominium Property;

- ✓ (3) Enter into contracts and incur liabilities relating to the operation of the Condominium Property;
- ✓ (4) Grant easements, leases, licenses, and concessions through or over the Common Elements;
- ✓ (5) Impose and collect fees or other charges for the use, rental, or operation of the Common Elements or for services provided to Unit Owners;
- ✓ (6) Purchase insurance and fidelity bonds the Board considers appropriate or necessary; and
- ✓ (7) Invest excess funds in investments that meet standards for fiduciary investments under Ohio law.

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

IN WITNESS WHEREOF, the said Baywood Estates Condominiums has caused the execution of this instrument this 28th day of April, 2005.

BAYWOOD ESTATES CONDOMINIUMS

By: 
PAUL SIEGEL, its President

STATE OF OHIO)
) SS
COUNTY OF CUYAHOGA)

BEFORE ME, a Notary Public, in and for said County, personally appeared the above named Baywood Estates Condominiums, by Paul Siegel, its President, who acknowledged that he 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 him personally and as such officer.

IN WITNESS WHEREOF, I have hereunto set my hand and official seal in Beachwood, Ohio, this 28th day of April, 2005.

Edward F. Donnelly
NOTARY PUBLIC
EDWARD F. DONNELLY
Notary Public for the State of Ohio
My Commission Expires Oct. 18, 2009

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

Order: GK36975P4
Address: 3268 Richmond Road 3268
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CUYAHOGA COUNTY RECORDER
PATRICK J. O'MALLEY - 6
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AMENDMENT TO THE
DECLARATION OF CONDOMINIUM OWNERSHIP
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AMENDMENT TO THE
DECLARATION OF CONDOMINIUM OWNERSHIP FOR
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WHEREAS, the Declaration of Condominium Ownership for Baywood Estates Condominiums (the "Declaration") and the Bylaws of Baywood Estates Condominium Association (the "Bylaws"), Exhibit "C" to the Declaration, were recorded at Cuyahoga County Records Volume 84-4708, Page 30 et seq., and

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

WHEREAS, Article XX, Section 20.2 of said Declaration authorizes amendments to the Declaration, and

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

WHEREAS, the Association has in its records the signed, written consents to the Amendment signed by Unit Owners representing 82.6% of the Association's voting power as of September 15, 2006, and

WHEREAS, the Association has in its records the power of attorney signed by Unit Owners representing 82.6% of the Association's voting power authorizing the Association's officers to execute the Amendment on their behalf, and

WHEREAS, attached hereto as Exhibit A is an Affidavit of the Association's President that copies of the Amendment will be mailed by certified mail or hand delivered or sent by telegram to all first mortgagees on the records of the Association once the Amendment is recorded with the Cuyahoga County Recorder's Office, and

WHEREAS, attached hereto as Exhibit B is a certification from the Association's Secretary as to the consenting mortgagees, on the records of the Association, to the Amendment, and

WHEREAS, the proceedings necessary to amend the Declaration as required by Chapter 5311 of the Ohio Revised Code and the Declaration of Condominium Ownership for Baywood Estates Condominiums have in all respects been complied with.

NOW THEREFORE, the Declaration of Condominium Ownership for Baywood Estates Condominiums is hereby amended by the following:

INSERT a new DECLARATION ARTICLE IV, SECTION 4.2(q). Said new addition, to be added on Page 7 of the Declaration, as recorded at Cuyahoga County Records, Volume 84-4708, Page 30 et seq., is as follows:

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

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

IN WITNESS WHEREOF, the said Baywood Estates Condominium Association has caused the execution of this instrument this 16th day of October, 2006.

BAYWOOD ESTATES CONDOMINIUM ASSOCIATION

By: 

WARREN GILL, its President

By: 

ALLAN MORRIS, its Secretary

Order: GK36975P4

Address: 3268 Richmond Road 3268

Order Date: 01-02-2019

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STATE OF OHIO)
)
COUNTY OF Cuyahoga) SS

BEFORE ME, a Notary Public, in and for said County, personally appeared the above named Baywood Estates Condominium Association, by its President and its Secretary, who acknowledged that they did sign the foregoing instrument, on Page 3 of 6, and that the same is the free act and deed of said corporation and the free act and deed of each of them personally and as such officers.

IN WITNESS WHEREOF, I have hereunto set my hand and official seal in Beachwood, Ohio, this 16th day of October, 2006.

Edward F. Dunsley
NOTARY PUBLIC
EDWARD F. DUNSLEY
Notary Public for the State of Ohio
My Commission Expires Oct. 13, 2010

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

Order: GK36975P4
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Page 4 of 6
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EXHIBIT A

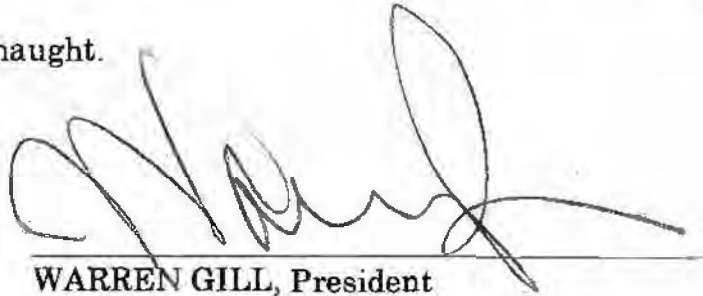
AFFIDAVIT

STATE OF OHIO)
)
COUNTY OF Cuyahoga)

SS

WARREN GILL, being first duly sworn, states as follows:


1. He is the duly elected and acting President of the Baywood Estates Condominium Association.
2. He caused copies of the Amendment to the Declaration of Condominium Ownership for Baywood Estates Condominiums to be mailed by certified mail or hand delivered or sent by telegram 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.
3. Further affiant sayeth naught.



WARREN GILL, President

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

IN TESTIMONY WHEREOF, I have hereunto set my hand and official seal in Beachwood, Ohio, this 16th day of October, 2006.



NOTARY PUBLIC
EDWARD F. DONNELLY
Notary Public for the State of Ohio
My Commission Expires Oct. 18, 2009

EXHIBIT B

CERTIFICATION OF SECRETARY

The undersigned, being the duly elected and qualified Secretary of the Baywood Estates Condominium Association, hereby certifies that there is on file in the Association's records, the names of the following mortgagees, if any, who have consented to the proposed Amendment to the Declaration of Condominium Ownership for Baywood Estates Condominiums.

NONE

Allan E. Morris
ALLAN MORRIS, Secretary

STATE OF OHIO

COUNTY OF Cuyahoga

)
)
)
SS

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

IN TESTIMONY WHEREOF, I have hereunto set my hand and official seal in Beachwood, Ohio, this 16th day of October, 2006.

Edward F. Donnelly
NOTARY PUBLIC

EDWARD F. DONNELLY
Notary Public for the State of Ohio
My Commission Expires 01-15-2009

Order: 3268
Address: 3268 Richmond Road 3268

Order Date: 01-02-2019

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AMENDMENT TO THE
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AMENDMENT TO THE
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BAYWOOD ESTATES CONDOMINIUMS

WHEREAS, the Declaration of Condominium Ownership for Baywood Estates Condominiums (the "Declaration") was recorded at Cuyahoga County Records Volume 84-4708, Page 30 et seq., and

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

WHEREAS, Declaration Article XX, Section 20.2 authorizes amendments to the Declaration, and

WHEREAS, Unit Owners representing at least 75% of the Association's current voting power 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 78.27% of the Association's voting power as of April 1, 2013, and

WHEREAS, the Association has in its records the power of attorney signed by Unit Owners representing 78.27% of the Association's voting power authorizing the Association's officers to execute the Amendment on their behalf, and

WHEREAS, attached hereto as Exhibit A is an Affidavit of the Association's President stating that copies of the Amendment will be mailed by certified mail or hand delivered or sent by telegram to all first mortgagees on the records of the Association once the Amendment is recorded with the Cuyahoga County Fiscal Office, and

WHEREAS, attached hereto as Exhibit B is a certification from the Association's Secretary as to the consenting mortgagees, on the records of the Association, to the 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 Baywood Estates Condominiums is hereby amended by the following:

DELETE DECLARATION ARTICLE IV, SECTION 4.2(l) in its entirety. Said deletion to be taken from Pages 6-7 of the Declaration, as recorded at Cuyahoga County Records, Volume 84-4708, Page 30 et seq., and as amended at Instrument No. 200505030004.

INSERT a new DECLARATION ARTICLE IV, SECTION 4.2(l). Said new addition, to be added on Page 6 of the Declaration, as recorded at Cuyahoga County Records, Volume 84-4708, Page 30 et seq., is as follows:

- (l) No Unit can be leased, let, or rented, whether for monetary compensation or not, by a Unit Owner to others for business, speculative, investment, or any other purpose. The intent of this restriction is to create and maintain a community of resident Unit Owners, subject to the following:
 - (i) This restriction does not apply to:
 - (a) Units that are occupied by the parent(s) or child(ren) of the Unit Owner(s); or,
 - (b) any Unit Owner(s) leasing or renting his/her Unit at the time of recording of this amendment with the Cuyahoga County Fiscal Office, and who has registered his/her Unit as being leased with the Association within 90 days of the recording of this amendment ("Grandfathered Unit"), said Unit Owner(s) can continue to enjoy the privilege of leasing that Unit until the title to said Grandfathered Unit is transferred to a subsequent Unit Owner(s), at which time the Unit

will no longer be classified as a Grandfathered Unit.

- (ii) To meet a special situation and to avoid a practical difficulty or other undue hardship, each Unit Owner(s) has the right to lease his/her Unit to a specified lessee for a one-time period of no more than 24 consecutive months. To exercise this right, the Unit Owner cannot be more than 30 days delinquent in any assessment or other payment due to the Association and the Unit Owner must provide the Board with prior, written notice at least 10 business days prior to the commencement of the lease. If the Unit Owner is more than 30 days delinquent, the Unit Owner may request and receive a one-time hardship exception only with the Board's prior written consent.
- (iii) In no event can a Unit be rented or leased by the Unit Owner(s) for transient purposes, which is defined to mean a rental for any period less than six full, consecutive calendar months, nor rented or leased to any business or corporate entity for the purpose of corporate housing or similar type usage. Sub-leasing of any Unit, in whole or in part, is also prohibited.
- (iv) In addition, the Association has at all times a limited power-of-attorney from and on behalf of any Unit 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 Unit Owner's tenant/renter until such delinquency is paid in full.
- (v) Any land contract for the sale of a Unit must be recorded with the Cuyahoga 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.

- (vi) All leases must be in writing. The lessee must abide by the terms of the Declaration, Bylaws, and Rules and regulations. When a Unit Owner leases his/her Unit, the Unit Owner(s) relinquish all amenity privileges, but continue(s) to be responsible for all obligations of ownership of his/her Unit and is/are jointly and severally liable with the lessee to the Association for the conduct of the lessee and/or any damage to property. The Unit Owner(s) must deliver a copy of any lease to the Board prior to the beginning of the lease term.

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

Any conflict between this provision and any other provisions of the Declaration and Bylaws shall be interpreted in favor of this restriction on the leasing of Units. 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 Unit Owners of record at the time of such filing have standing to contest the validity of the amendment, whether on procedural, substantive or any other grounds, provided further that any such challenge must be brought in the court of common pleas within one year of the recording of the amendment.

EXHIBIT A

AFFIDAVIT

STATE OF OHIO)
)
COUNTY OF Cuyahoga) SS

GENE ZUCKERMAN, being first duly sworn, states as follows:

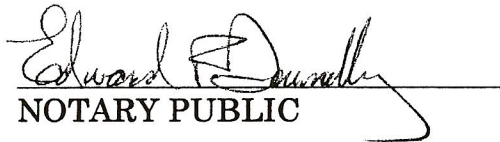
1. He is the duly elected and acting President of the Baywood Estates Condominium Association.
2. He caused copies of the Amendment to the Declaration to be mailed by certified mail or hand delivered or sent by telegram to all first mortgagees having bona fide liens of record against any Unit Ownerships of whose mortgage interests notice had been given to the Association.
3. Further affiant sayeth naught.



 GENE ZUCKERMAN, President

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

IN TESTIMONY WHEREOF, I have hereunto set my hand and official seal in Cleveland, Ohio, this 17th day of April, 2013.



 NOTARY PUBLIC

Place notary stamp/seal here:

EDWARD F. CONNELLY
 NOTARY PUBLIC - STATE OF OHIO
 RECORDED IN L. S. COUNTY
 MY COMMISSION EXPIRES OCTOBER 18, 2014

CUYAHOGA COUNTY
OFFICE OF FISCAL OFFICER - 8
DECL 4/24/2013 12:55:39 PM
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WHEREAS, the Declaration of Condominium Ownership for Baywood Estates Condominiums (the "Declaration") was recorded at Cuyahoga County Records Volume 84-4708, Page 30 et seq., and

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

WHEREAS, Declaration Article XX, Section 20.2 authorizes amendments to the Declaration, and

WHEREAS, Unit Owners representing at least 75% of the Association's current voting power 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 78.27% of the Association's voting power as of April 1, 2013, and

WHEREAS, the Association has in its records the power of attorney signed by Unit Owners representing 78.27% of the Association's voting power authorizing the Association's officers to execute the Amendment on their behalf, and

WHEREAS, attached hereto as Exhibit A is an Affidavit of the Association's President stating that copies of the Amendment will be mailed by certified mail or hand delivered or sent by telegram to all first mortgagees on the records of the Association once the Amendment is recorded with the Cuyahoga County Fiscal Office, and

WHEREAS, attached hereto as Exhibit B is a certification from the Association's Secretary as to the consenting mortgagees, on the records of the Association, to the 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 Baywood Estates Condominiums is hereby amended by the following:

DELETE DECLARATION ARTICLE IV, SECTION 4.2(l) in its entirety. Said deletion to be taken from Pages 6-7 of the Declaration, as recorded at Cuyahoga County Records, Volume 84-4708, Page 30 et seq., and as amended at Instrument No. 200505030004.

INSERT a new DECLARATION ARTICLE IV, SECTION 4.2(l). Said new addition, to be added on Page 6 of the Declaration, as recorded at Cuyahoga County Records, Volume 84-4708, Page 30 et seq., is as follows:

- (l) No Unit can be leased, let, or rented, whether for monetary compensation or not, by a Unit Owner to others for business, speculative, investment, or any other purpose. The intent of this restriction is to create and maintain a community of resident Unit Owners, subject to the following:
 - (i) This restriction does not apply to:
 - (a) Units that are occupied by the parent(s) or child(ren) of the Unit Owner(s); or,
 - (b) any Unit Owner(s) leasing or renting his/her Unit at the time of recording of this amendment with the Cuyahoga County Fiscal Office, and who has registered his/her Unit as being leased with the Association within 90 days of the recording of this amendment ("Grandfathered Unit"), said Unit Owner(s) can continue to enjoy the privilege of leasing that Unit until the title to said Grandfathered Unit is transferred to a subsequent Unit Owner(s), at which time the Unit

will no longer be classified as a Grandfathered Unit.

- (ii) To meet a special situation and to avoid a practical difficulty or other undue hardship, each Unit Owner(s) has the right to lease his/her Unit to a specified lessee for a one-time period of no more than 24 consecutive months. To exercise this right, the Unit Owner cannot be more than 30 days delinquent in any assessment or other payment due to the Association and the Unit Owner must provide the Board with prior, written notice at least 10 business days prior to the commencement of the lease. If the Unit Owner is more than 30 days delinquent, the Unit Owner may request and receive a one-time hardship exception only with the Board's prior written consent.
- (iii) In no event can a Unit be rented or leased by the Unit Owner(s) for transient purposes, which is defined to mean a rental for any period less than six full, consecutive calendar months, nor rented or leased to any business or corporate entity for the purpose of corporate housing or similar type usage. Sub-leasing of any Unit, in whole or in part, is also prohibited.
- (iv) In addition, the Association has at all times a limited power-of-attorney from and on behalf of any Unit 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 Unit Owner's tenant/renter until such delinquency is paid in full.
- (v) Any land contract for the sale of a Unit must be recorded with the Cuyahoga 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.

- (vi) All leases must be in writing. The lessee must abide by the terms of the Declaration, Bylaws, and Rules and regulations. When a Unit Owner leases his/her Unit, the Unit Owner(s) relinquish all amenity privileges, but continue(s) to be responsible for all obligations of ownership of his/her Unit and is/are jointly and severally liable with the lessee to the Association for the conduct of the lessee and/or any damage to property. The Unit Owner(s) must deliver a copy of any lease to the Board prior to the beginning of the lease term.
- (vii) In accordance with Ohio law, the Association may initiate eviction proceedings to evict any tenant, for any violation of the Declaration, Bylaws, Rules and regulations, or applicable laws, by the tenant, any Occupant of the Unit, or the Unit Owner of the Unit. The action will be brought by the Association, as the Unit Owner(s)'s agent, in the name of the Unit Owner(s). In addition to any procedures required by State law, the Association will give the Unit Owner(s) at least 10 days written notice of the intended eviction action. The costs of any eviction action, including reasonable attorneys' fees, be charged to the Unit Owner(s) and the subject of a special Assessment against the offending Unit Owner and made a lien against that Unit.

Any conflict between this provision and any other provisions of the Declaration and Bylaws shall be interpreted in favor of this restriction on the leasing of Units. 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 Unit Owners of record at the time of such filing have standing to contest the validity of the amendment, whether on procedural, substantive or any other grounds, provided further that any such challenge must be brought in the court of common pleas within one year of the recording of the amendment.

EXHIBIT A

AFFIDAVIT

STATE OF OHIO)

COUNTY OF Cuyahoga)

SS

GENE ZUCKERMAN, being first duly sworn, states as follows:

1. He is the duly elected and acting President of the Baywood Estates Condominium Association.
2. He caused copies of the Amendment to the Declaration to be mailed by certified mail or hand delivered or sent by telegram to all first mortgagees having bona fide liens of record against any Unit Ownerships of whose mortgage interests notice had been given to the Association.
3. Further affiant sayeth naught.


GENE ZUCKERMAN, President

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

IN TESTIMONY WHEREOF, I have hereunto set my hand and official seal in Chesterland, Ohio, this 17th day of April, 2013.


NOTARY PUBLIC

Place notary stamp/seal here:

EDWARD F. DONNELLY
NOTARY PUBLIC STATE OF OHIO
RECORDED IN L. S. COUNTY
MY COMMISSION EXPIRES OCTOBER 18, 2014

PPN: DECL - 202406170107 PGS: 9
6/17/2024 9:53:00 AM
AMT: \$0.00 RCPT#: 20240617000095
CONV: \$0.00 PAID BY: KAMAN \$ CUSMANO,LLC

Patricia Chambers
CUYAHOGA COUNTY FISCAL OFFICE

AMENDMENTS TO THE
DECLARATION OF CONDOMINIUM OWNERSHIP
FOR
BAYWOOD ESTATES CONDOMINIUMS

PLEASE CROSS MARGINAL REFERENCE WITH THE DECLARATION OF
CONDOMINIUM OWNERSHIP FOR BAYWOOD ESTATES CONDOMINIUMS
RECORDED AT VOLUME 84-4708, PAGE 30 ET SEQ. OF THE CUYAHOGA COUNTY
RECORDS.

**AMENDMENTS TO THE
DECLARATION OF CONDOMINIUM OWNERSHIP FOR
BAYWOOD ESTATES CONDOMINIUMS**

RECITALS

- A.** The Declaration of Condominium Ownership for Baywood Estates Condominiums (the "Declaration") and the Bylaws of Baywood Estates Condominium Association, Exhibit C of the Declaration (the "Bylaws"), were recorded at Cuyahoga County Records Volume 84-4708, Page 30 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 Baywood Estates Condominiums is amended by the Board of Directors as follows:

- (1) INSERT a NEW PARAGRAPH to the end of DECLARATION ARTICLE XVIII, SECTION 18.3.** Said new addition to the Declaration, as amended at Instrument No. 200505030004, is:

The Board will impose the following enforcement procedure for levying enforcement Assessments:

- (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 Unit Owner in writing, that includes:**
- (1) A description of the property damage or violation;**

- (2) The amount of the proposed charge or Assessment;
 - (3) A statement that the Unit Owner has a right to a hearing before the Board to contest the proposed charge or Assessment;
 - (4) A statement setting forth the procedures to request a hearing;
 - (5) A reasonable date by which the Unit Owner must cure the violation to avoid the proposed charge or Assessment.
- (b) **Hearing Requirements:**
- (1) To request a hearing, the Unit Owner must deliver a written notice to the Board not later than the tenth day after receiving the notice required above. If the Unit Owner fails to make a timely request for a hearing, the right to that hearing is waived, and the Board may immediately impose a charge for damages or an enforcement Assessment.
 - (2) If a Unit Owner timely requests a hearing, at least seven days prior to the hearing the Board will provide the Unit Owner with a written notice that includes the date, time, and location of the hearing.
 - (3) The Board will not levy a charge or Assessment before holding a properly requested hearing.
- (c) The Board may allow a reasonable time to cure a violation described above before imposing a charge or Assessment.
- (d) Within 30 days following a hearing at which the Board imposes a charge or Assessment, the Association will deliver a written notice of the charge or Assessment to the Unit Owner.
- (e) The Association will deliver any written notice required above to the Unit Owner or any occupant of the Unit by personal delivery, by electronic mail, by certified mail, return receipt requested, or by regular mail.

(2) MODIFY the 2nd SENTENCE of the 1st PARAGRAPH of DECLARATION ARTICLE XII, SECTION 12.2. Said modification to the Declaration, as amended at Instrument No. 200505030004, is: (new language is underlined)

The Association shall have a continuing lien upon each Condominium Ownership Interest in respect of which any Assessments or Special Charges shall remain unpaid for ten (10) days after the same have become due and payable, in like manner and with the same effect as the lien of the Association for Common Expenses accorded by Section 5311.18 of the Act.

(3) INSERT a NEW PARAGRAPH to the end of BYLAWS ARTICLE VII, SECTION 7.12. Said new addition to the Bylaws 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 BYLAWS ARTICLE IV, SECTION 4.1(c). Said modification to the Bylaws, as amended at Instrument No. 201810120389, is: (deleted language is crossed out; new language is underlined)

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

(5) **INSERT a NEW SENTENCE** to the end of **BYLAWS ARTICLE IV, SECTION 4.17.** Said new addition to the Bylaws is:

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

(6) **INSERT a NEW DECLARATION ARTICLE XX, SECTION 20.5.** Said new addition to the Declaration is:

20.5 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.

(7) **MODIFY BYLAWS ARTICLE IV, SECTION 4.9(h)(2).** Said modification to the Bylaws, as amended at Instrument No. 200505030004, is: (deleted language is crossed out; new language is underlined)

- (2) 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) **MODIFY the 1st SENTENCE of BYLAWS ARTICLE VII, SECTION 7.6.** Said modification to the Bylaws is: (new language is underlined)

The Board shall establish and maintain for the Association a reasonable reserve fund for contingencies and replacements in such amount as the Board may deem necessary 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.

(9) **DELETE BYLAWS ARTICLE IV, SECTION 4.19** entitled "Fidelity Bonds" in its entirety.

INSERT A NEW BYLAWS ARTICLE IV, SECTION 4.19 entitled "Fidelity Coverage." Said new addition to the Bylaws is:

4.19 Fidelity Coverage

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 Association.

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

- (1) Coverage shall be for the maximum amount of funds that will be in the custody of the Association or its designated agent at any one time plus three months of operating expenses.
- (2) The insurance shall be the property of and for the sole benefit of the Association and shall protect against theft, embezzlement, misappropriation, or any other unauthorized taking or loss of Association funds.
- (3) The policy shall include in its definition of "employee" the manager and the managing agent of the Association's funds or provide for this inclusion by an endorsement to the policy.
- (4) The policy shall name the Association as the insured party and shall include a provision requiring the issuer of the policy to provide a ten-day written notice to the Association's president or manager in the event of cancellation or substantial modification of the policy. The manager or managing agent, if any, of the Association shall be the designated agent on the policy.

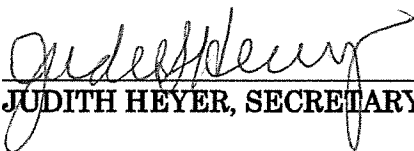
- (5) If there is a change in the manager or the managing agent of the Association, then within ten days of the effective start date, the new manager or managing agent shall notify the insurer of such change.

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

The Baywood Estates Condominium Association has caused the execution of this instrument this 29 day of May, 2024.

BAYWOOD ESTATES CONDOMINIUM ASSOCIATION

By: 
NANCY A. NEVILLE, President

By: 
JUDITH HEYER, SECRETARY

STATE OF OHIO)
COUNTY OF Cuyahoga) SS

BEFORE ME, a Notary Public, in and for the County, personally appeared the above-named Baywood Estates Condominium Association, 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 the corporation and the free act and deed of them personally and as such officers.

I have set my hand and official seal this 29 day of May, 2024.

Rebecca A. Marcennelli
NOTARY PUBLIC

Place notary stamp/seal here:



Rebecca A Marcennelli
Notary Public
State of Ohio
Recorded in Portage County
My Commission Expires
June 24, 2024

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