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Rick Campbell 2:33PM COND  
Stark County Recorder T20070015660

AMENDMENTS TO THE  
DECLARATION OF CONDOMINIUM OWNERSHIP  
OF  
UNIVERSITY COMMONS CONDOMINIUM  
UNDER CHAPTER 5311 OF THE OHIO REVISED CODE

PLEASE CROSS MARGINAL REFERENCE WITH THE DECLARATION OF  
CONDOMINIUM OWNERSHIP OF UNIVERSITY COMMONS CONDOMINIUM  
UNDER CHAPTER 5311 OF THE OHIO REVISED CODE RECORDED AT  
INSTRUMENT NO. 2001071085, OF THE STARK COUNTY RECORDS.

**AMENDMENTS TO THE  
DECLARATION OF CONDOMINIUM OWNERSHIP OF  
UNIVERSITY COMMONS CONDOMINIUM  
UNDER CHAPTER 5311 OF THE OHIO REVISED CODE**

WHEREAS, the Declaration of Condominium Ownership of University Commons Condominium Under Chapter 5311 of the Ohio Revised Code (the "Declaration") and the Bylaws of University Commons Condominium (the "Bylaws"), Exhibit 5 to the Declaration, were recorded at Stark County Records Instrument No. 2001071085, and

WHEREAS, the University Commons Condominium Association (the "Association") is a corporation consisting of all unit owners in University Commons and as such is the representative of all unit owners, and

WHEREAS, Section 24 of said Declaration authorizes amendments to the Declaration and Bylaws Article Eleven authorizes amendments to the Bylaws, 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 modified (the "Amendments"), and

WHEREAS, the Association has in its records the signed, written consents to Amendments A and D signed by unit owners representing 96% of the Association's voting power as of January 7, 2007, and

WHEREAS, the Association has in its records the power of attorney signed by unit owners representing 96% of the Association's voting power authorizing the Association's officers to execute Amendments A and D on their behalf, and

WHEREAS, the Association has in its records the signed, written consents to Amendment B signed by unit owners representing 83% of the Association's voting power as of January 7, 2007, and

WHEREAS, the Association has in its records the power of attorney signed by unit owners representing 83% of the Association's voting power authorizing the Association's officers to execute Amendment B on their behalf, and

WHEREAS, the Association has in its records the signed, written consents to Amendment C signed by unit owners representing 98% of the Association's voting power as of January 7, 2007, and

WHEREAS, the Association has in its records the power of attorney signed by unit owners representing 98% of the Association's voting power authorizing the Association's officers to execute Amendment C on their behalf, and

WHEREAS, copies of the Amendments were mailed to all first mortgagees having bona fide liens of record against any Unit Ownerships as reported by the unit owners; and

WHEREAS, there is on file in the Association's records the express or implied consent from at least twelve (12) of said first mortgagees to the Amendments; 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 of University Commons Condominium is hereby amended by the following:

**AMENDMENT A**

INSERT a new DECLARATION Section 13-1, entitled "Cost of Collection." Said new addition, to be added on Page 13 of the Declaration as recorded in the Stark County Records, Instrument No. 2001071085, as follows:

**Section 13-1**

**Cost of Collection**

An unit owner, who fails to pay any assessments within ten (10) days after same have become due and payable, shall be liable for any late charges as established by the Board and any and all costs incurred by the Association in connection with the collection of said unit owner's account, including reasonable attorney fees, recording costs, title reports, and/or court costs. The Board shall have the authority to impose interest and administrative late fees for the late payment of Assessments and impose returned check charges.

INSERT a new DECLARATION Section 13-2 entitled, "Cost of Enforcement." Said new addition, to be added on Page 32 of the Declaration as recorded in the Stark County Records, Instrument No. 2001071085, as follows:

**Section 13-2**

**Cost of Enforcement**

If any unit owner (either by his or her conduct or by the conduct of any occupant or guest of his or her unit) shall violate any provision of the Declaration, Bylaws or rules and regulations adopted by the Board, said unit owner shall pay to the Association, in addition to any other sums due, any

enforcement assessments for violation of said provision or rule levied by the Board, all costs and expenses incurred by the Association in connection with the enforcement of said provision or rule, including reasonable attorney fees and/or court costs. Said enforcement assessments, costs, and expenses shall be charged as a special assessment against said unit owner. The Association, in addition to all other remedies available, shall have the right to place a lien upon the estate or interest of said unit owner as further explained and set forth in Declaration Section 13, as amended at Instrument No. 200609280059764.

Any conflict between these provisions and any other provisions of the Declaration and/or Bylaws shall be interpreted in favor of this amendment regarding the cost of collection and cost of enforcement. Upon the recording of this amendment, only unit owners of record at the time of such filing shall have standing to contest the validity of the amendment, whether on procedural, substantive or any other grounds, provided further that any such challenge shall be brought within one year of the recording of the amendment.

### AMENDMENT B

**DELETE DECLARATION Section 25-8, entitled "Right to Lease," in its entirety.** Said deletion, to be taken from Page 21 of the Declaration as recorded in the Stark County Records, Instrument No. 2001071085, and as amended at Instrument No. 200609280059764.

**INSERT a new DECLARATION Section 25-8, entitled "Right to Lease."** Said new addition, to be added on Page 21 of the Declaration as recorded in the Stark County Records, Instrument No. 2001071085, and as amended at Instrument No. 200609280059764 as follows:

#### Section 25-8

#### Right to Lease

No unit shall be leased, let or rented, whether for monetary compensation or not, by a unit owner to others for business, speculative, investment, or any other purpose. The purpose of this restriction is to create a community of resident unit owners, subject to the following:

(a) This restriction does not apply to: (1) units that are occupied by the parent(s) or child(ren) of the unit owner; or, (2) any unit owner leasing or renting his/her unit at the time of recording of this amendment with the

County Recorder's Office, and who has registered his/her unit as being leased with the Association within ninety (90) days of the recording of this amendment, said unit owner shall continue to enjoy the privilege of leasing that unit until the title to said unit is transferred to a subsequent unit owner.

(b) To meet a special situation and to avoid an undue hardship or practical difficulty, each unit owner has the right to lease his/her unit, provided the unit owner gives prior written notice to the Board, to a specified lessee for a one-time period not less than six (6) consecutive months nor more than twenty-four (24) consecutive months. The one-time hardship exception of up to twenty-four (24) months may in no event be extended beyond the one twenty-four (24) month period.

(c) In no event shall a unit be rented or leased by the unit owner thereof for transient purposes, which is defined to mean a rental for any period less than six (6) full, consecutive calendar months, nor rented or leased to any business or corporate entity for the purpose of corporate housing or similar type usage. Sub-leasing of any unit, in whole or in part, is also prohibited.

(d) Any land contract for the sale of a unit must be recorded and a recorded copy of the same shall be delivered to the Board. Any land contract not recorded shall be considered an impermissible lease.

(e) All exempted leases must be in writing. The lessee must abide by the terms of the Declaration, Bylaws, and rules and regulations. The unit owner shall relinquish all amenity privileges, but continue to be responsible for all obligations of ownership of his/her unit and shall be jointly and severally liable with the lessee to the Association for the conduct of the lessee and/or any damage to property. Copies of all exempted leases shall be delivered to the Board prior to the beginning of the lease term.

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

  
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AMENDMENT C

INSERT a new DECLARATION Section 25-19, entitled "Occupancy Restriction." Said new addition, to be added on Page 25 of the Declaration as recorded in the Stark County Records, Instrument No. 2001071085, as follows:

Section 25-19

Occupancy Restriction


No person who is adjudicated to be a sexual predator or a habitual sex offender and required to register with a designated registering agency, thereby requiring notice to be given pursuant to the Ohio Sex Offenders Act or similar statute from another jurisdiction, as the same may from time to time be amended, may reside in or occupy a unit and/or enter onto or remain in or on the property 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/or Bylaws shall be interpreted in favor of this restriction on the occupancy of units. Upon the recording of this amendment, only unit owners of record at the time of such filing shall have standing to contest the validity of the amendment, whether on procedural, substantive or any other grounds, provided further that any such challenge shall be brought in the court of common pleas within one year of the recording of the amendment.

AMENDMENT D

DELETE BYLAWS Article Ten, Section One, entitled, "*Notices*," in its entirety. Said deletion, is to be taken from Page 28 of the Bylaws, Exhibit 5 of the Declaration, as recorded in the Stark County Records, Instrument No. 2001071085.

INSERT a new BYLAWS Article Ten, Section One, entitled, "*Notices*," in its entirety. Said addition, to be added on Page 28 of the Bylaws, Exhibit 5 of the Declaration, as recorded in the Stark County Records, Instrument No. 2001071085, as follows:

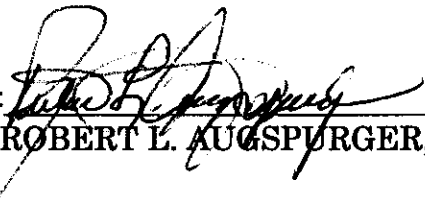
  
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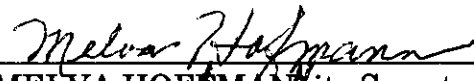
Section One. *Notices.* All notices required or permitted hereunder, and under the Bylaws, to the Association or the Board of Directors, shall be in writing and shall be sent by regular U.S. mail, first-class postage prepaid, to the Board of Directors or the Association at the address of the property or to such other address as the Board of Directors may designate from time to time by notice in writing to all unit owners. All notices to any unit owner shall be hand-delivered or sent by regular U.S. mail, first-class postage prepaid, to such unit owner's unit address or to such other address as may be designated by him/her from time to time, in writing, to the Board of Directors. Any notice required or permitted to be given to any occupant of a unit other than a unit owner shall effectively be given if hand-delivered or sent by regular U.S. mail, first-class postage prepaid, to the unit address.

Any conflict between this provision and any other provision of the Declaration and/or Bylaws shall be interpreted in favor of this amendment permitting notices by regular U.S. mail. 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 University Commons Condominium Association has caused the execution of this instrument this 2 day of APRIL, 2007.

UNIVERSITY COMMONS CONDOMINIUM ASSOCIATION

By:   
ROBERT L. AUGSPURGER, its President

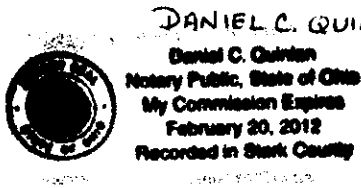
By:   
MELVA HOFFMAN, its Secretary  
*MH* *DH*

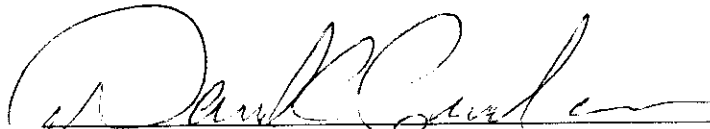
  
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STATE OF OHIO )  
 )  
COUNTY OF STARK ) SS

BEFORE ME, a Notary Public, in and for said County, personally appeared the above named University Commons Condominium Association, by its President and its Secretary, who acknowledged that they did sign the foregoing instrument, on Page 7 of 8, and that the same is the free act and deed of said corporation and the free act and deed of each of them personally and as such officers.

IN WITNESS WHEREOF, I have hereunto set my hand and official seal in CANTON, Ohio, this 2 day of APRIL, 2007.



  
NOTARY PUBLIC

  
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This instrument prepared by:  
KAMAN & CUSIMANO, Attorneys at Law  
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