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Portage County Ohio
Lori Calcei County Recorder

File **202112608**

AMENDMENTS TO THE
DECLARATION OF CONDOMINIUM OWNERSHIP
FOR
THE LANDINGS OF WALDEN CONDOMINIUM

PLEASE CROSS MARGINAL REFERENCE WITH THE DECLARATION OF
CONDOMINIUM OWNERSHIP FOR THE LANDINGS OF WALDEN
CONDOMINIUM RECORDED AT VOLUME 953, PAGE 154 ET SEQ. OF THE
PORTAGE COUNTY RECORDS.

**AMENDMENTS TO THE
DECLARATION OF CONDOMINIUM OWNERSHIP FOR
THE LANDINGS OF WALDEN CONDOMINIUM**

RECITALS

A. The Declaration of Condominium Ownership for The Landings of Walden Condominium (the "Declaration") was recorded at Portage County Records, Volume 953, Page 154 et seq. and the Bylaws of The Landings of Walden Condominium Association (the "Bylaws"), were recorded at Portage County Records, Instrument No. 200129969.

B. The Landings of Walden Condominium Association (the "Association") is a corporation consisting of all Unit Owners in Landings of Walden Condominium and as such is the representative of all Unit Owners.

C. Declaration Article XIII authorizes amendments to the Declaration and Bylaws Article XI authorizes amendments to the Bylaws.

D. Unit Owners representing at least 75 percent 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").

E. As of May 14, 2021, Unit Owners representing 80.58 percent of the Association's voting power have signed and delivered to the Association written consents, along with powers of attorney, in favor of Amendment A and authorizing the Association's officers to execute Amendment A on their behalf.

F. As of May 14, 2021, Unit Owners representing 78.95 percent of the Association's voting power have signed and delivered to the Association written consents, along with powers of attorney, in favor of Amendment B and authorizing the Association's officers to execute Amendment B on their behalf.

G. As of May 14, 2021, Unit Owners representing 75.98 percent of the Association's voting power have signed and delivered to the Association written consents, along with powers of attorney, in favor of Amendment C and authorizing the Association's officers to execute Amendment C on their behalf.

H. Attached as Exhibit A is an Affidavit of the Association's President stating that copies of the Amendments will be mailed by certified mail to all mortgagees on the records of the Association.

I. Attached as Exhibit B is a certification of the Association's Secretary as to the consenting mortgagees, on the records of the Association, to the Amendments.

J. The Association has complied with the proceedings necessary to amend the Declaration and Bylaws, as required by Chapter 5311 of the Ohio Revised Code and the Declaration and Bylaws, in all material respects.

AMENDMENTS

The Declaration of Condominium Ownership for The Landings of Walden Condominium is amended by the following:

AMENDMENT A

MODIFY the THIRD SENTENCE in DECLARATION ARTICLE III, SECTION A. Said modification, to be made on Page 3 of the Declaration, as recorded at Portage County Records, Volume 953, Page 154 et seq., is as follows (deleted language is crossed-out; new language is underlined):

An Unit Owner or occupant may use a portion or portions of his-~~their~~ Unit for his ~~their~~ office or studio pursuant to Declaration Article III, Section B(13), as amended provided that the activities therein shall not interfere with the quiet enjoyment or comfort of any other owner or occupant; and providing further that it does not involve the personal services of any unit owner.

INSERT a new DECLARATION ARTICLE III, SECTION B(13) entitled, "Unit Use." Said new addition, to be added to Page 5 of the Declaration, as recorded at Portage County Records, Volume 953, Page 154 et seq., is as follows:

13) Unit Use. Unit Owners or occupants may use a portion of their Unit for their home office provided the activity or use:

- a) does not interfere with the quiet enjoyment or comfort of any other Unit Owner or occupant;

- b) does not involve the regular or full-time personal services of any employee in the Unit (with the exception of maintenance, repair, or improvements made to the Unit or Condominium Property itself);
- c) does not result in any part of the Unit to be used as a school, music studio, or day care facility for persons outside of the Condominium Property;
- d) does not result in walk-in traffic to the Unit from the general public or from regular or repeated invitees to or from the Unit nor result in any door-to-door solicitation of other Unit Owners or occupants;
- e) does not result in the Unit becoming principally an office as distinct from a residence or in the Unit developing a reputation as an office or commercial location;
- f) is not apparent or detectable by sight, sound, or smell from outside the Unit;
- g) does not result in or involve regular or unreasonably large volume of business-related deliveries to or from the Unit, as determined by the Board;
- h) does not violate any local or state zoning ordinances;
or
- i) does not constitute a hazardous or offensive use or threaten the security or safety of other Unit Owners or occupants, as determined by the Board.

Any conflict between the above provisions and any other provisions of the Declaration and Bylaws will be interpreted in favor of this amendment addressing the permissible office uses for a Unit and the restrictions on those uses. 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 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 within one year of the recording of this amendment.

AMENDMENT B

MODIFY DECLARATION ARTICLE III, SECTION B(4). Said modification, to be made on Page 4 of the Declaration, as recorded at Portage County Records, Volume 953, Page 154 et seq., is as follows (deleted language is crossed out; new language is underlined);

4) Animals and Pets – No animals, rabbits, livestock, fowl, reptile or poultry of any kind ~~shall~~ may be raised, bred, or kept, or maintained in any Unit or in the Common Elements, except that ~~one~~ up to two household pets (dogs, or cats), or other common and accepted household pet may be kept in any one Unit, subject to the rules and regulations adopted by the Board of Directors of the Landings of Walden Association, provided ~~that~~ they are not kept, bred, or maintained for any commercial purposes; and provided further ~~that~~ when such the pets ~~are~~ shall be outside the Unit on Common Elements, the Unit Owner or occupant ~~shall~~ at all times must have ~~said~~ the pets under its control and discipline. Further, such any pets causing or creating a nuisance or unreasonable disturbance ~~shall~~ will be permanently removed from the Condominium Property subject to these restrictions upon five (5) days written notice from the Board of Directors of the Landings of Walden Association.

Any animal that is kept or maintained in a Unit in accordance with this Declaration Article III, Section (B)(4) must be kept in a Unit and only those portions of the Condominium Property as the Board designates, unless the animal is on a hand-held leash, is being carried, or is otherwise transported across, to, or from the Condominium Property. Further, any Unit Owner or occupant that keeps or maintains an animal in a Unit must comply with the restrictions contained in this Declaration Article III, Section B(4) and with Association rules, including rules requiring clean up and disposal of animal waste.

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

AMENDMENT C

INSERT a new DECLARATION ARTICLE III, SECTION B(14) entitled, "Vehicles." Said new addition, to be added to Page 5 of the Declaration, as recorded at Portage County Records, Volume 953, Page 154 et seq., is as follows:

14) Vehicles - Motor vehicle parking and storage within the Condominium Property is subject to the following:

- a) All residents must use their garage as their primary parking space. The use of the garage for storage of anything which interferes with the storage of vehicles is prohibited. Only when the number of licensed drivers in the Unit exceeds the number of garage parking spaces, then the Unit Owner must seek permission from the Board to park one vehicle, not a truck, in the driveway.
- b) No truck, junk vehicle, inoperable vehicle, commercial vehicle, van, or trailer, may be parked, stored, or kept on any driveway or driveway apron unless parked or stored inside the garage with the door(s) fully closed so that the vehicle is not visible from the street.
- c) The restrictions contained in subsections (a) and (b) above do not apply to the Association in performance of or in conjunction with maintenance, repair, replacement, or operation of the

Condominium Property, to any service and delivery vehicles parked in the driveway for a period of time as is reasonable to provide service or to make a delivery to the Unit or the Common Elements, or to the guests of any Unit Owner, occupant, or resident of the Unit.

- d) Parking in the Common Elements is subject to Board promulgated rules.
- e) The Board may adopt and enforce rules in furtherance, but not in contradiction, of the above provisions, including, requiring all Unit Owners, occupants, and residents to notify the Association of the number of licensed drivers residing in the Unit.

Any conflict between these provisions and any other provisions of the Declaration and Bylaws will be interpreted in favor of these clarifications on the restrictions on vehicles. 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 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 Landings of Walden Condominium Association has caused the execution of this instrument this 2nd day of June, 2021.

THE LANDINGS OF WALDEN CONDOMINIUM ASSOCIATION

By: Thomas W. Whipple
THOMAS W. WHIPPLE, President

By: Inga C. Duktig
INGA DUKTIG, Secretary

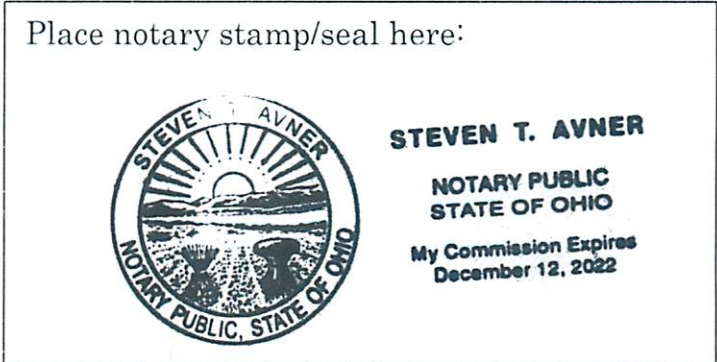
STATE OF OHIO)
) SS
COUNTY OF Portage)

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

I have set my hand and official seal this 2nd day of June, 2021.

[Signature]
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



STEVEN T. AVNER
NOTARY PUBLIC
STATE OF OHIO
My Commission Expires
December 15, 2003



EXHIBIT A

AFFIDAVIT

STATE OF OHIO)
)
COUNTY OF Portage) SS

THOMAS W. WHIPPLE, being first duly sworn, states as follows:

1. He is the duly elected and acting President of The Landings of Walden Condominium Association.
2. He will cause copies of the Amendments to the Declaration to be mailed by certified mail to all mortgagees having bona fide liens of record against any Unit Ownerships of whose mortgage interests notice had been given to the Association once the Amendments are recorded with the Portage County Recorder's Office.

Thomas W. Whipple
THOMAS W. WHIPPLE, President

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

I have set my hand and official seal this 2nd day of June, 2021.

[Signature]
NOTARY PUBLIC

Place notary stamp/seal here:

STEVEN T. AUBER
NOTARY PUBLIC
STATE OF OHIO
My Commission Expires
December 31, 2010



EXHIBIT B

CERTIFICATION OF SECRETARY

STATE OF OHIO)
)
COUNTY OF Portage) SS

INGA DUKTIG, the duly elected and acting Secretary of The Landings of Walden Condominium Association, certifies there are no, as the term is used in Declaration Article XII, "mortgagees" of record on file with the Association as no holders, insurers or guarantors of a mortgage on a Unit have given the Association a written request to receive notice of certain actions or amendments and so none have consented to the Amendments.


Inga E. Duktig
INGA DUKTIG, Secretary

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

I have set my hand and official seal this 2nd day of June, 2021.

Steven T. Avner
NOTARY PUBLIC

Place notary stamp/seal here:



STEVEN T. AVNER
NOTARY PUBLIC
STATE OF OHIO
My Commission Expires
December 12, 2022