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BONNIE M. HOWE  
PORTAGE CO. RECORDER

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**INDEXED**

AMENDMENT 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.

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

**WHEREAS**, the Declaration of Condominium Ownership for The Landings of Walden Condominium (the "Declaration") and the By-Laws of The Landings of Walden Condominium Association (the "Bylaws"), Exhibit D to the Declaration, were recorded at Portage County Records Volume 953, Page 154 et seq., and

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

**WHEREAS**, Article XIII 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 modified (the "Amendment"), and

**WHEREAS**, the Association has in its records the signed, written consents to the Amendment signed by Unit Owners representing 75.82% of the Association's voting power as of September 17, 2009, and

**WHEREAS**, the Association has in its records the power of attorney signed by Unit Owners representing 75.82% 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 to all mortgagees on the records of the Association once the Amendment is recorded with the Portage County Recorder's Office, 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 Landings of Walden Condominium is hereby amended by the following:

DELETE DECLARATION ARTICLE III, SECTION B(11) entitled, "Rental of Units," in its entirety. Said deletion to be taken from Page 5 of the Declaration, as recorded at Portage County Records, Volume 953, Page 154 et seq., and as amended at Instrument No. 200506251.

INSERT a new DECLARATION ARTICLE III, SECTION B(11) entitled, "Leasing of Units." Said new addition, to be added on Page 5 of the Declaration, as recorded at Portage County Records, Volume 953, Page 154 et seq., and as amended at Instrument No. 200506251, is as follows:

(11) Leasing of Units. 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 intent 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 Portage 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 who has held title to his/her Unit for at least a period of two (2) years, 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. An estate following the death of a Unit Owner and/or a Unit Owner transferring a Unit by gift to a trust shall be exempt from the requirement of being the titled Unit Owner for a two (2) year period prior to taking a hardship exception.

(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.

(f) 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 (10) days written notice of the intended eviction action. The costs of any eviction action, including reasonable attorneys' 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.

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. 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 The Landings of Walden Condominium Association has caused the execution of this instrument this 13 day of October, 2009.

✓  
THE LANDINGS OF WALDEN CONDOMINIUM ASSOCIATION

By: Richard Safier  
RICHARD SAFIER, its President

By: Ronald Ali  
RONALD ALI, its Secretary

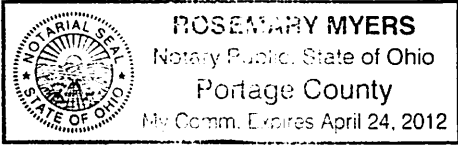
STATE OF OHIO )  
COUNTY OF PORTAGE ) SS

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, on Page 5 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 Aurora, Ohio, this 13 day of October, 2009.

Rosemary Myers  
NOTARY PUBLIC

Place notary stamp/seal here:



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

EXHIBIT A

AFFIDAVIT

STATE OF OHIO )  
 )  
COUNTY OF PORTAGE ) SS

RICHARD SAFIER, 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 caused copies of the Amendment 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.
3. Further affiant sayeth naught.

Richard Safier  
RICHARD SAFIER, President

BEFORE ME, a Notary Public, in and for said County, personally appeared the above named RICHARD SAFIER 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 Aurora, Ohio, this 13 day of October, 2009.

Rosemary Myers  
NOTARY PUBLIC

Place notary stamp/seal here:




EXHIBIT B

CERTIFICATION OF SECRETARY

The undersigned, being the duly elected and qualified Secretary of The Landings of Walden 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.

NONE

Ronald Ali  
RONALD ALI, Secretary

STATE OF OHIO )  
COUNTY OF PORTAGE ) SS

BEFORE ME, a Notary Public in and for said County, personally appeared the above named RONALD ALI 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 Aurora, Ohio, this 13 day of October, 2009.

Rosemary Myers  
NOTARY PUBLIC

Place notary stamp/seal here:

