201900000655
KAMAN & CUSIMANO LLC

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PATRICIA MYERS, COUNTY RECORDER
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201900000655 DECLARATION

AMENDMENTS TO THE

DECLARATION AND BYLAWS FOR

AUTUMN WOODS CONDOMINIUMS

PLEASE CROSS MARGINAL REFERENCE WITH THE DECLARATION AND BYLAWS FOR AUTUMN WOODS CONDOMINIUMS RECORDED AT VOLUME 663, PAGE 423 OF THE LOGAN COUNTY RECORDS.

AMENDMENTS TO THE DECLARATION AND BYLAWS FOR AUTUMN WOODS CONDOMINIUMS

RECITALS

A. The Declaration for Autumn Woods Condominiums (the "Declaration"), and the Bylaws for Autumn Woods Condominiums (the "Bylaws"), Exhibit D of the Declaration, were recorded at Logan County Records, Volume 663, Page 423.

B. The Autumn Woods Condominiums Unit Owners' Association (the "Association") is a corporation consisting of all Unit Owners in Autumn Woods Condominium and as such is the representative of all Unit Owners.

C. Declaration Article XX authorizes amendments to the Declaration and Bylaws Article XII, Section 4 authorizes amendments to the Bylaws.

D. Unit Owners representing the Association's current voting power have executed instruments in writing setting forth specifically the matter to be modified (the "Amendments").

E. As of December 31, 2018, Unit Owners representing 87.27 percent of the Association's voting power have signed and delivered to the Association written consents, along with limited powers of attorney, in favor of Amendment A and authorizing the Association's officers to execute Amendment A on their behalf.

F. As of December 31, 2018, Unit Owners representing 89.09 percent of the Association's voting power have signed and delivered to the Association written consents, along with limited powers of attorney, in favor of Amendment B and authorizing the Association's officers to execute Amendment B on their behalf.

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

H. 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 and Bylaw for Autumn Woods Condominiums is amended by the following:

AMENDMENT A

INSERT a new DECLARATION ITEM entitled "PURPOSES, USES, COVENANTS, RESTRICTIONS, EASEMENTS AND OTHER PROVISIONS, SECTION 18. Said new addition, to be added to Page 7 of the Declaration, as recorded at Logan County Records, Volume 663, Page 423 et seq., is as follows:

18. To create a community of resident Unit Owners and to remain within mortgagee owner-occupancy limitations; 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, subject to the following:

A. The above prohibition does not apply to:

i. Units that are occupied by the parent(s) or child(ren) of the Unit Owner; or,

ii. Units that are leased or rented to a third party by the Unit Owner as of the date this amendment is recorded with the Logan County Recorder's Office, and which the Unit Owner has registered with the Association as a "leased unit" (referred to as "Grandfathered Units") within 90 days of the recording of this amendment; a Grandfathered Unit may continue to be leased until titled ownership of the Unit is transferred to a subsequent Unit Owner; upon the date of title transfer, the Unit is no longer a Grandfathered Unit and is no longer excepted from this lease prohibition; or,

iii. Units that meet a special situation and to avoid a practical difficulty or other undue hardship, each Unit Owner has the right to lease their Unit to a specified renter/tenant for a one-time period of no more than 24 consecutive calendar months, subject to the restrictions and requirements as identified in subparagraphs (B), (C),

and (D) below (referred to as "Hardship Units"). To exercise this right:

(a) The Unit Owner must provide the Board with prior, written notice of the lease at least 10 business days prior to its commencement;

(b) The Unit Owner may not be more than 60 days delinquent in payment of any assessment or other amount due to the Association. If the Unit Owner is more than 60 days past due in payment, the Unit Owner will request from the Board a one-time hardship exception and will not lease the Unit until the Board approves the request.

B. Units occupied by parents or children of a Unit Owner, Grandfathered Units, or Hardship Units are subject to the following conditions and restrictions:

i. Lease terms must be for 12 full, consecutive calendar months;

ii. Leases must be provided to the Board at least 10 days prior to the commencement of the lease term;

iii. No Unit may be leased, let, or rented to any business or corporate entity for the purpose of corporate housing or similar use;

iv. No Unit may be sub-leased, sublet, or rented by a tenant;

v. No individual room, part, or sub-part of any Unit may be leased, let, or rented;

vi. The Association has at all times a limited power-of-attorney from and on behalf of any Unit Owner who is more than 60 days past due in the payment of any Assessment or other amounts due to the Association. The limited power-of-attorney permits the Association to

collect the lease or rent payments directly from the lessee, tenant, or renter until the amount owed to the Association is paid in full.

vii. The lessee, tenant, or renter must abide by the terms of the Declaration, Bylaws, and rules and regulations.

viii. When a Unit Owner leases their Unit, the Unit Owner relinquishes all amenity privileges, but continue(s) to be responsible for all obligations of ownership of their Unit and is jointly and severally liable with the lessee, tenant, or renter to the Association for the conduct of the lessee, tenant, or renter and any damage to Association property.

ix. In accordance with Ohio law, the Association may initiate eviction proceedings to evict any lessee, tenant, or renter for violation of the Declaration, Bylaws, rules, or applicable laws, by 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 agent, in the name of the Unit Owner. 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, will be assessed to the Unit Owner(s) and the Unit's account and is a lien against that Unit.

C. Any land contract for the sale of a Unit must be recorded with the Logan County Recorder's Office. A recorded copy of the land contract must be delivered to the Board of Directors within 30 days of its recording. Any unrecorded land contract is a prohibited lease.

D. The Board may adopt and enforce rules and definitions in furtherance, but not in contradiction of the above provisions, including, rules to address and eliminate attempts to circumvent the meaning or intent of this Section 17 and in furtherance of the preservation of the Autumn Woods Condominiums as an owner-occupied community and against

> the leasing of Units for investment or other purposes. The Board has full power and authority to deny the occupancy of any Unit by any person or family if the Board, in its sole discretion, determines that the Unit Owner of such Unit is intending or seeking to circumvent the meaning, purpose, or intent of this Section 17.

Any conflict between this provision and any other provisions of the Declaration and Bylaws will 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 this amendment, whether on procedural, substantive, or any other grounds. Any contest or other legal 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 B

DELETE BYLAWS ARTICLE III, SECTION 1 entitled, "Annual Meeting," in its entirety. Said deletion to be taken from Page 2 of the Bylaws, Exhibit D of the Declaration, as recorded at Logan County Records, Volume 663, Page 495 et seq.

INSERT a new BYLAWS ARTICLE III, SECTION 1 entitled, "Annual Meeting. Said new addition, to be added to Page 2 of the Bylaws, Exhibit D of the Declaration, as recorded at Logan County Records, Volume 663, Page 423, is as follows:

> Section 1. Annual Meeting. For the election of Directors, the presentation of reports, and the transaction of such other business as is set forth in the meeting notice, the Association's annual meeting will be held at such time, at such place, and on such date during the month of September each calendar year as the Board determines and as stated in the meeting notice.

Any conflict between the above provision and any other provisions of the Declaration and Bylaws will be interpreted in favor of this amendment changing the date for holding the annual meeting. 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 this 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 this amendment.

The Autumn Woods Condominiums Unit Owners' Association has caused the execution of this instrument this 23rd day of January, 2019.

AUTUMN WOODS CONDOMINIUMS UNIT OWNERS' ASSOCIATION

By: _____
JEFFREY D. COOPER, President

By: Sharon S Clem, Secretary
SHARON S. CLEM, Secretary

STATE OF OHIO)
) SS
COUNTY OF Logan)

BEFORE ME, a Notary Public, in and for said County, personally appeared the above named Autumn Woods Condominiums Unit Owners' 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 23rd day of January, 2019.

Place notary stamp/seal here:

Jana Haingen
NOTARY PUBLIC
My Commission expires
Aug 5, 2019

This instrument prepared by:
KAMAN & CUSIMANO, LLC,
Attorneys at Law
8101 North High Street, Suite 370
Columbus, Ohio 43235
(614) 882-3100
ohiocondolaw.com

EXHIBIT A

AFFIDAVIT

STATE OF OHIO)
) SS
COUNTY OF Logan)

JEFFREY D. COOPER, being first duly sworn, states as follows:

1. He is the duly elected and acting President of the Autumn Woods Condominiums Unit Owners' Association.

2. He will cause copies of the Amendments to the Declaration and Bylaws 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 by the Unit Owner once the Amendments are recorded with the Logan County Recorder's Office.

President
JEFFREY D. COOPER, President

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

IN TESTIMONY WHEREOF, I have set my hand and official seal this 23rd day of January, 2019.

Place notary stamp/seal here:

Joan Harrison
NOTARY PUBLIC
My Commission expires
Aug 5, 2019