

CUYAHOGA COUNTY
OFFICE OF FISCAL OFFICER - 8
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AMENDMENT 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.

AMENDMENT TO THE
DECLARATION OF CONDOMINIUM OWNERSHIP FOR
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.

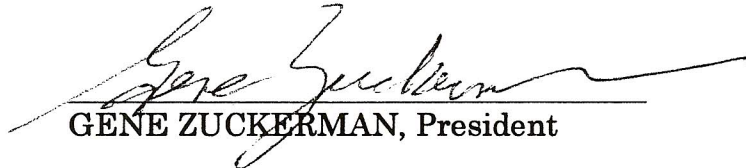
EXHIBIT A

AFFIDAVIT

STATE OF OHIO)
)
COUNTY OF Cuyahoga) SS

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

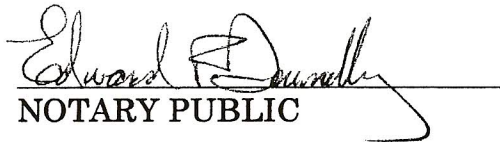
1. He is the duly elected and acting President of the Baywood Estates Condominium Association.
2. He caused copies of the Amendment to the Declaration to be mailed by certified mail or hand delivered or sent by telegram to all first mortgagees having bona fide liens of record against any Unit Ownerships 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 Chesterland, Ohio, this 17th day of April, 2013.



 NOTARY PUBLIC

Place notary stamp/seal here:

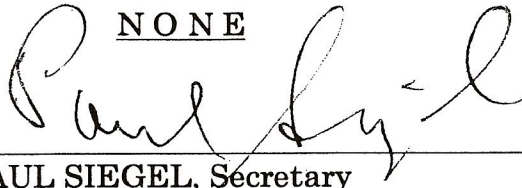
EDWARD F. CONNELLY
 NOTARY PUBLIC - STATE OF OHIO
 RECORDED IN L. S. COUNTY
 MY COMMISSION EXPIRES OCTOBER 18, 2014

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.

NONE



PAUL SIEGEL, Secretary

STATE OF OHIO)
COUNTY OF Cuyahoga) SS

BEFORE ME, a Notary Public in and for said County, personally appeared the above named PAUL SIEGEL 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 Chevelon, Ohio, this 17th day of July, 2013.


NOTARY PUBLIC

Place notary stamp/seal here:
EDWARD F. DONNELLY
NOTARY PUBLIC - STATE OF OHIO
RECORDED IN LAKE COUNTY
COMMISSION EXPIRES OCTOBER 18, 2014