

CUYAHOGA COUNTY RECORDER
PATRICK J. O'MALLEY - 8
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AMENDMENTS TO THE
DECLARATION OF CONDOMINIUM OWNERSHIP
FOR
MAC INTOSH FARMS CONDOMINIUM NO. 1

PLEASE CROSS MARGINAL REFERENCE WITH THE DECLARATION OF CONDOMINIUM OWNERSHIP FOR MAC INTOSH FARMS CONDOMINIUM NO. 1 RECORDED AT VOLUME 86-4892, PAGE 7 ET SEQ., OF THE CUYAHOGA COUNTY RECORDS.

AMENDMENTS TO THE
DECLARATION OF CONDOMINIUM OWNERSHIP FOR
MAC INTOSH FARMS CONDOMINIUM NO. 1

WHEREAS, the Declaration of Condominium Ownership for MacIntosh Farms Condominium No. 1 (the "Declaration") was recorded at Cuyahoga County Records Volume 86-4892, Page 7 et seq., and

WHEREAS, the MacIntosh Farms Condominium No. 1 Owners Association (the "Association") is a corporation consisting of all Unit Owners in MacIntosh Farms Condominium No. 1 and as such is the representative of all Unit Owners, and

WHEREAS, Article XII(A) 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 matters to be modified (the "Amendments"), and

WHEREAS, the Association has in its records the signed, written consents to Amendment A signed by Unit Owners representing 77.40% of the Association's voting power as of March 6, 2006, and

WHEREAS, the Association has in its records the power of attorney signed by Unit Owners representing 77.40% of the Association's voting power authorizing the Association's officers to execute Amendment A on their behalf, and

WHEREAS, the Association has in its records the signed, written consents to Amendment B signed by Unit Owners representing 90.29% of the Association's voting power as of March 6, 2006, and

WHEREAS, the Association has in its records the power of attorney signed by Unit Owners representing 90.29% of the Association's voting power authorizing the Association's officers to execute Amendment B on their behalf, and

WHEREAS, attached hereto as Exhibit A is a certification of the Association's President that copies of the Amendments will be mailed or hand delivered to all Unit Owners and all first mortgagees on the records of the Association once the Amendments are recorded with the Cuyahoga County Recorder's Office and that Unit Owners having at least 75% of the voting power of the Association affirmatively approved the Amendments, 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 Amendments, and

WHEREAS, the proceedings necessary to amend the Declaration as required by Chapter 5311 of the Ohio Revised Code and the Declaration of Condominium Ownership for MacIntosh Farms Condominium No. 1 have in all respects been complied with.

NOW THEREFORE, the Declaration of Condominium Ownership for MacIntosh Farms Condominium No. 1 is hereby amended by the following:

AMENDMENT A

DELETE DECLARATION ARTICLE XVI(B) entitled, "Unit Owner's Right to Lease Unit," in its entirety. Said deletion is to be taken from Page 39 of Declaration, as recorded at Cuyahoga County Records, Volume 86-4892, Page 7 et seq. and as amended at Cuyahoga County Records, Instrument No. 200510050733.

INSERT a new DECLARATION ARTICLE XVI(B) entitled, "Rental of Units." Said new addition, to be added on Page 39 of the Declaration, as recorded at Cuyahoga County Records, Volume 86-4892, Page 7 et seq., and as amended at Cuyahoga County Records, Instrument No. 200510050733, is as follows:

(B) Rental 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 purpose of this restriction is to create a community of resident owners, subject to the following:

(1) This restriction does not apply to: (a) Units that are occupied by the parent(s) or child(ren) of the Unit Owner; or, (b) any Unit Owner leasing his/her Unit at the time of recording of this amendment with the Cuyahoga 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.

(2) 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.

(3) In no event shall a Unit be rented 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.

(4) All exempted leases must be in writing. The lessee must abide by the terms of the Declaration, Bylaws, and rules and regulations. Any land contract for the sale of a Unit must be recorded and a recorded copy of the same shall be delivered to the Association. Any land contract not recorded shall be considered an impermissible lease. The Unit Owner shall 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.

(5) 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 days written notice of the intended eviction action. The costs of any eviction action, including reasonable attorney's 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.

AMENDMENT B

INSERT a new DECLARATION ARTICLE VII(O). Said new addition, to be added on Page 28 of the Declaration, as recorded at Cuyahoga County Records, Volume 86-4892, Page 7 et seq., is as follows:

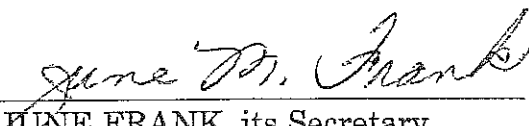
(0) No person who is adjudicated to be a sexual predator or a habitual sex offender and required to register with a designated registering agency, thereby requiring notice to be given pursuant to the Ohio Sex Offenders Act or similar statute from another jurisdiction, as the same may from time to time be amended, may reside in or occupy a Unit 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 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.

IN WITNESS WHEREOF, the said MacIntosh Farms Condominium No. 1 Owners Association has caused the execution of this instrument this 29th day of March, 2006.

MAC INTOSH FARMS CONDOMINIUM NO. 1 OWNERS ASSOCIATION

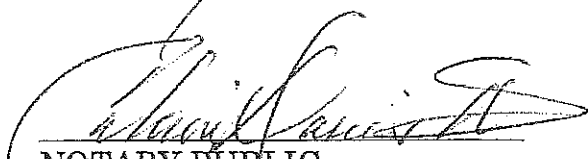
By: 
RICHARD CROFOOT, its President

By: 
JUNE FRANK, its Secretary

STATE OF OHIO)
) SS
COUNTY OF CUYAHOGA)

BEFORE ME, a Notary Public, in and for said County, personally appeared the above named MacIntosh Farms Condominium No. 1 Owners 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 Cuyahoga, Ohio, this 29 day of April, 2006.


NOTARY PUBLIC

CALVIN DAVIS, II
RESIDENT SUMMIT COUNTY
NOTARY PUBLIC, STATE OF OHIO
COMMISSION EXPIRES 5/4/08

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

EXHIBIT A

CERTIFICATION OF PRESIDENT

The undersigned, being the duly elected and qualified President of the MacIntosh Farms Condominium No. 1 Owners Association, hereby certifies the Association received the signed, written consents of Unit Owners representing 77.40% and 90.29% of the Association's voting power in favor of Amendment A and Amendment B, respectively, to the Declaration of Condominium Ownership for MacIntosh Farms Condominium No. 1 in accordance with the provisions of Declaration Article XII(A) and caused such signed, written consents to be filed with the corporate records for MacIntosh Farms Condominium No. 1 Owners Association.

The undersigned further certifies that copies of the Amendments to the Declaration of Condominium Ownership for MacIntosh Farms Condominium No. 1 are to be mailed or hand delivered to all Unit Owners and all first mortgagees having bona fide liens of record against any Unit Ownerships of whose mortgage interests notice had been given to the Association.


RICHARD CROFOOT, President

STATE OF OHIO)
)
COUNTY OF CUYAHOGA) SS

BEFORE ME, a Notary Public, in and for said County, personally appeared the above named RICHARD CROFOOT 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 Riverside, Ohio, this 29 day of March, 2006.


NOTARY PUBLIC

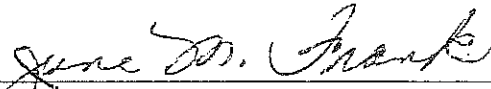
SALVIN DAVIS, II
PRESIDENT SUMMIT COUNTY
NOTARY PUBLIC, STATE OF OHIO
MY COMMISSION EXPIRES 5/4/06

EXHIBIT B

CERTIFICATION OF SECRETARY

The undersigned, being the duly elected and qualified Secretary of the MacIntosh Farms Condominium No. 1 Owners 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 Amendments to the Declaration of Condominium Ownership for MacIntosh Farms Condominium No. 1.

NONE

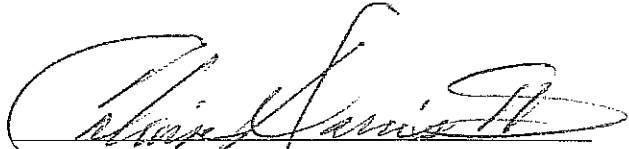


JUNE FRANK, Secretary

STATE OF OHIO)
)
COUNTY OF CUYAHOGA) SS

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

IN TESTIMONY WHEREOF, I have hereunto set my hand and official seal in Cincinnati, Ohio, this 29 day of MARCH, 2006.



NOTARY PUBLIC