

AMENDMENTS TO THE
DECLARATION OF CONDOMINIUM OWNERSHIP
FOR
LEGACY POINTE NO. 2 CONDOMINIUMS

PLEASE CROSS MARGINAL REFERENCE WITH THE DECLARATION OF
CONDOMINIUM OWNERSHIP FOR LEGACY POINTE NO. 2
CONDOMINIUMS RECORDED AT INSTRUMENT 2002-808411-A OF THE
LORAIN COUNTY RECORDS ON FEBRUARY 7, 2002.

AMENDMENT TO THE
DECLARATION OF CONDOMINIUM OWNERSHIP FOR
LEGACY POINTE NO. 2 CONDOMINIUMS

RECITALS

A. The Declaration of Condominium Ownership for Legacy Pointe No. 2 Condominiums (the "Declaration") and the Bylaws of Legacy Pointe Condominium Association No. 2, Inc. (the "Bylaws"), Exhibit C the Declaration were recorded at Lorain County Records, Instrument 2002-808411-A.

B. The Legacy Pointe Condominium Association No. 2, Inc. (the "Association") is a corporation consisting of all Owners in Legacy Pointe Condominium No. 2 and as such is the representative of all Owners.

C. Declaration Article XX, Paragraph 20.02 authorizes amendments to the Declaration and Bylaws Article VIII authorizes amendments to the Bylaws.

D. 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 matters to be modified (the "Amendments").

E. As of January 11, 2019, Owners representing 77.14 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 January 11, 2019, Owners representing 80 percent of the Association's voting power have signed and delivered to the Association written consents, along with powers of attorney, in favor of Amendments B and C and authorizing the Association's officers to execute Amendments B and C on their behalf.

G. Attached as Exhibit A is an Affidavit of the Association's President stating that copies of the Amendments will be mailed by certified mail or hand delivered or sent by telegram to all first mortgagees on the records of the Association and all Owners once the Amendments are recorded with the Lorain County Recorder's Office.

H. Attached 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.

I. 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 Legacy Pointe No. 2 Condominiums is amended by the following:

AMENDMENT A

DELETE DECLARATION ARTICLE IV, SECTION 4.02(q) in its entirety. Said deletion to be taken from Page 11 of the Declaration, as recorded at Lorain County Records, Instrument 2002-808411-A.

INSERT a new DECLARATION ARTICLE IV, SECTION 4.02(q). Said new addition, to be added to Page 11 of the Declaration, as recorded at Lorain County Records, Instrument 2002-808411-A, is as follows:

- (q) Motor vehicle parking within the Condominium Property is subject to Rules promulgated by the Board which may be strictly enforced due to limited space which, among other issues, has and continues from time to time to result in the obstruction of snow removal and lawn care services. Motor vehicles that are subject to the Rules include automobiles, motorcycles, inoperable vehicles, trucks and trailers of any type, boats and all vehicles used for recreation:
 - (1) Operable motor vehicles may be parked overnight within the Condominium Property in the following manner, or as the Board otherwise determines by Rule.

- (a) Two motor vehicles per Unit will be parked or kept inside the Unit's garage.
 - (b) A third motor vehicle per Unit is permitted to be parked overnight on a short term basis as defined by the Board, with prior written Board approval, in one space designated by the Board.
 - (c) The Unit at 618 Tournament Drive was constructed with a 3-car garage. Three operable motor vehicles will be parked or kept inside the Unit's garage.
- (2) Short term guest parking in outdoor parking spaces within the Condominium Property is limited to use by non-resident, non-occupant visitors only and is not available at any time for Owner or occupant parking without the express, written approval of the Board, and is subject to the Rules.
 - (3) Except during normal business hours in conjunction with deliveries to the Condominium Property, or the maintenance, repair, or replacement of a Unit, any commercial vehicle, van, truck, trailer, including any vehicle, van, truck, or trailer that has or displays any equipment, snowplows or snowplow hitches, signs, commercial license plates, or markings of a commercial nature will not be parked or stored on any driveway, driveway apron or roadway within the Condominium Property. This prohibition does not apply to the Association in performance of or in conjunction with maintenance, repair, replacement, or operation of the Condominium Property.
 - (4) No trailer of any type, camper, mobile home, motor home, recreational vehicle, bus, truck (other than a sport utility vehicle, two-axle truck with no more than four tires or van of less than one ton or less load carrying capacity), boat, jet ski, golf cart, or similar

vehicle or equipment is permitted to remain on the Condominium Property, including any driveway or roadway, without the Board's prior, written consent or as permitted in the Rules for short term or visitor parking. No vehicle or equipment described above may be parked in a garage unless the garage door for such Unit is kept fully closed at all times.

- (5) Enforcement remedies for all motor vehicle parking and storage violations, in addition to any other remedies available at law include:
 - (a) Towing and storage of any motor vehicle that is on the Condominium Property regardless of ownership. Charges for such towing and storage will be assessed to the Unit account of the Owner responsible for the presence of such motor vehicle or equipment on the Condominium Property. The responsible Owner(s) will be personally and jointly and severally liable for payment of the cost of removal, storage of the motor vehicle or equipment.
 - (b) Levying enforcement assessments, including costs incurred by the Association for towing and storage fees, attorney fees, court costs or any other related expenses.
 - (c) Any other reasonable action the Board so determines.
 - (d) Owner(s) is personally and jointly and severally liable for payment of any costs incurred by the Association for any enforcement remedies taken by the Board.

DELETE DECLARATION ARTICLE IV, SECTION 4.02(r) in its entirety. Said deletion to be taken from Page 11 of the Declaration, as recorded at Lorain County Records, Instrument 2002-808411-A.

INSERT a new DECLARATION ARTICLE IV, SECTION 4.02(r). Said new addition, to be added to Page 11 of the Declaration, as recorded at Lorain County Records, Instrument 2002-808411-A, is as follows:

- (r) All motor vehicles are prohibited at all times on all non-paved areas within the Condominium Property.

DELETE DECLARATION ARTICLE IV, SECTION 4.02(s) in its entirety. Said deletion to be taken from Page 11 of the Declaration, as recorded at Lorain County Records, Instrument 2002-808411-A.

INSERT a new DECLARATION ARTICLE IV, SECTION 4.02(s). Said new addition, to be added to Page 11 of the Declaration, as recorded at Lorain County Records, Instrument 2002-808411-A, is as follows:

- (s) The parking, storage and keeping of motor vehicles on the Condominium Property is subject to the Rules promulgated by the Board which may be enforced. Rules will be subject to and consistent with the following:
 - (1) Motor vehicles with a "For Sale" or similar sign will be parked or stored only within a garage and are otherwise prohibited from being parked or stored for any period of time anywhere within the Condominium Property.
 - (2) Motor vehicles on the Condominium Property will be kept in a state of good and clean repair as reasonably determined from time to time by the Board of Directors. Junk vehicles, excessively noisy, polluting vehicles, covered vehicles, inoperable vehicles, vehicles on blocks, and all equipment, will not be operated or stored for any period of time anywhere within the Condominium Property.
 - (3) Motor vehicle maintenance and repair work including but not limited to washing will be performed in strict accordance with the Rules.
 - (4) All motorcycles within the Condominium Property will be

parked and stored only within a garage. Operation and use of motorcycles within the Condominium Property is subject to the Rules which may include limiting permissible decibel noise levels while idling or operating.

MODIFY DECLARATION ARTICLE VII, SECTION 7.05. Said modification, to be made on Page 14 of the Declaration, as recorded at Lorain County Records, Instrument 2002-808411-A, is as follows (deleted language is crossed-out; new language is underlined):

7.05 The Unit Owner ~~shall have~~ has the right to use the outdoor parking spaces within the Condominium Property shown on the Drawings which are not designated as Limited Common Elements, on a non-exclusive basis in common with other Unit Owners and their respective guests and invitees, which use ~~shall be~~ is subject to Declaration Article IV, Section 4.02(q) and reasonable Rules from time to time established by the Board of Directors Association.

Any conflict between these provisions and any other provisions of the Declaration and Bylaws will be interpreted in favor of these clarifications of the restrictions on vehicles and parking on the Condominium Property. 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 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.

AMENDMENT B

INSERT a new DECLARATION ARTICLE IV, SECTION 4.02(aa). Said new addition, to be added to Page 12 of the Declaration, as recorded at Lorain County Records, Instrument 2002-808411-A, is as follows:

(aa) A person who is classified as a Tier II or Tier III sex offender/child-victim offender, or any future equivalent classification under the law, and for whom the County Sheriff or other government entity must provide community notice of the sex offender's residential

address, is prohibited from residing in or occupying a Unit and from remaining in or on the Condominium Property for any length of time. The classification of a sex offender/child-victim offender and the determination of whether notice is required is made by a court of law in accordance with the Ohio Sex Offenders Act, or similar statute from another jurisdiction as either may be amended or renamed from time to time. The Association is not liable to any Owner, Occupant, or visitor of any Owner, or of the Association, as a result of the Association's alleged failure, whether negligent, intentional, or otherwise, to enforce any provision of this Occupancy Restriction.

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

AMENDMENT C

DELETE DECLARATION ARTICLE XXIII, SECTION 23.02 in its entirety. Said deletion to be taken from Page 31 of the Declaration, as recorded at Lorain County Records, Instrument 2002-808411-A.

INSERT a new DECLARATION ARTICLE XXIII, SECTION 23.02. Said new addition, to be added to Page 31 of the Declaration, as recorded at Lorain County Records, Instrument 2002-808411-A, is as follows:

23.02. All notices, actions and other communications including service of notice as required or permitted by the Declaration or Bylaws, to the Association or the Board, must be made in writing and sent by regular U.S. mail, first-class postage prepaid, to the Board President, to any two other Board members, to the Association at the address of the Condominium Property, to the Association's manager or

management company, if any, or to any other address as the Board may designate by written notice to all Unit owners.

All notices required or permitted by the Declaration or Bylaws to any Owner will be in writing and is deemed effectively given if it has been (1) personally delivered to the Unit owner, (2) placed under or attached to the front or main entry door of the Unit owner's Unit, (3) sent by regular U.S. mail, first-class postage prepaid, to the Unit owner's Unit address or to another address the Unit owner designates in writing to the Board, or (4) delivered in accordance with the methods described below. If there is more than one person owning a single Unit, a notice given to any one of those several persons is deemed to have been given personally to all of the persons owning an interest in the Unit.

Due to the ongoing development of new technologies and corresponding changes in business practices, to the extent permitted or approved by the Board, as well as by Ohio and federal law, now or in the future, in addition to the methods described above, any notice required in the Declaration or Bylaws to be sent or received; any signature, vote, consent, or approval required to be obtained; and any payment required to be made by the Declaration or Bylaws may be accomplished using electronic mail or other transmission technology available at that time that is a generally accepted business practice subject to the following requirements: (1) The Association may use electronic mail or other transmission technology to send any required notice only to Unit owners, individually or collectively, who have given the Association written consent to the use of electronic mail or other transmission technology. Any Unit owner who has not given the Association written consent to use of electronic mail or other transmission technology will receive notices, including any notice of delinquency of any payment due, in accordance with the second Paragraph above. (2) For voting on matters other than the election of Board members, the Association may provide for voting by electronic mail or other transmission technology. (3) An electronic mail or transmission technology to a Unit owner is not considered delivered and effective if the Association's transmission to the Unit owner fails two consecutive times, e.g. the Association receives an "undeliverable" or similar message, or the inability to deliver the transmission to the

Unit owner becomes known to the Person responsible for sending the transmission. If the electronic mail or transmission is not delivered or effective, the Association will deliver the notice or other communication to the Unit owner in accordance with the second paragraph above.

Any conflict between this provision and any other provisions of the Declaration and Bylaws will be interpreted in favor of this amendment permitting notices by regular U.S. or electronic mail and permitting the Association to use electronic communications to the extent permitted by Ohio and Federal law. 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, and any challenge must be brought in the court of common pleas within one year of the recording of this amendment.


AMENDMENT D

Intentionally Left Blank - Amendment Proposal Did Not Pass

The Legacy Pointe Condominium Association No. 2, Inc. has caused the execution of this instrument this 4th day of February, 2019.

LEGACY POINTE CONDOMINIUM ASSOCIATION NO. 2, INC.

By: 
MARK W. BENNETT, President

By: 
Valerie S. Greathouse, Secretary
(Print Name)

STATE OF OHIO)

)

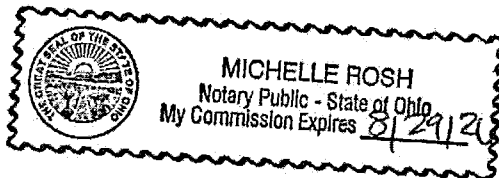
BEFORE ME, a Notary Public, in and for said County, personally appeared the above named Legacy Pointe Condominium Association No. 2, Inc., by its President and its Secretary, who acknowledged that they did sign the foregoing instrument, on Page 10 of 13, and that the same is the free act and deed of 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 4th day of February, 2019.

Michelle Rahn

NOTARY PUBLIC

Place notary stamp/seal here:



This instrument prepared by:
KAMAN & CUSIMANO, LLC, Attorneys at Law
50 Public Square, Suite 2000
Cleveland, Ohio 44113
(216) 696-0650
ohiocondolaw.com

EXHIBIT B

CERTIFICATION OF SECRETARY

STATE OF OHIO)
)
COUNTY OF Lorain) SS

Valerie S. Greathouse, the duly elected and acting Secretary of the Legacy Pointe Condominium Association No. 2, Inc., certifies there are no, as the term is used in Declaration Article XX, Section 20.02, "first mortgagees" of record on file with the Association as no holders, insurers or guarantors of a first mortgage on a Unit have given the Association a written request to receive notice of certain actions or amendments.

Valerie S. Greathouse
VALERIE S. GREATHOUSE, Secretary
(Print Name)

BEFORE ME, a Notary Public in and for said County, personally appeared the above named Valerie S. Greathouse who acknowledged that they did sign the foregoing instrument and that the same is their free act and deed.

IN TESTIMONY WHEREOF, I have set my hand and official seal this 4th day of February, 2019.

Michelle Rosh
NOTARY PUBLIC

KAMAN & CUSIMANO ATTORNEYS
2000 TERMINAL TOWER
50 PUBLIC SQUARE
CLEVELAND, OH 44113

Place notary stamp/seal here:

