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2013R023721

LAKE COUNTY OHIO
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ANN M. RADCLIFFE
LAKE COUNTY RECORDER
REC FEE: \$68.00
PAGES: 7

AMENDMENT TO THE DECLARATION OF CONDOMINIUM OWNERSHIP
OF
NAUTICAL RIDGE CONDOMINIUMS

THIS WILL CERTIFY THAT A COPY OF THIS AMENDMENT TO THE
DECLARATION OF COVENANTS, CONDITIONS, EASEMENTS AND
RESTRICTIONS AND CODE OF REGULATIONS WAS FILED IN THE OFFICE OF
THE COUNTY AUDITOR OF LAKE COUNTY, OHIO.

DATED: _____

BY: _____

AMENDMENT TO THE DECLARATION OF CONDOMINIUM OWNERSHIP OF
NAUTICAL RIDGE CONDOMINIUM ASSOCIATION, INC.

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WHEREAS, the Declaration of Condominium Ownership ("Declaration") of Nautical Ridge Condominium Association, Inc. ("Nautical Ridge") was originally recorded April 20, 2006 with the Lake County Recorder, at document #2006R015438; and

WHEREAS, the Nautical Ridge Condominium Owners' Association, Inc. ("Association") is a non-profit corporation consisting of all Members in the Association and as such is the representative of all Members; and

WHEREAS, Article XII, Section A of said Declaration authorizes amendments to the Declaration; and

WHEREAS, the vote of at least seventy-five percent (75%) of the voting power of Members of the Association have executed an instrument in writing setting forth specifically the new matter to be added to the Declaration; and

WHEREAS, attached hereto as Exhibit A is an Affidavit of the President of the Association that proper notice of the Amendment was hand delivered or sent by mail to all Members of the Association and first mortgagees of Units who are entitled to timely notice; and

WHEREAS, the Association has in its records the consents to the Amendment signed by Members representing 80.9% of the voting power and further has in its records the consents, if any, of the first mortgagees as certified by the Secretary in the attached Exhibit B; and; and

WHEREAS, the Association has in its records the power of attorney signed by Members representing 67% of the voting power authorizing the officers of the Association to execute the Declaration Amendment on their behalf; 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 following hereby amends the Declaration as follows:

Article XVI "Sale, Leasing or Other Alienation of Units" of the Declaration is proposed to be amended by DELETING the stricken-through language and ADDING the underlined language:

(A) Unit Owner's Right of Transfer. The Association shall have no right of first refusal with respect to the purchase or lease of a Unit, and a Unit Owner shall be able to transfer his/her Unit freely by sale, gift, devise, lease or otherwise without restriction except as provided in Article XVII(B), provided, however, that prior to any transfer, the Unit

Owner shall submit to the Association: (1) payment in full to the Association of all outstanding Assessments and other charges levied against the Unit that are due up until the date of the transfer of the Unit; and (2) the name, address and telephone number of the new Unit Owner and all occupants.

(B) Unit Owner's Right to Lease Unit.

1. Any Unit Owner shall have the right to lease not less than all of his Unit upon such terms and conditions as the Unit Owner may deem advisable except that no Unit shall be leased or subleased for transient or hotel purposes. Any lease or sublease of a Unit for a period of less than six (6) months shall be deemed to be a lease or sublease for transient or hotel purposes. Any lease or sublease of a Unit shall be in writing and shall provide: (1) that the lease or sublease shall be subject to the terms of this Declaration, the Bylaws and Rules and that any failure of a lessee to comply with the terms of this Declaration, the Bylaws and Rules shall be in default under the lease or sublease; (2) that the Association shall have the right to require the Unit Owner to deposit with the Association such amount as the Association shall consider appropriate as security to provide funds for repairs and to assure compliance with this Declaration, the Bylaws and Rules. ~~The limitations with respect to the leasing of Units shall not apply to the Declarant or a first mortgagee of a Unit.~~

2. Units that are occupied by a family member of a Unit Owner are not restricted by paragraphs 3 and 5. All Unit Owners at the time of the filing of this Amendment with the County Recorder are exempt from the leasing cap and shall continue to enjoy the privilege of leasing that Unit free of the requirements of Article XVI, paragraphs 3 and 5 until the title to said Unit is transferred to a subsequent owner. The requirements and restrictions of all paragraphs of Article XVI shall apply to subsequent owners. The requirements and restrictions of paragraph 4 shall apply to the renewal of all leases or new leases of Units that being leased at the time of the filing of this Amendment.

3. The Association shall allow leasing of Units, provided the Unit Owner applies to the Association to rent his/her Unit. At no time shall more than twenty (20%) percent of the Units be rented at any one time. This percentage may be increased from time to time based upon hardship as set forth below in Section 5. All leases and renewals shall be in writing and a copy of the lease provided to the Board for final approval prior to the beginning of the lease term. All leases shall contain an Association Addendum approved in writing by both the Owner and the lessee and submitted to the Board along with the lease for approval. The Board shall review and respond to any application for rental or lease submitted for approval pursuant to

this section within seventy-two (72) hours of its submission. Failure to respond shall be deemed to be an approval of the rental or lease application.

4. The standards for Board approval are: each lease shall be in writing, shall require the lessee to abide by the terms of the Declaration and Bylaws of the Association, as well as any Rules adopted by the Board. The Unit Owner shall continue to be liable for obligations of ownership of his/her Unit and shall be responsible to the Board for the conduct of his/her lessee. The following documents and information must be delivered to the Board prior to the beginning of the lease term: (i) Copies of all such leases signed by the lessee and Unit Owner, and (ii) any other information as set forth by the Board in its enactment of reasonable Rules of the Association, if any.

5. To meet special situations and to avoid undue hardship or practical difficulties, the Board may allow rentals above the twenty percent (20%) threshold by granting permission to a Unit Owner to lease his/her Unit to a specified renter for a period of not less than six (6) consecutive months nor more than twenty-four (24) consecutive months. Thereafter, the unit shall be owner-occupied.

6. Any violation of the covenants, conditions, or restrictions of the Association by a tenant of a Unit Owner is grounds for the Association to begin eviction proceedings against the offending tenant as further provided in Ohio Revised Code 5311.19(B).

7. Unit Owners shall ensure that tenants and occupants abide by all local ordinances, including but not limited to the applicable occupancy requirements and restrictions. Failure to comply with local ordinance and building and zoning codes is grounds for the Association to begin eviction proceedings as set forth herein.

[THE BALANCE OF THIS PAGE IS INTENTIONALLY BLANK]

IN WITNESS WHEREOF, the officers of Nautical Ridge Condominium Owners' Association, Inc. has caused the execution of this instrument this 1st day of August 2013.

NAUTICAL RIDGE CONDOMINIUM OWNERS' ASSOCIATION, INC.

Signed and acknowledged in the presence of all:

By: Thomas E. Griffis
Thomas Griffis, President

By: Maryann Miller
Maryann Miller, Secretary

This instrument prepared by:

Ott & Associates Co., L.P.A.
55 Public Square, Suite 1400
Cleveland, Ohio 44113
Telephone: (216) 771-2600
Facsimile: (216) 830-8939

STATE OF OHIO)
) SS.
COUNTY OF LAKE)

BEFORE ME, a Notary Public in and for said County, personally appeared the above-named Nautical Ridge Condominium Owners' Association, Inc., by its President, **THOMAS GRIFFIS**, and its Secretary, **MARYANN MILLER** 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.

IN WITNESS WHEREOF, I have hereunto set my hand and official seal at Cleveland, Ohio, this 1st day of August, 2013.

Lisa G. Clough
Notary Public

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LISA G. CLOUGH
Notary Public, State of Ohio
My Commission Expires
May 27, 2014

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EXHIBIT A

AFFIDAVIT

STATE OF OHIO)
) SS.
COUNTY OF LAKE)

THOMAS GRIFFIS, being first duly sworn, states as follows:

1. He is the acting President of the Nautical Ridge Condominium Owners' Association, Inc.
2. As such President, he caused copies of the Amendment to the Declaration of Condominium Ownership of Nautical Ridge Condominium Association, Inc. to be hand delivered or sent by mail to all Members of the Association and first mortgagees who are entitled to timely notice.
3. Further affiant sayeth naught.



THOMAS GRIFFIS, President

BEFORE ME, a Notary Public in and for said County, personally appeared the above-named **THOMAS GRIFFIS** who acknowledges that he did sign the foregoing instrument and that the same is his free act and deed.

IN WITNESS WHEREOF, I have hereunto set my hand and official seal at Cleveland, Ohio, this 15th day of August, 2013.



Notary Public

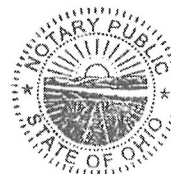


EXHIBIT B

CERTIFICATION OF SECRETARY

The undersigned, being the duly elected and qualified Secretary of the Nautical Ridge Condominium Owners' Association, Inc. hereby certifies that there are no first mortgagees on record with the Association; therefore, no consents to the proposed Amendment to the Declaration were obtained.


MARYANN MILLER, Secretary

STATE OF OHIO)
) SS.
COUNTY OF LAKE)

BEFORE ME, a Notary Public in and for said County, personally appeared the above-named **MARYANN MILLER** 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 at Cleveland, Ohio, this 1st day of August, 2013.


Notary Public



LISA G. CLOUGH
Notary Public, State of Ohio
My Commission Expires
May 27, 2014

RECEIPT

The Undersigned acknowledges the receipt from Nautical Ridge Condominium Association, Inc. of the development statement required pursuant to Section 5311.26 of the Ohio Revised Code for:

Nautical Ridge Condominiums

This _____ day of _____, 20____

Signature(s) of Prospective Purchaser(s)*

*Signing this receipt does not obligate you in any way but is merely evidence that the seller has complied with requirements of Ohio law to provide certain information and opinions to you.

DISCLOSURE STATEMENT FOR NAUTICAL RIDGE CONDOMINIUMS
FAIRPORT HARBOR, OHIO

IMPORTANT MATTERS TO BE CONSIDERED IN ACQUIRING A CONDOMINIUM UNIT ARE SET FORTH IN THIS DOCUMENT

ORAL REPRESENTATIONS CANNOT BE RELIED UPON AS CORRECTLY STATING THE REPRESENTATIONS OF THE DEVELOPER; REFERENCE SHOULD BE MADE TO THE CONDOMINIUM INSTRUMENTS, THIS DISCLOSURE STATEMENT AND ITS EXHIBITS.