

AMENDMENT TO THE  
DECLARATION OF CONDOMINIUM  
OF  
THE GEORGETOWN CONDOMINIUM



PLEASE CROSS MARGINAL REFERENCE WITH THE DECLARATION OF CONDOMINIUM OWNERSHIP FOR THE GEORGETOWN CONDOMINIUM RECORDED AT VOLUME 5264, PAGE 147 ET SEQ., OF THE SUMMIT COUNTY RECORDS.

THIS WILL CERTIFY THAT A COPY OF THIS AMENDMENT TO THE DECLARATION OF CONDOMINIUM OF THE GEORGETOWN CONDOMINIUM WERE FILED IN THE OFFICE OF THE FISCAL OFFICER OF SUMMIT COUNTY, OHIO.

**JOHN A. DONOFRIO**

DATED: July 20, 2007

BY: By D. Taylor, Deputy Auditor  
FISCAL OFFICER

AMENDMENT TO THE  
DECLARATION OF CONDOMINIUM OF  
THE GEORGETOWN CONDOMINIUM

WHEREAS, the Declaration of Condominium of The Georgetown Condominium (the "Declaration") and the By-Laws of The Georgetown Condominium Association (the "Bylaws"), Exhibit C to the Declaration, were recorded at Summit County Records Volume 5264, Page 147 et seq., and

WHEREAS, The Georgetown Condominium Association of Akron (the "Association") is a corporation consisting of all Unit Owners in The Georgetown Condominium and as such is the representative of all Unit Owners, and

WHEREAS, Article XIV of said Declaration authorizes amendments to the Declaration and Bylaws, and

WHEREAS, a meeting of the Association's Unit Owners was held on or about January 16, 2007, and, at such meeting and any adjournment thereof, Unit Owners representing not less than 75% of the voting power of the Association executed, in person or by proxy, an instrument in writing setting forth specifically the matters to be added (the "Amendment"), and

WHEREAS, the Association has in its records the signed, written consents to the Amendment signed by Unit Owners representing 75.09% of the Association's voting power, and

WHEREAS, the Association has in its records the power of attorney signed by Unit Owners representing 75.09% 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 a Certification of the Association's President and Secretary that the Amendment was duly adopted by the Association's Unit Owners, 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, and

NOW THEREFORE, the Declaration of Condominium for The Georgetown Condominium is hereby amended by the following:



John A Donofrio, Summit Fiscal Officer

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CONDO 84.00

DELETE DECLARATION ARTICLE XI, SECTION E entitled, "Leasing," in its entirety. Said deletion is to be taken from Pages 21-22 of the Declaration, as recorded at Summit County Records, Volume 5264, Page 147 et seq. and as amended at Instrument No. 55298058.

INSERT a new DECLARATION ARTICLE XI, SECTION E entitled, "Leasing." Said new addition, to be added on Pages 21-22 of the Declaration, as recorded at Summit County Records, Volume 5264, Page 147 et seq. and as amended at Instrument No. 55298058, is as follows:

E Leasing. 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 Unit 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 or renting his/her Unit at the time of recording of this amendment with the Summit County Fiscal 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 an Unit be rented or leased 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. Any land contract for the sale of an Unit must be recorded and a recorded copy of the same shall be delivered to the Board. Any land contract not recorded shall be considered an impermissible lease.



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CONDO 64.00

John A Donofrio, Summit Fiscal Officer

5. All exempted leases must be in writing. The lessee must abide by the terms of the Declaration, Bylaws, and rules and regulations. The Unit owner shall relinquish all amenity privileges, but 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.

6. 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 (10) 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.

IN WITNESS WHEREOF, The Georgetown Condominium Association of Akron has caused the execution of this instrument this 5<sup>th</sup> day of July, 2007.

THE GEORGETOWN CONDOMINIUM ASSOCIATION OF AKRON

By: Joy McGinnis  
JOY MCGINNIS, its President

By: Barb Dzero  
BARB DZURO, its Secretary



John A Donofrio, Summit Fiscal Officer

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CONDO 64.00

STATE OF OHIO )  
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COUNTY OF SUMMIT )

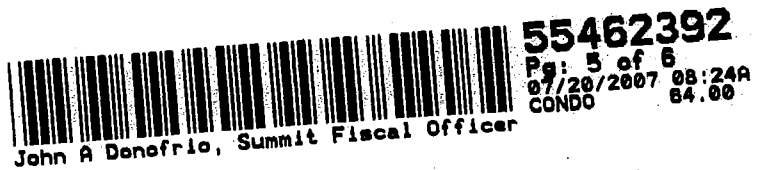
SS

BEFORE ME, a Notary Public, in and for said County, personally appeared the above named The Georgetown Condominium Association of Akron by its President and its Secretary, who acknowledged that they did sign the foregoing instrument, on Page 4 of 6, 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 Akron, Ohio, this 5<sup>th</sup> day of July, 2007.

Susan M School  
NOTARY PUBLIC

SUSAN M SCHOOL  
My Commission Expires  
DEC. 15, 2008

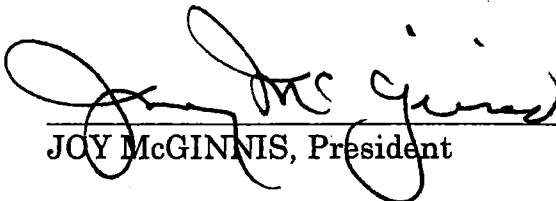


*EW*  
This instrument prepared by:  
KAMAN & CUSIMANO, Attorneys at Law  
2000 Terminal Tower  
50 Public Square  
Cleveland, Ohio 44113  
(216) 696-0650

EXHIBIT A

CERTIFICATION OF BOARD OFFICERS

The undersigned, being the duly elected and qualified President and Secretary of The Georgetown Condominium Association of Akron, hereby certify that the Amendment to the Declaration and Bylaws was duly adopt in accordance with Article XIV of the Declaration.

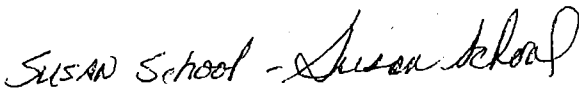
  
\_\_\_\_\_  
JOY MCGINNIS, President

  
\_\_\_\_\_  
BARB DZURO, Secretary

STATE OF OHIO                    )  
  )  
COUNTY OF SUMMIT            )        SS

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

IN TESTIMONY WHEREOF, I have hereunto set my hand and official seal in Akron, Ohio, this 5<sup>th</sup> day of July, 2007.

  
\_\_\_\_\_  
NOTARY PUBLIC                    *MY COMMISSION EXPIRES*  
  *DEC. 15 2008*