

THE ENCLAVE AT ROSEMONT RIDGE CONDOMINIUM OWNERS' ASSOCIATION, INC.



Memo

To: The Association Membership
From: KareCondo
Date: July 24, 2014
Re: Amendments to the Declaration of Condominium Ownership

Dear Member:

Enclosed, please find a copy of the approved **Occupancy Restriction Amendment, FHA Compliance Amendment and Utility Maintenance and Soundproofing Amendments** to the Declaration of Condominium Ownership for The Enclave at Rosemont Ridge, effective December 3, 2013, June 27, 2014 and June 26, 2014 respectively. Please be sure to file these Amendments with your copy of the Declaration and Bylaws, and remember that the governing documents (the Declaration as amended, Bylaws and Rules & Regulations) must be passed on to any future buyer of your Unit.

Following the **Occupancy Restriction Amendment**, Tier III sexual offenders for whom the County Sheriff must provide notice are now prohibited from living or residing on the property. Pursuant to Ohio Revised Code Section 2950.11, the sheriff must notify either the individual owners or the Association of a Tier III sexual offender. If the Management Company and/or Association receives such notification, the Association will photocopy the notice and distribute it to all residents. By informing the residents of the presence of a Tier III sexual offender, the Board is allowing residents to take individual precautions that they deem appropriate until the Association can initiate legal action to have the Tier III sexual offender removed from the property. This amendment passed by 79.81% of the Membership.

Pursuant to Ohio law, the Board enacted an amendment to the Declaration (the **FHA Compliance Amendment**) so that the Association is now in a position to be compliant with Federal mortgagees', insurers' and lending institutions' owner-occupancy requirements by limiting leasing to 50% of the units and limiting any one individual to ownership of no more than 50% of the units within. This amendment (FHA Compliance Amendment) should assist future potential buyers in obtaining financing and current owners in obtaining refinancing.

The **Utility Maintenance and Soundproofing Amendments** passed by 75.96% and 76.92% of the Membership respectively.

Thank you for your time and attention to this matter. If you should have any questions, please contact KareCondo.

AMENDMENTS TO THE
DECLARATION OF CONDOMINIUM OWNERSHIP
FOR
THE ENCLAVE: A CONDOMINIUM COMMUNITY

PLEASE CROSS MARGINAL REFERENCE WITH THE DECLARATION OF CONDOMINIUM OWNERSHIP FOR THE ENCLAVE: A CONDOMINIUM COMMUNITY RECORDED AT INSTRUMENT NO. 55783783 OF THE SUMMIT COUNTY RECORDS.

THIS WILL CERTIFY THAT A COPY OF THESE AMENDMENTS TO THE DECLARATION OF CONDOMINIUM OWNERSHIP FOR THE ENCLAVE: A CONDOMINIUM COMMUNITY WAS FILED IN THE OFFICE OF THE FISCAL OFFICER OF SUMMIT COUNTY, OHIO.

KRISTEN M. SCALISE CPA, CFE

DATED: 6/26/14 _____

BY: _____
FISCAL OFFICER

By: Katie Mancino
Katie Mancino

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Kristen Scalise, Summit Co Fiscal Office

AMENDMENTS TO THE
DECLARATION OF CONDOMINIUM OWNERSHIP FOR
THE ENCLAVE: A CONDOMINIUM COMMUNITY

WHEREAS, the Declaration of Condominium Ownership for The Enclave: A Condominium Community (the "Declaration") and the Bylaws of The Enclave Condominium Owners' Association, Inc. (the "Bylaws"), were recorded at Summit County Records, Instrument No. 55783783, and

WHEREAS, The Enclave at Rosemont Ridge Condominium Owners' Association, Inc. (the "Association") is a corporation consisting of all Unit Owners in Enclave at Rosemont Ridge Condominium and as such is the representative of all Unit Owners, and

WHEREAS, Declaration Article XIII, Section A authorizes amendments to the Declaration and Bylaws Article VII, Section 10 authorizes amendments to the Bylaws, and

WHEREAS, Unit Owners representing at least 75% of the Association's current 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 B signed by Unit Owners representing 75.96% of the Association's voting power as of May 2, 2014, and

WHEREAS, the Association has in its records the power of attorney signed by Unit Owners representing 75.96% of the Association's voting power authorizing the Association's officers to execute Amendment B on their behalf, and

WHEREAS, the Association has in its records the signed, written consents to the Amendment C signed by Unit Owners representing 76.92% of the Association's voting power as of May 2, 2014, and

WHEREAS, the Association has in its records the power of attorney signed by Unit Owners representing 76.92% of the Association's voting power authorizing the Association's officers to execute Amendment C 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 Declaration of Condominium Ownership for The Enclave: A Condominium Community is hereby amended by the following:

AMENDMENT A

*Amendment Previously Recorded on December 3, 2013
at Instrument No. 56012710*

AMENDMENT B

MODIFY the 1st SENTENCE of DECLARATION ARTICLE II, SECTION (C)(1) entitled, "The Association." Said modification, to be made on Pages 12-13 of the Declaration, as recorded at Summit County Records, Instrument No. 55783783, is as follows (deleted language is crossed-out; new language is underlined):

The Association shall manage the Common Elements, including Limited Common Elements and Exclusive Use Areas, and shall maintain and keep the same in a state of good working order, condition, ~~and repair, and replacement,~~ in a clean, neat, safe and sanitary condition, and in conformity with all laws, ordinances and regulations applicable to Common Elements, by promptly, properly and in a good and workmanlike manner, making all reasonable maintenance, repairs, replacements, alterations and other improvements necessary to comply with the foregoing, with the exception that Unit Owner is liable for keeping clean Limited Common Elements and Exclusive Use Areas, assigned to his/her/their Unit as well as maintaining, repairing, and replacing the air conditioning pad, if any and all portions of the utility service and facilities including, but not limited to, lines, pipes, wires, ducts, conduits, plugs, and/or values serving only his/her/their Unit whether located inside or outside the Unit, the Limited Common Elements, or the Common Elements.

MODIFY the SUBSECTION (a) in DECLARATION ARTICLE II, SECTION (C)(2) entitled, "Unit Owner." Said modification, to be made on Page 13 of the Declaration, as recorded at Summit County Records, Instrument No. 55783783, is as follows (deleted language is crossed-out; new language is underlined):

- (a) To maintain, repair and replace at his/her/their expense all portions of his/her/their Unit, and all internal installations of such Unit such as appliances, plumbing, electrical, heating and air conditioning fixtures or installations, ~~and any portion of any other utility service facilities~~ located within the Unit boundaries and including the outside air conditioning pad, if any. To maintain, repair, and replace and all portions of any utility service and facilities, including, but not limited to, lines, pipes, wires, ducts, conduits, plugs, and/or valves serving only his/her/their Unit whether located inside or outside the Unit, the Limited Common Elements, or Common Elements, other than such utility facilities serving other Units.

Any conflict between this provision and any other provisions of the Declaration and Bylaws shall be interpreted in favor of this amendment making the individual Unit Owners responsible for the maintenance, repair, and replacement of all utility facilities serving his/her/their Unit whether located within the bounds of the Unit, Limited Common Elements, or Common Elements. 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.

AMENDMENT C

INSERT a new SECTION (N) to DECLARATION ARTICLE VII, entitled, "COVENANTS AND RESTRICTIONS AS TO USE AND OCCUPANCY." Said



new addition, to be added on Page 32 of the Declaration, as recorded at Summit County Records, Instrument No. 55783783, is as follows:

- (N) Due to the construction of the buildings at Enclave at Rosemont Ridge and concerns related to noise transmission between floors of the Buildings, the replacement and installation of flooring materials within Units, other than carpeting, with padding, of equal or greater quality and thickness of the carpeting, including the padding, is strictly subject to prior Board written approval and any Rules as the Board may from time to time adopt. Such Rules may include, without limitation, minimum requirements for sound-deadening or other acoustical materials, and a statement as to Unit Owner responsibility for the cost of repairs and/or replacement of flooring materials other than carpeting, including padding, which are needed or arise in conjunction with the Association's maintenance, repair and replacement of any portion of the Common Elements.

Any conflict between this provision and any other provisions of the Declaration and/or Bylaws shall be interpreted in favor of this restriction pertaining to installation of and responsibility for flooring materials other than carpeting within 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 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.



