



August 9, 2019

RE: Lease Restriction Amendment

Dear Unit Owners:

Please find enclosed a copy of the fully executed and recorded Leasing Restriction Amendment which was filed with the Geauga County Recorder's Office on July 8, 2019, as Instrument Number 201900951182 (OR Book 2074, Page 433 et seq.) and became binding and effective on the date it was filed.

The Woods at Auburn Lakes is now an owner occupied community. Leasing of units is now prohibited except in the following circumstances:

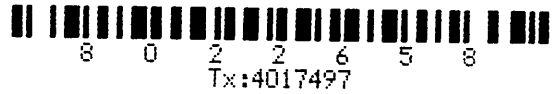
- a) Units occupied by the owner's parent(s) or child(ren) are not considered to be "rentals".
- b) Owners currently leasing their units must register their unit with the Association within 90 days of July 8, 2019, the day the amendment was filed with the Geauga County Recorder's Office, in order to continue to lease the unit until title to the unit is transferred to a subsequent owner.
- c) Every owner may lease their unit when faced with a hardship, for a maximum of 12 months. If the owner is delinquent, prior

Board approval is required to rent the unit. Any leases in existence before July 8, 2019, are not subject to the 12 month exemption.

We suggest keeping this copy of the amendment with the unit's Declarations and Bylaws. Please be sure to pass these documents along to any subsequent unit owners.

Sincerely yours,

Edward Ryder
Board President



201900951182
 Filed for Record in
 GAUGA COUNTY OHIO
 SHARON C. GINGERICH, RECORDER
 07/08/2019 03:30 PM
 AMEN 96.00
 OR Book 2074 Page 433

AMENDMENT TO THE
DECLARATION OF CONDOMINIUM OWNERSHIP
FOR
THE WOODS AT AUBURN LAKES CONDOMINIUM

PLEASE CROSS MARGINAL REFERENCE WITH THE DECLARATION OF CONDOMINIUM OWNERSHIP FOR THE WOODS AT AUBURN LAKES CONDOMINIUM RECORDED AT VOLUME 1008, PAGE 622 ET SEQ. OF THE GAUGA COUNTY RECORDS.

AMENDMENT TO THE
DECLARATION OF CONDOMINIUM OWNERSHIP FOR
THE WOODS AT AUBURN LAKES CONDOMINIUM

RECITALS

A. The Declaration of Condominium Ownership for The Woods at Auburn Lakes Condominium (the "Declaration") and the Bylaws of The Woods at Auburn Lakes Association, Inc. Condominium Owners' Association (the "Bylaws"), Exhibit B the Declaration, were recorded at Geauga County Records, Volume 1008, Page 622 et seq.

B. The Woods at Auburn Lakes Association, Inc. (the "Association") is a corporation consisting of all Unit Owners in the Woods at Auburn Lakes Condominium and as such is the representative of all Unit Owners.

C. Declaration Article XII, Section (A) authorizes amendments to the Declaration and Bylaws Article VII, Section 10 authorizes amendments to the Bylaws.

D. Unit 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 matter to be modified (the "Amendment").

E. As of June 4, 2019, Unit Owners representing 77.89 percent of the Association's voting power have signed and delivered to the Association written consents, along with powers of attorney, in favor of the Amendment and authorizing the Association's officers to execute the Amendment on their behalf.

F. Attached as Exhibit A is an Affidavit of the Association's President stating that copies of the Amendment will be mailed or hand delivered to all first mortgagees on the records of the Association and all Unit Owners once the Amendment is recorded with the Geauga County Recorder's Office and that Unit Owners representing at least 75 percent of the Association's voting power affirmatively approved the Amendment, in writing.

G. 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 Amendment.

H. 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.

AMENDMENT

The Declaration of Condominium Ownership for The Woods at Auburn Lakes Condominium is amended by the following:

DELETE DECLARATION ARTICLE XVI, SECTION (B) entitled, "Unit Owner's Right to Lease Unit," in its entirety. Said deletion to be taken from Page 42 of the Declaration, as recorded at Geauga County Records, Volume 1008, Page 622 et seq. and as amended at Instrument No. 200500712277.

INSERT a new DECLARATION ARTICLE XVI, SECTION (B) entitled, "Leasing of Units." Said new addition, to be added to Page 42 of the Declaration, as recorded at Geauga County Records, Volume 1008, Page 622 et seq., is as follows:

(B) Leasing of Units.

(1) To create a community of resident Unit Owners, to remain within mortgagee owner-occupancy limitations, and to further protect and preserve the Declaration's fundamental purposes set forth in the Declaration, including the preservation of property values and the well-being of Unit Owners and Occupants; no Unit can 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, subject to the following:

(a) The above prohibition does not apply to:

(i) Units that are occupied by the parent(s) or child(ren) of the Unit Owner; or,

(ii) Units that are leased or rented to a third party by the Unit Owner of the Unit as of the date this amendment is recorded with the Geauga County Recorder's Office, and which the Unit Owner has registered with the Association as a "leased unit" (referred to as "Grandfathered Units") within 90 days of the recording of this amendment; a Grandfathered Unit may continue to be leased until titled ownership of the Unit is transferred to a subsequent Unit Owner; upon the date of title transfer, the Unit is no longer a Grandfathered Unit and is no longer excepted from this lease prohibition; or,

(iii) Units that meet a special situation and to avoid a practical difficulty or other undue hardship, each Unit Owner has the right to lease their Unit to a specified renter/tenant for a one-time period of no more than 12 consecutive calendar months, subject to the restrictions and requirements as identified in subparagraphs (b), (c), and (d) below (referred to as "Hardship Units"). To exercise this right:

(a) The Unit Owner must provide the Board with prior, written notice of the lease at least 10 business days prior to its commencement;

(b) The Unit Owner may not be more than 60 days delinquent in payment of any assessment or other amount due to the Association. If the Unit Owner is more than 60 days past due in payment, the Unit Owner will request from the Board a one-time hardship exception and will not lease the Unit until the Board approves the request.

(iv) The Association as a Unit Owner of any Unit or to the Association as a Lessor or Lessee.

(b) Grandfathered Units or Hardship Units are subject to the following conditions and restrictions:

(i) Lease terms must be for 12 full, consecutive calendar months;

(ii) Leases must be provided to the Board at least 10 days prior to the commencement of the lease term;

(iii) No Unit may be leased, let, or rented to any business or corporate entity for the purpose of corporate housing or similar use;

(iv) No Unit may be sub-leased, sublet, or rented by a tenant;

(v) No individual room, part, or sub-part of any Unit may be leased, let, or rented;

(vi) The Association has at all times a limited power-of-attorney from and on behalf of any Unit Owner who is more than 60 days past due in the payment of any Assessment or other amounts due to the Association. The limited power-of-attorney permits the Association to collect the lease or rent payments directly from the lessee, tenant, or renter until the amount owed to the Association is paid in full.

(vii) The lessee, tenant, or renter must abide by the terms of the Declaration, Bylaws, and rules and regulations.

(viii) When a Unit Owner leases their Unit, the Unit Owner relinquishes all amenity privileges, but continues to be responsible for all obligations of ownership of their Unit and is jointly and severally liable with the lessee, tenant, or renter to the Association for the conduct of the lessee, tenant, or renter and any damage to Association property.

(ix) In accordance with Ohio law, the Association may initiate eviction proceedings to evict any lessee, tenant, or renter for violation of the Declaration, Bylaws, rules, or applicable laws, by any Occupant of the Unit, or the Unit Owner of the Unit. The action will 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 State law, the Association will give the Unit Owner(s) at least 10 days written notice of the intended eviction action. The costs of any eviction action, including reasonable attorneys' fees, will be assessed to the Unit Owner(s) and the Unit's account and is a lien against that Unit.

(c) Any land contract for the sale of a Unit must be recorded with the Geauga County Recorder's Office. A recorded copy of the land contract must be delivered to the Board of Directors within 30 days of its recording. Any unrecorded land contract is a prohibited lease.

(d) The Board may adopt and enforce rules and definitions in furtherance, but not in contradiction of the above provisions, including, rules to address and eliminate attempts to circumvent the meaning or intent of this Section (B) and in furtherance of the preservation of The Woods at Auburn Lakes Association, Inc. as an owner-occupied community and against the leasing of Units for investment or other purposes. The Board has full power and authority to deny the occupancy of any Unit by any person or family if the Board, in its sole

discretion, determines that the Unit Owner of such Unit is intending or seeking to circumvent the meaning, purpose, or intent of this Section (B).

Any conflict between this provision and any other provisions of the Declaration and Bylaws will be interpreted in favor of this restriction on the leasing 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 Unit 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. Any contest or other legal challenge to the validity of this amendment must be brought in the court of common pleas within one year of the recording of this amendment.

The Woods at Auburn Lakes Association, Inc. has caused the execution of this instrument this 27 day of JUNE, 2019.

THE WOODS AT AUBURN LAKES ASSOCIATION, INC.

By: Edward M Ryder
EDWARD M. RYDER, President

By: Sylvia Mustonen
SYLVIA MUSTONEN, Secretary

STATE OF OHIO)
)
COUNTY OF Cuyahoga) SS

BEFORE ME, a Notary Public, in and for said County, personally appeared the above-named The Woods at Auburn Lakes Association, Inc., by its President and its Secretary, who acknowledged that they did sign the foregoing instrument, on Page 7 of 10, 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 27 day of June, 2019.

Janette McKinney
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 A

AFFIDAVIT

STATE OF OHIO)
)
COUNTY OF Cuyahoga) SS

EDWARD M. RYDER, being first duly sworn, states as follows:

1. He is the duly elected and acting President of The Woods at Auburn Lakes Association, Inc.
2. He will cause copies of the Amendment to the Declaration to be mailed or hand delivered to all first mortgagees having bona fide liens of record against any Unit Ownerships of whose mortgage interests notice had been given to the Association and all Unit Owners once the Amendment is recorded with the Geauga County Recorder's Office and that Unit Owners representing at least 75 percent of the Association's voting power affirmatively approved the Amendment, in writing.

Edward M Ryder
EDWARD M RYDER, President

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

I have set my hand and official seal this 27 day of June, 2019.

Shelley McKinney
NOTARY PUBLIC



EXHIBIT B

CERTIFICATION OF SECRETARY

STATE OF OHIO)
)
COUNTY OF Cuyahoga) SS

SYLVIA MUSTONEN, the duly elected and acting Secretary of The Woods at Auburn Lakes Association, Inc., certifies there are no, as the term is used in Declaration Article XII, Section (A), "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.



SYLVIA MUSTONEN, Secretary

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

I have set my hand and official seal this 27 day of June, 2019.



NOTARY PUBLIC

