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 <p>Instrument Number: 201706090077681 Recorded Date: 06/09/2017 8:24:15 AM</p>  <p>Daniel J. O'Connor Jr. Franklin County Recorder 373 South High Street, 18th Floor Columbus, OH 43215 (614) 525-3930 http://Recorder.FranklinCountyOhio.gov Recorder@FranklinCountyOhio.gov</p>	<p>Return To (Mailing Label): KAMAN & CUSIMANO LLC 470 OLDE WOORTHINGTON RD STE 460 COLUMBUS, OH 43082</p> <p>Mailing Label</p>												
<p>Transaction Number: T20170036863 Document Type: DECLARATION Document Page Count: 9</p>													
<p>Submitted By (Walk-In): KAMAN & CUSIMANO LLC 470 OLDE WOORTHINGTON RD STE 460 COLUMBUS, OH 43082</p> <p>Walk-In</p>													
<p>First Grantor: CORONADO WOODS ASSN</p>	<p>First Grantee: CORONADO WOODS CONDOMINIUM NO 1</p>												
<p>Fees:</p> <table><tr><td>Document Recording Fee:</td><td>\$28.00</td></tr><tr><td>Additional Pages Fee:</td><td>\$56.00</td></tr><tr><td>Marginal Reference Fee:</td><td>\$4.00</td></tr><tr><td>Total Fees:</td><td>\$88.00</td></tr><tr><td>Amount Paid:</td><td>\$88.00</td></tr><tr><td>Amount Due:</td><td>\$0.00</td></tr></table>	Document Recording Fee:	\$28.00	Additional Pages Fee:	\$56.00	Marginal Reference Fee:	\$4.00	Total Fees:	\$88.00	Amount Paid:	\$88.00	Amount Due:	\$0.00	<p>Instrument Number: 201706090077681 Recorded Date: 06/09/2017 8:24:15 AM</p>
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OFFICIAL RECORDING COVER PAGE

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TRANSFER
NOT NECESSARY

JUN 08 2017

CLARENCE E. MINGO II
AUDITOR
FRANKLIN COUNTY, OHIO

CONVEYANCE TAX EXEMPT	
M	MWD
CLARENCE E. MINGO II FRANKLIN COUNTY AUDITOR	

9

AMENDMENT TO THE
DECLARATION OF CONDOMINIUM OWNERSHIP
FOR
CORONADO WOODS CONDOMINIUM NO. 1

PLEASE CROSS MARGINAL REFERENCE WITH THE DECLARATION OF
CONDOMINIUM OWNERSHIP FOR CORONADO WOODS CONDOMINIUM
NO. 1 RECORDED AT VOLUME 3383, PAGE 26 ET SEQ. OF THE FRANKLIN
COUNTY RECORDS.

AMENDMENT TO THE
DECLARATION OF CONDOMINIUM OWNERSHIP FOR
CORONADO WOODS CONDOMINIUM NO. 1

WHEREAS, the Declaration of Condominium Ownership for Coronado Woods Condominium No. 1 (the "Declaration"), and the Bylaws of Coronado Woods Association (the "Bylaws") were recorded at Franklin County Records, Volume 3383, Page 26 et seq., and

WHEREAS, the Coronado Woods Association (the "Association") is a corporation consisting of all Unit owners in Coronado Woods Condominium and as such is the representative of all Unit owners, and

WHEREAS, Condominium Declaration Article XII authorizes amendments to the Declaration, and Bylaws Article XII authorizes amendments to the Bylaws, and

WHEREAS, Unit owners representing at least 75% 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 "Amendments"), and

WHEREAS, the Association has in its records the signed, written consents to the Amendments signed by Unit owners representing 75% of the Association's voting power as of May 17, 2017, and

WHEREAS, the Association has in its records the power of attorney signed by Unit owners representing 75% of the Association's voting power authorizing the Association's officers to execute the Amendments 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 and Bylaws amended by the following:

OCCUPANCY RESTRICTION

INSERT a new DECLARATION ARTICLE III, SECTION 3 entitled, "Occupancy Restriction." Said new addition, to be added on Page 2 of the Declaration, as recorded at Franklin County Records, Volume 3383, Page 26 et seq., is as follows:

Section 3. Occupancy Restriction. A person who is classified a Tier III or Tier II sexual offender/child-victim offender, or any future equivalent classification, and for whom the County Sheriff or other government entity must provide community notification of the sex offender's residence is prohibited from residing in or occupying a Unit or remaining in or on the Condominium Property for any length of time. The classification of a sexual offender/child-victim offender and determination of whether notice is required is made by a court of law pursuant to the Ohio Sex Offenders Act, as may be amended and/or renamed from time to time, or similar statute from another jurisdiction. The Association is not, however, liable to any Unit Owner or Occupant, or anyone visiting any Unit Owner or the Association, as a result of the Association's alleged failure, whether negligent, intentional, or otherwise, to enforce the provisions of this restriction.

LEASING RESTRICTION

INSERT a new DECLARATION ARTICLE III, SECTION 4 entitled, "Leasing of Units." Said new addition, to be added on Page 2 of the Declaration, as recorded at Franklin County Records, Volume 3383, Page 26 et seq., is as follows:

Section 4. Leasing of Units. 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. The intent of this restriction is to create and maintain a community of resident Unit Owners, subject to the following:

- A. This restriction does not apply to:
- (1) Units that are occupied by the parent(s) or child(ren) of the Unit Owner(s); or,
 - (2) any Unit Owner(s) leasing or renting his/her/its Unit at the time of recording of this amendment with the

Franklin County Recorder's Office, and who has registered his/her/its Unit as being leased with the Association within ninety days of the recording of this amendment ("Grandfathered Unit"), said Unit Owner(s) can continue to enjoy the privilege of leasing that Unit until the title to said Grandfathered Unit is transferred to a subsequent Unit Owner(s), at which time the Unit will no longer be classified as a Grandfathered Unit.

- B. To meet a special situation and to avoid a practical difficulty or other undue hardship, each Unit Owner(s) has the right to lease his/her Unit to a specified lessee for a one-time period of no more than twenty-four consecutive months. To exercise this right, the Unit Owner cannot be more than thirty days delinquent in any assessment or other payment due to the Association and the Unit Owner must provide the Board with prior, written notice at least ten business days prior to the commencement of the lease. If the Unit Owner is more than thirty days delinquent, the Unit Owner may request and receive a one-time hardship exception only with the Board's prior written consent.
- C. In no event can a Unit be rented or leased by the Unit Owner(s) for transient purposes, which is defined to mean a rental for any period less than six 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.
- D. In addition, the Association has at all times a limited power-of-attorney from and on behalf of any Unit Owner who is more than thirty days delinquent in the payment of any Assessment or charges due the Association to collect the lease/rent payments directly from the delinquent Unit Owner's tenant/renter until such delinquency is paid in full.
- E. Any land contract for the sale of a Unit must be recorded with the Franklin County Recorder's Office and a recorded

copy of the land contract must be delivered to the Board within thirty days of such recording. Any land contract not recorded is an impermissible lease.

- F. All leases must be in writing. The lessee must abide by the terms of the Declaration, Bylaws, and rules and regulations. When a Unit Owner leases his/her Unit, the Unit Owner(s) relinquishes all amenity privileges, but continue(s) to be responsible for all obligations of ownership of his/her Unit and is/are jointly and severally liable with the lessee to the Association for the conduct of the lessee and/or any damage to property. The Unit Owner(s) must deliver a copy of any lease to the Board prior to the beginning of the lease term.
- G. In addition to the provisions of Paragraphs A and B of this Section, to comply with Federal Housing Administration requirements, at any given time a maximum of one Unit may be leased or rented without the need for any showing of a hardship or other exception to the leasing restriction in this Section. The leasing of such Unit is subject to all other covenants and restrictions in the Declaration and Bylaws, including this Section, and the Rules and Regulations. The Board is granted the full power and authority to set Rules and Regulations regarding such rental, including but not limited to the ability to set procedures and priorities, as the Board deems necessary.
- H. The Board may adopt and enforce Rules and/or definitions in furtherance, but not in contradiction of the above provisions, including, without limitation, rules to address and eliminate attempts to circumvent the meaning or intent of this Section 4 and in furtherance of the preservation of Coronado Woods as an owner-occupied community and against the leasing of Units for investment or other purposes. The Board further 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 or intent of this Section 4.

COST OF ENFORCEMENT

INSERT a new 2nd PARAGRAPH to DECLARATION ARTICLE XIII, SECTION 4. Said new addition, to be added on Page 11 of the Declaration, as recorded at Franklin County Records, Volume 3383, Page 26 et seq., is as follows:

The Board may levy reasonable enforcement assessments if any Unit Owner (either by his or her conduct or by the conduct of any Occupant or guest of his or her Unit) violates any provision of the Declaration, Bylaws, or rules. The Board may also levy reasonable charges for damage to the Common Elements or any part of the Condominium Property for which the Association is responsible to maintain. Said Unit Owner must pay to the Association, in addition to any other sums due, any enforcement assessments, any charges for damage, and all fees, costs, and expenses the Association incurs in connection with the enforcement of any provision of the Declaration, Bylaws, or rules and/or repair of damage, including reasonable attorneys' fees and/or court costs. Said enforcement assessments, charges for damage, fees, costs, and expenses will be charged as a special assessment against said Unit, and is the personal obligation of said Unit Owner. The Association, in addition to all other remedies available, has the right to place a lien on the estate or interest in the Unit of said Unit Owner as further explained and set forth in Declaration Article XI.

INDEMNIFICATION

INSERT a new BYLAWS ARTICLE IV, SECTION 7 entitled, "Indemnification of Directors, Officers, and Committee Members." Said new addition, to be added on Page 3 of the Bylaws, attached to and made part of the Declaration, as recorded at Franklin County Records, Volume 3383, Page 26 et seq., is as follows:

Section 7. Indemnification of Directors, Officers, and Committee Members. The Association must indemnify: (1) any current or former Association Director, (2) any current or former Association officer, (3) any current or former Association committee member, and/or (4) any of said Director's, officer's, or committee member's respective heirs, executors, and administrators; against reasonable expenses, including attorneys' fees, judgments, decrees, fines, penalties, or amounts paid in settlement, actually and necessarily incurred by

him/her in connection with the defense of any pending or threatened action, suit, or proceeding, criminal or civil, to which he/she is or may be made a party by reason of being or having been such Director, officer, or committee member provided it is determined, in the manner set forth below, that (i) such Director, officer, or committee member was not and is not adjudicated to have been grossly negligent or guilty of misconduct in the performance of his/her duty to the Association; (ii) such Director, officer, or committee member acted in good faith in what he/she reasonably believed to be in, or not opposed to, the Association's best interest; (iii) in any criminal action, suit, or proceeding, such Director, officer, or committee member had no reasonable cause to believe that his/her conduct was unlawful and is not convicted of theft or other theft related crime including but not limited to larceny, forgery, false pretenses, fraud, embezzlement, conversion, and/or any conspiracy related to any such theft related crime; and (iv) in case of settlement, the amount paid in the settlement was reasonable.

The above determination required will be made by written opinion of independent legal counsel the Board chooses. Notwithstanding the opinion of legal counsel, to the extent that a Director, officer, or committee member is successful in defense of any action, suit, or proceeding, or in the defense of any claim, issue, or matter, he/she must, in that event, be indemnified.

(a) Advance of Expenses. The Association may advance funds to cover expenses, including attorneys' fees, with respect to any pending or threatened action, suit, or proceeding prior to the final disposition upon receipt of a request to repay such amounts.

(b) Indemnification Not Exclusive; Insurance. The indemnification provided for in this Section is not exclusive, but is in addition to any other rights to which any person may be entitled under the Articles of Incorporation, the Declaration, these Bylaws, or rules and regulations of the Association, any agreement, any insurance provided by the Association, the provisions of Ohio Revised Code Section 1702.12(E) and its successor statutes, or otherwise. The Association must purchase and maintain insurance on behalf of any person who is or was a Director, officer, or committee member against any liability asserted against him/her or incurred by him/her in such capacity

or arising out of his/her status as a Director, officer, or committee member.

(c) Directors, Officers, and Committee Members Liability. The Association's Directors, officers, and committee members are not personally liable to the Unit Owners for any mistake of judgment, negligence, or otherwise, except for their own willful misconduct or bad faith. The Association's indemnification includes, but is not limited to, all contractual liabilities to third parties arising out of contracts made on behalf of the Association and every contract or agreement made by any Director, officer, or committee member will mean that such Director, officer, or committee member is acting only as a representative of the Association and will have no personal liability, except with respect to any such contracts made in bad faith or contrary to the provisions of the Declaration or these Bylaws and/or as a Unit Owner.

(d) Cost of Indemnification. Any sum paid or advanced by the Association under this Section constitutes a Common Expense. The Board has the power and the responsibility to raise, by special Assessment or otherwise, any sums required to discharge the Association's obligations under this Section; provided, however, that the liability of any Unit Owner arising out of the contract made by any Director, officer, or committee member or out of the aforesaid indemnity in favor of such Director, officer, or committee member is limited to such proportion of the total liability as said Unit Owner's pro rata share bears to the total percentage interest of all the Unit Owners as members of the Association.

Any conflict between this provision and any other provisions of the Declaration and Bylaws are to be interpreted in favor of this amendment for the occupancy of units, leasing of units, cost of enforcement, and the indemnification of the Association's Directors, officers, and committee members. 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.

The Coronado Woods Association has caused the execution of this instrument this 6th day of June, 2017.

CORONADO WOODS ASSOCIATION

By: [Signature]
JOHN CHRISTIANSEN, its President

By: [Signature]
DIANE THORLA-HANDY, its Secretary

STATE OF OHIO)
COUNTY OF Franklin) SS

BEFORE ME, a Notary Public, in and for said County, personally appeared the above named Coronado Woods Association, by its President and its Secretary, 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.

I have set my hand and official seal in Reynoldsburg Ohio, this 6th day of June, 2017.

[Signature]
NOTARY PUBLIC

This instrument prepared by:
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