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Ashtabula County, Ohio
Barbara Schaab Recorder
File# 2022-00011699
BK **784** PG **168-179**

AMENDMENT TO THE
AMENDED AND RESTATED
DECLARATION OF CONDOMINIUM OWNERSHIP
FOR
MARINERS POINT CONDOMINIUM

PLEASE CROSS MARGINAL REFERENCE WITH THE AMENDED AND RESTATED DECLARATION OF CONDOMINIUM OWNERSHIP FOR MARINERS POINT CONDOMINIUM RECORDED AT BOOK 592, PAGE 844 ET SEQ. OF THE ASHTABULA COUNTY RECORDS.

**AMENDMENT TO THE
AMENDED AND RESTATED DECLARATION OF CONDOMINIUM
OWNERSHIP FOR MARINERS POINT CONDOMINIUM**

RECITALS

- A. The Amended and Restated Declaration of Condominium Ownership for Mariners Point Condominium (the "Declaration") and the Amended and Restated Bylaws of Mariners Point Condominium Association (the "Bylaws"), Exhibit A the Declaration, were recorded at Ashtabula County Records, Book 592, Page 844 et seq.
- B. The Mariners Point Condominium Association (the "Association") is a corporation consisting of all Unit Owners in Mariners Point Condominium and as such is the representative of all Unit Owners.
- C. Declaration Article XVI authorizes amendments to the Declaration.
- 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 August 26, 2022, Unit Owners representing 76.402 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 the amendment received the written approval of the Unit Owners and mortgagees as required by the Declaration and stating that copies of the Amendment will be mailed by certified mail to all Unit Owners and all first mortgagees having bona fide liens of record against any Unit ownership.
- G. Attached as Exhibit B is an Affidavit of the Association's President and Secretary stating that the amendment received the written approval of the Unit Owners and mortgagees as required by the Declaration.
- H. Attached as Exhibit C is a certification of the Association's Secretary as to the consenting mortgagees, on the records of the Association, to the Amendment.

I. The Association has complied with the proceedings necessary to amend the Declaration, as required by Chapter 5311 of the Ohio Revised Code and the Declaration, in all material respects.

AMENDMENT

The Amended and Restated Declaration of Condominium Ownership for Mariners Point Condominium is amended by the following:

DELETE DECLARATION ARTICLE XI, SECTION 12 entitled, "Rental of Units," in its entirety. Said deletion to be taken from the Declaration, as recorded at Ashtabula County Records, Book 592, Page 844 et seq.

INSERT a new DECLARATION ARTICLE XI, SECTION 12 entitled, "Leasing of Units." Said new addition, to be added to the Declaration, as recorded at Ashtabula County Records, Book 592, Page 844 et seq., is as follows:

12. Leasing of Units. To create a community of resident Unit Owners and to remain within mortgagee Unit Owner-occupancy limitations, 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 Ashtabula County Recorder's Office, and which the Unit Owner has registered with the Association as a "leased Unit" (referred to as "Exempt Units") within 90 days of the recording of this amendment; an Exempt Unit may continue to be leased until titled Unit Ownership of the Unit is transferred to a subsequent Unit Owner; upon the date of title transfer, the Unit is no longer an

Exempt 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 24 consecutive calendar months, subject to the restrictions and requirements as identified in subparagraphs B, C, D, and E 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; and

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 any 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.

B. Exempt 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;

viii. When a Unit Owner leases their Unit, the Unit Owner relinquishes all amenity privileges, but continues to be responsible for all obligations of Unit 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 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 and the Unit's account and is a lien against that Unit.

C. Any land contract must be recorded with the Ashtabula County Recorder's Office and a recorded copy of the land contract must be delivered to the Board within 30 days of the recording. Any land contract not meeting the requirements of this subparagraph C is an impermissible lease. The buyer of a Unit on a land contract meeting the requirements of this subparagraph C is considered the Unit Owner of the Unit for all purposes and obligations under this Declaration, the Bylaws, and the Rules, except only and specifically to the extent otherwise provided in the land contract between the buyer and seller.

D. Whenever any Unit is owned by a corporation, partnership, trust, or other entity, the Unit Owner, through its officers or agents, i.e. president or chief executive officer, partner, or trustee, must designate in writing one particular person or family that is entitled to occupy the Unit. The designated person or family must be an employee of or have an ownership or legal interest, e.g. by being a named beneficiary of the trust, in the entity owning the Unit. Only the designated person or family, its care-givers, co-habitants, and guests may use the Unit. To the extent permitted by law, this requirement is also intended to prevent the purchase and use of any Unit for corporate housing, or as a rooming house, group home, commercial foster home, fraternity or sorority house, or any similar type of lodging, care, or treatment facility.

E. 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 Article XI, Section 12 and in furtherance of the preservation of Mariners Point Condominium as a Unit 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 the Unit is intending or seeking to circumvent the meaning, purpose, or intent of this Article XI, Section 12.

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 the 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.

SIGNATURES ON THE NEXT PAGES

The Mariners Point Condominium Association has caused the execution of this instrument this 21st day of October, 2022.

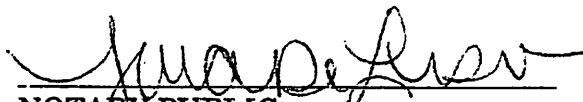
MARINERS POINT CONDOMINIUM ASSOCIATION

By: 
DONALD E. POWELL, JR., Secretary

STATE OF OHIO)
) SS
COUNTY OF Mahoning)


BEFORE ME, a Notary Public, in and for the County, personally appeared the above-named Mariners Point Condominium Association, by its Secretary, who acknowledged that he did sign the foregoing instrument and that the same is the free act and deed of the corporation and the free act and deed of him personally and as such officer.

I have set my hand and official seal this 21st day of October, 2022.


NOTARY PUBLIC

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

Place notary stamp/seal here:



JENNA DELISIO
Notary Public, State of Ohio
My Commission Expires
July 4, 2023

EXHIBIT A

AFFIDAVIT OF PRESIDENT

STATE OF OHIO)
COUNTY OF Ashtabula) SS

WILLIAM J. ZETLAW, being first duly sworn, states as follows:

1. He is the duly elected and acting President of the Mariners Point Condominium Association.
2. The amendment received the written approval of the Unit Owners and mortgagees as required by the Declaration.
3. He will cause copies of the Amendment to the Declaration to be mailed by certified mail to all Unit Owners and all first mortgagees having bona fide liens of record against any Unit Ownerships once the Amendment is recorded with the Ashtabula County Recorder's Office.

William J. Zetlaw, President

WILLIAM J. ZETLAW, President

BEFORE ME, a Notary Public, in and for the County, personally appeared the above-named WILLIAM J. ZETLAW 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 27th day of September, 2022.

Heather L. Hunt
NOTARY PUBLIC

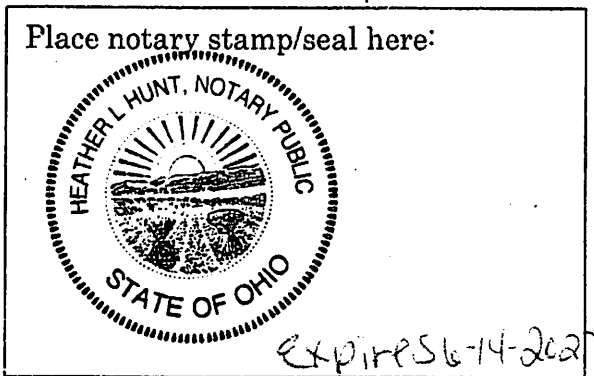


EXHIBIT B

AFFIDAVIT OF SECRETARY

STATE OF OHIO)
)
COUNTY OF Mahoning) SS

DONALD E. POWELL, JR., being first duly sworn, states as follows:

1. He is the duly elected and acting Secretary of the Mariners Point Condominium Association.
2. The amendment received the written approval of the Unit Owners and mortgagees as required by the Declaration.


Donald E. Powell, Jr.
DONALD E. POWELL, JR., Secretary

BEFORE ME, a Notary Public, in and for the County, personally appeared the above-named DONALD E. POWELL, JR. 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 21st day of October, 2022.

Jenna Delisio
NOTARY PUBLIC

Place notary stamp/seal here:

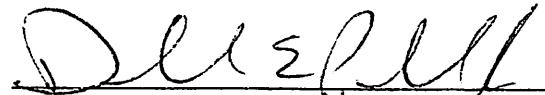


JENNA DELISIO
Notary Public, State of Ohio
My Commission Expires
July 4, 2023

EXHIBIT C

CERTIFICATION OF SECRETARY

DONALD E. POWELL, JR., the duly elected and acting Secretary of the Mariners Point Condominium Association, certifies there are no, as the term is used in Declaration Article XVI, "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 and so none have consented to the Amendment.


DONALD E. POWELL, JR., Secretary

STATE OF OHIO

COUNTY OF Mahoning)

) SS

BEFORE ME, a Notary Public in and for the County, personally appeared the above-named DONALD E. POWELL, JR. who acknowledged 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 21st day of October, 2022.


NOTARY PUBLIC

Place notary stamp/seal here:



JENNA DELISIO
Notary Public, State of Ohio
My Commission Expires
July 4, 2023