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AMENDMENT NO. 9

TO THE DECLARATION OF CONDOMINIUM
OWNERSHIP FOR THE BLUFFS OF WILDWOOD CONDOMINIUM

TRANSFER NOT NECESSARY
JAMES M. BROWN
BY 12982 CM DEPT.
AUDITOR, BUTLER CO., OHIO

PREPARED BY DANIEL M. BENNIE
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AMENDMENT TO THE DECLARATION
OF THE BLUFFS OF WILDWOOD CONDOMINIUM

WHEREAS, on June 29, 1981, the Ryland Group, Inc. committed certain property to the provisions of Chapter 5311 of the Ohio Revised Code for the purposes of providing that said real property would be owned pursuant to the type of ownership known as Condominium; and

WHEREAS, the Declaration of Condominium Ownership was recorded in Deed Book 1425, pages 1 through 95 of the Deed Records of Butler County, Ohio, (the "Declaration"); and

WHEREAS, the undersigned unit owners constitute and own more than 75% of the voting power of the Association; and

WHEREAS, the undersigned family unit owners desire to amend the Declaration to modify language contained therein.

NOW, THEREFORE, S14.1 of the Declaration is hereby amended as follows:

Section 14.1(A) Sale of Units. Any owner other than the Developer who wished to sell his unit ownership shall give to the Board of Trustees no less than thirty (30) days prior written notice of the terms of any contemplated sale together with the name and address of the proposed purchaser. The Members of the Board of Trustees acting on behalf of consenting unit owners as hereinafter provided shall at all times have the first right and option to purchase such unit ownership upon the same terms, which option shall be exercisable for a period of thirty (30) days following the date of receipt of such notice. However, if the proposed purchase shall be for a consideration which the Board of Trustees deems inconsistent with the bona fide fair market value of such unit ownership, the Board of Trustees may elect to exercise such option in the manner, within the period, and on the terms set forth in S14.2 of this Article XIV. If said option is not exercised by the Board of Trustees within the aforesaid option period, the owner may, at the expiration of said period, contract to sell such unit ownership to the proposed purchaser named in such notice upon the terms specified therein.

Section 14.1(B) Leasing of Units. In order to (a) protect the equity of the individual property owners at the Bluffs of Wildwood Condominium; (b) to carry out the purposes for which the Condominium was formed by preserving the character of the Condominium as a homogeneous residential community of predominantly owner-occupied homes and by preventing the Condominium from assuming the character of a renter-occupied apartment complex; and (c) to comply with the eligibility requirements for financing in the secondary mortgage market, insofar as such criteria provides that the project be substantially owner-occupied, leasing of units shall be governed by the restrictions imposed by this article.

Except as otherwise provided in this Article in the case of undue hardship, the leasing of a unit or units shall be prohibited. The Board of Trustees shall be empowered to allow reasonable leasing (i) where a unit owner must relocate his or her residence away from Butler County, Ohio, or any adjoining county, and cannot, within ninety (90) days from the date the unit was placed on the market, sell the unit for the current appraised market value, after having made reasonable effort to do so; (ii) where the owner dies and the unit is being administered by his or her estate; and (iii) where the unit owner takes a leave of absence or temporarily relocates and intends to return to reside in the unit, in which case the unit owner must reapply at the end of each lease term for renewal of the hardship exception.

The occupancy of a unit by an immediate family member of the owner(s) shall not be prohibited by this provision. "Immediate family member" shall mean father, mother, brother, sister, or children of the owner(s).

This §14.1(B) shall not affect leases in place as of February 1, 1992. However, upon the termination of those leases in existence as of February 1, 1992, the prohibitions of this Section shall be binding.

The Board shall have the power to make and enforce reasonable rules and regulations and to fine, in accordance with the Declaration and Bylaws, the provisions of this Section. Any transaction which does not comply with this Section 14.1(B) shall be void unless subsequently approved by the Board of Trustees in writing.

Those owners who have complied with Section 14.1(B) hereof and have demonstrated that the inability to lease their unit would result in undue hardship and, have obtained the requisite approval of the Board, may lease their units for such duration as the Board reasonably determines is necessary to prevent undue hardship and, is allowable in accordance with the provisions of this Declaration.

No unit may be leased for transient or hotel purposes, which shall include, without limitation, the following:

(a) rental for any period less than thirty (30) days; or

(b) any rental where the occupants of the unit are provided customary hotel service, such as room service for food and beverage, maid service, laundry and linen service, or bellboy service.

Any lessee or tenant of a unit shall in all respects be subject to the Declaration, Bylaws, and all rules and regulations as are from time to time promulgated by the Association or Board of Trustees as though such lessee or tenant were an owner. The lease of any unit shall be in writing and in a form approved by the Board. Such lease shall provide that the violation of any provision, then, by means of this covenant on the Condominium property and units, such provision shall be deemed automatically included in such lease. Each owner agrees, furthermore, to cause his or her lessee or persons living with such owner or with his or her lessee to comply with the Declaration, Bylaws, and the rules and regulations promulgated thereunder and is responsible and liable for all violations and losses caused by such tenant or lessee, notwithstanding the fact that such occupants of the units are fully liable for any violation of the Condominium documents and regulations. Any fines levied against a lessee and not paid by said lessee shall constitute a lien against the unit.

Those owners who are leasing their units upon the effective date of this amendment may continue to lease their units and shall not be required to demonstrate undue hardship as a prerequisite to the leasing of their units. However, upon any conveyance of the unit, any grantee thereof shall be subject to the provisions of Section 14.1(B), in addition to all other provisions of the Declaration, Bylaws, and rules and regulations adopted pursuant thereto.

Any first mortgagee of a unit who becomes the owner of that unit shall be permitted to lease the unit without having to demonstrate undue hardship.

Except as herein specifically provided, all the provisions of the Declaration and Amendments thereto shall be and are hereby declared to remain in full force and effect.

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DESCRIPTION FOR THE BLUFFS
OF WILDWOOD CONDOMINIUM

Situated in Section 21 Town 2 Range 2 Fairfield Township,
City of Fairfield, Butler County being part of Lot 9545 and
consisting of the following units:

<u>UNIT NUMBER</u>	<u>UNIT NUMBER</u>
11	61
12	62
13	63
14	64
15	65
16	66
17	71
18	72
21	73
22	74
23	75
24	81
25	82
26	83
27	84
31	85
32	86
33	91
34	92
35	93
36	94
41	95
42	101
43	102
44	103
45	104
51	111
52	112
53	113
54	114
55	115

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IN WITNESS WHEREOF, the undersigned Trustees hereby certify that this Amendment to the Bluffs of Wildwood Condominium Declaration was approved by at least seventy-five percent (75%) of the members of the Association.

Signed and acknowledged
in the presence of:

THE BLUFFS OF WILDWOOD CONDOMINIUM

By: Donald Musnuff
Donald Musnuff
President

Susan Whaley

By: Paulette Bowen
Paulette Bowen
Secretary

Clara Williams

STATE OF OHIO :
COUNTY OF Cuyahoga : SS

The foregoing instrument was acknowledged before me this 28 day of January 1992 by Donald Musnuff, President of The Bluffs of Wildwood Condominium and Paulette Bower, Secretary of The Bluffs of Wildwood Condominium, on behalf of said corporation.



Linda Carter
Linda Carter
Notary Public, State of Ohio
My Commission Expires 12/31/92