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Michael D. Ashford

Lucas County Recorder

DEED

AMENDMENTS TO THE
REVISED AND RE-STATED DECLARATION
OF CONDOMINIUM PROPERTY KNOWN AS
WOODBROOKE CONDOMINIUM OWNERS' ASSOCIATION, INC.

PLEASE CROSS MARGINAL REFERENCE WITH THE REVISED AND RE-STATED
DECLARATION OF CONDOMINIUM PROPERTY KNOWN AS WOODBROOKE
CONDOMINIUM OWNERS' ASSOCIATION, INC. RECORDED AT INSTRUMENT NO.
20080508-0023464 OF THE LUCAS COUNTY RECORDS.

**AMENDMENTS TO THE REVISED AND RE-STATED DECLARATION OF
CONDOMINIUM PROPERTY KNOWN AS WOODBROOKE CONDOMINIUM
OWNERS' ASSOCIATION, INC.**

RECITALS

- A. The Revised and Re-Styled Declaration of Condominium Property Known as Woodbrooke Condominium Owners' Association, Inc. (the "Declaration") and the Revised Bylaws of Woodbrooke Condominium Owner's Association, Inc. (the "Bylaws"), Exhibit A of the Declaration, were recorded at Lucas County Records, Instrument No. 20080508-0023464.
- B. The Woodbrooke Condominium Owner's Association, Inc. (the "Association") is a corporation consisting of all Family Unit Owners in Woodbrooke Condominium and as such is the representative of all Family Unit Owners.
- C. Declaration Article XIII authorizes amendments to the Declaration and Bylaws.
- D. Family 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 matters to be modified (the "Amendments").
- E. As of February 7, 2024, Unit Owners representing 76.25 percent of the Association's voting power have signed and delivered to the Association written consents, along with powers of attorney, in favor of Amendment 1 and authorizing the Association's officers to execute Amendment 1 on their behalf.
- F. As of February 7, 2024, Unit Owners representing 79.81 percent of the Association's voting power have signed and delivered to the Association written consents, along with powers of attorney, in favor of Amendment 2 and authorizing the Association's officers to execute Amendment 2 on their behalf.
- G. As of February 7, 2024, Unit Owners representing 77.25 percent of the Association's voting power have signed and delivered to the Association written consents, along with powers of attorney, in favor of Amendment 3 and authorizing the Association's officers to execute Amendment 3 on their behalf.
- H. As of February 7, 2024, Unit Owners representing 77.88 percent of the Association's voting power have signed and delivered to the Association written consents, along with powers of attorney, in favor of Amendment 4 and authorizing the Association's officers to execute Amendment 4 on their behalf.

I. Attached as Exhibit A is an Affidavit of the Association's President stating that copies of the Amendments will be mailed by certified mail to all Family Unit Owners and mortgagees having bona fide liens against a Family Unit ownership and the consenting mortgagees, on the records of the Association, to the Amendment.

J. 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.

AMENDMENTS

The Revised and Re-Styled Declaration of Condominium Property Known as Woodbrooke Condominium Owners' Association, Inc. is amended by the following:

AMENDMENT 1

INSERT a new DECLARATION ARTICLE XV, SECTION J. Said new addition to the Declaration, as recorded at Lucas County Records, Instrument No. 20080508-0023464, is:

J. All notices required or permitted by the Declaration or Bylaws, to the Unit Owners' Association or the Board, must be made in writing and sent either:

(1) by regular U.S. mail, first-class postage prepaid, or

(2) delivered using electronic mail to the to the Board President, to any two other Directors, to the Unit Owners' Association at the address of the Condominium Property, to the Unit Owners' Association's manager or management company, if any, the Association's statutory agent registered with the Ohio Secretary of State, or to any other address as the Board may designate by written notice to all Family Unit Owners.

In addition, due to the ongoing development of new technologies and corresponding changes in business practices, to the extent permitted or approved by the Board, as well as by Ohio and federal law, now or in the future, in addition to the methods described in above in Section I, as amended, and Section J, as amended of this Article XV, the following may be accomplished using electronic mail or other transmission technology available at that time that is a generally accepted business practice: (i) any notice required in the Declaration or Bylaws to be sent or received; (ii) any signature, vote, consent, or approval required to be obtained; and (iii) any payment required to be made by the Declaration or Bylaws. For voting on

matters, the Unit Owners' Association may provide for voting by electronic mail or other transmission technology. However, voting for the election of Directors can be conducted by electronic transmission or electronic voting technology only to the extent, if any, as explicitly permitted and provided for in the Bylaws.

DELETE BYLAWS ARTICLE VII, SECTION C entitled, "Service of Notices on the Board of Directors," in its entirety. Said deletion taken from the Bylaws, Exhibit A of the Declaration, as recorded at Lucas County Records, Instrument No. 20080508-0023464.

INSERT a new BYLAWS ARTICLE VII, SECTION C entitled, "Notices and Other Actions and Communications." Said new addition to the Bylaws, Exhibit A of the Declaration, as recorded at Lucas County Records, Instrument No. 20080508-0023464, is:

C. Notices and Other Actions and Communications. All notices required or permitted under the Declaration or Bylaws, to the Unit Owners' Association, the Board, or Owners must be delivered in accordance with Declaration XV, as amended.

Any conflict between these provisions and any other provisions of the Declaration and Bylaws will be interpreted in favor of this amendment permitting the Unit Owners' Association to use electronic communications to the extent permitted by Ohio and Federal law. 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 Family 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 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.

AMENDMENT 2

INSERT a new DECLARATION ARTICLE V, SECTION P entitled, "Occupancy Limit." Said new addition to the Declaration, as recorded at Lucas County Records, Instrument No. 20080508-0023464, is:

P. Occupancy Limit. No more than 2 persons per bedroom will be permitted to reside in a Family Unit ("reside" means more than 30 days out of each 12-month period). For the purposes of this restriction only, any person 36 months of age or younger will not be counted in determining whether the occupancy limit has been reached or exceeded. Each Family Unit Owner will provide the Board with the number and names of all occupants of the Family Unit and the license number and vehicle description

of each vehicle owned or used by the Family Unit occupants and maintained on the Condominium Property within 90 days of recording of this amendment, and within 90 days from the date the title to the Family Unit is transferred to a new Family Unit Owner.

Any conflict between this provision and any other provisions of the Declaration or Bylaws will be interpreted in favor of this restriction on the number of occupants in the Family 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 Family 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, provided further that any challenge must be brought in the court of common pleas within one year of the recording of this amendment.

AMENDMENT 3

MODIFY DECLARATION ARTICLE V, SECTION L entitled, "Rental of Family Units." Said modification to the Declaration, as recorded at Lucas County Records, Instrument No. 20080508-0023464, is (deleted language is crossed-out; new language is underlined):

L. Rental of Family Units. To create a community of resident Family Unit Owners, to remain within mortgagee Family Unit 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 Family Unit Owners and occupants; no Family Unit can be leased, let, or rented, whether for monetary compensation or not, by a Family Unit Owner to others for business, speculative, investment, or any other purpose, subject to the following: A Family Unit is considered a rental unit when a non-resident owner rents or leases his Family Unit for investment purposes.

1. The above prohibition does not apply to:
 - a. Family Unit Owners of one Family Unit who have a member or members of their immediate family (grandparents, parents, children, grandchildren, brothers or sisters) occupying their Family Unit ~~will not have their unit considered as a "rental unit";~~ however, the Family Unit Owners they must notify the Board of Directors of the occupancy for informational purposes only.

- b. 2. — Family Unit Owners of one Family Unit who owned their Family Unit prior to October 22, 2007, shall have the right to rent their Family Unit, are exempt (referred to as “Exempt Units”) from this prohibition. The Exempt Family Unit Owner may continue to enjoy the privilege of leasing their Family Unit, subject to the restrictions and requirements in subparagraph 4, until their titled ownership in the Family Unit is transferred to a subsequent Family Unit Owner, provided that prior approval is received from the Board of Trustees and that no more than thirty percent (30%) 20 percent of the Family Units are rented or leased simultaneously. Upon the date of title transfer, the subsequent Family Unit Owner is no longer exempt and is no longer excepted from this lease prohibition. The Board of Directors, in making their decision, will give consideration to “hardship” cases, such as financial hardship, injury, illness or death, and their approval will not be unreasonably withheld.
- c. Family Unit Owners that meet a special situation and to avoid a practical difficulty or other undue hardship, have the right to lease their Family Unit to a specified renter/tenant for a one-time period of no more than 24 consecutive calendar months, subject to the 20 percent leasing cap in subparagraph 1(b) above and the restrictions and requirements as identified in subparagraphs 4 and 5 below (referred to as “Hardship Units”). To exercise this right the Family Unit Owner:
- i. must provide the Board with prior, written notice at least 10 business days prior to its commencement; and
 - ii. may not be more than 60 days delinquent in payment of any assessment or other amount due to the Unit Owners’ Association. If the Family Unit Owner is more than 60 days past due in payment, the Family Unit Owner will request from the Board a one-time hardship exception and will not lease the Family Unit until the Board approves the request.

- d. The Association as a Family Unit Owner of any Family Unit, whether Residential or Commercial, or to the Association as a lessor or lessee.
- ~~3.2.~~ Family Unit Owners of one Family Unit who purchased their Family Unit on or after October 22, 2007, ~~will not be allowed to rent their unit for a period of two (2) years after their purchase date. After two (2) years have passed, they shall have the right to rent their Family Unit, provided that no more than 20 percent of the Family Units are rented or leased simultaneously that prior approval is received from the Board of Directors. They will receive the same Board of Trustees considerations as listed above in this Paragraph L of Article V.~~
- 4.3. In addition, Family Unit Owners of two or more Family Units will not be allowed to rent their Family Units. However, the current Family Unit Owner who owns a total of three ~~seven (7)~~ Family Units (~~#203, #206, #208, #214, #303, and #306, #313~~), ~~shall~~ will be grandfathered under this provision of Paragraph L, allowing this Family Unit Owner to continue to enjoy the privilege of renting his their seven three Family Units, subject to the restrictions and requirements in subparagraph 4, until their ownership in the Family Unit is transferred to a subsequent Family Unit Owner. If this Family Unit Owner sells or otherwise transfers any of his their Family Units, the future Family Unit Owners are not grandfathered from this prohibition and must abide by these restrictions as stated in this Paragraph L of Article V.
- 5.4. The leasing of any Family Unit, in accordance with subparagraphs 1, 2, and 3 above, is subject to the following conditions and restrictions:
- a. All rental agreements must be in writing, made subject to the covenants and restrictions in the Declaration and further subject to the Bylaws, and the Rules and Regulations of the Unit Owners' Association, and a copy of the rental agreement must be provided to the Board at least 10 days prior to the beginning of the lease term.
- b. The lessee, renter, or tenant must abide by the terms of the Declaration, Bylaws, and Rules and Regulations.

- c. When a Family Unit Owner leases their Family Unit, the Family Unit Owner relinquishes all amenity privileges, but continues to be responsible for all obligations of ownership of their Family Unit and is jointly and severally liable with the lessee, renter, or tenant to the Unit Owners' Association for the conduct of the lessee, renter, or tenant and any damage to the Unit Owners' Association property.
- d. The Family Units may not be leased, let, or rented by the Family Unit Owner for transient or hotel purposes, which shall be is defined as (1) a rental of any period less than six full, consecutive calendar months, (2) rented, let, or leased to any business or corporate entity for the purpose of corporate housing or similar use, or (2) (3) sub-lease, sublet, or sub-rent or the rental of less than the entire Family Unit by the lessee, renter, or tenant, or (3) (4) occupancy is for other than the lessee, his or her their family or guests.
- e. The Unit Owners' Association has at all times a limited power-of-attorney from and on behalf of any Family Unit Owner who is more than 60 days past due in the payment of any Assessment or amounts due to the Unit Owners' Association. The limited power-of-attorney permits the Unit Owners' Association to collect the lease or rent payments directly from the lessee, renter, or tenant until the amount owed to the Unit Owners' Association is paid in full.
- f. In accordance with Ohio law, the Unit Owners' Association may initiate eviction proceedings to evict any lessee, tenant, or renter, for violation of the Declaration, Bylaws, Rules and Regulations, or applicable laws, by any occupant of the Family Unit, or the Family Unit Owner of the Family Unit. The action will be brought by the Unit Owners' Association, as the Family Unit Owner's agent, in the name of the Family Unit Owner. In addition to any procedures required by State law, the Unit Owners' Association will give the Family 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 Family Unit's account and is a lien against that Family Unit.

5. Any land contract for the sale of a Family Unit must require an initial payment of at least five percent of the purchase price and require payment in full of the balance of the purchase price within 15 years of the execution of the land contract. Any land contract must be recorded with the Lucas 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 5 is an impermissible lease. The buyer of a Family Unit on a land contract meeting the requirements of this subparagraph 5 is considered the Family Unit Owner of the Family Unit for all purposes and obligations under this Declaration, the Bylaws, and the Rules and Regulations, except only and specifically to the extent otherwise provided in the land contract between the buyer and seller.

The Board may adopt and enforce Rules and Regulations and definitions in furtherance, but not in contradiction of the above provisions, including Rules and Regulations to address and eliminate attempts to circumvent the meaning or intent of this Section L and in furtherance of the preservation of Woodbrooke Condominium as an owner-occupied community and against the leasing of Family Units for investment or other purposes. The Board has full power and authority to deny the occupancy of any Family Unit by any person or family if the Board, in its sole discretion, determines that the Family Unit Owner of the Family Unit is intending or seeking to circumvent the meaning, purpose, or intent of this Section L.

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 Family 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 Family 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, provided further that any challenge must be brought in the court of common pleas within one year of the recording of this amendment.

AMENDMENT 4

DELETE DECLARATION ARTICLE V, SECTION H entitled, "Prohibited Activities," in its entirety. Said deletion taken from the Declaration, as recorded at Lucas County Records, Instrument No. 20080508-0023464.

INSERT a new DECLARATION ARTICLE V, SECTION H entitled, "Family Unit Use." Said new addition to the Declaration, as recorded at Lucas County Records, Instrument No. 20080508-0023464, is:

H. Family Unit Use. No part of the Condominium Property will be used for other than housing and the common recreational purposes for which the property was designed. Each Family Unit will be used for residential purposes and for no other purpose. Notwithstanding, the Family Unit Owner or occupant may use a portion of their Family Unit for their office or studio, provided the activity or use:

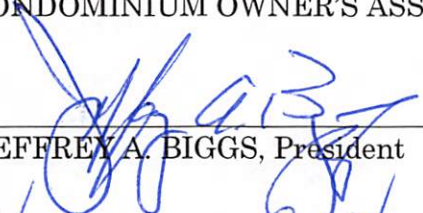
1. does not interfere with the quiet enjoyment or comfort of any other Family Unit Owner or occupant;
2. does not involve the regular or full-time personal services of any employee in the Family Unit;
3. does not result any part of the Family Unit to be used as a school, music studio, or day care facility;
4. does not result in walk-in traffic to the Family Unit from the general public or from regular or repeated business invitees to or from the Family Unit nor result in any door-to-door solicitation of other Family Unit Owners or occupants;
5. does not result in the Family Unit becoming principally an office as distinct from a residence or in the Family Unit developing a reputation as an office or commercial location;
6. is not apparent or detectable by sight, sound, or smell from outside the Family Unit;
7. does not to result in or involve regular or unreasonably large volume of business-related deliveries to or from the Family Unit, as determined by the Board;

- 8. does not violate any local or state zoning ordinances; or
- 9. does not constitute a hazardous or offensive use or threaten the security or safety of other Family Unit Owners or occupants, as determined by the Board.

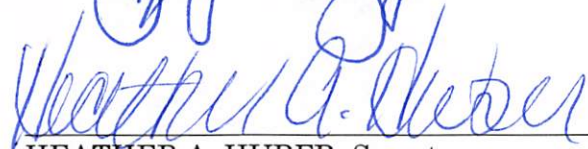
Any conflict between the above provision and any other provisions of the Declaration and Bylaws will be interpreted in favor of this amendment addressing the permissible business uses for a Family Unit and the restrictions on the uses. Upon the recording of this amendment, only Family Unit Owners of record at the time of the filing will have standing to contest the validity of this amendment, whether on procedural, substantive, or any other grounds, provided further that any challenge will be brought within one year of the recording of this amendment.

The Woodbrooke Condominium Owner's Association, Inc. has caused the execution of this instrument this 22 day of April, 2024.

WOODBROOKE CONDOMINIUM OWNER'S ASSOCIATION, INC.

By: 

JEFFREY A. BIGGS, President

By: 

HEATHER A. HUBER, Secretary

STATE OF OHIO)
)
COUNTY OF Lucas) SS

BEFORE ME, a Notary Public, in and for the County, personally appeared the above-named Woodbrooke Condominium Owner's Association, Inc., by its President and its Secretary, who acknowledged that they did sign the foregoing instrument, on Page 11 of 13, and that the same is the free act and deed of the 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 22 day of April, 2024.


NOTARY PUBLIC

Place notary stamp/seal here:



LORI L. BENSCHOTER
Notary Public, State of Ohio
My Commission Expires March 2, 2025

SEE ENV

This instrument prepared by:
KAMAN & CUSIMANO, LLC
Attorneys at Law
405 Madison Avenue, Suite 1000
Toledo, Ohio 43604
(419) 491-7562
ohiocondolaw.com

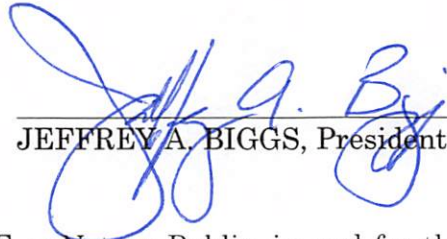
EXHIBIT A

AFFIDAVIT

STATE OF OHIO)
)
COUNTY OF Lucas) SS

JEFFREY A. BIGGS, being first duly sworn, states as follows:

1. He is the duly elected and acting President of the Woodbrooke Condominium Owner's Association, Inc.
2. He will cause copies of the Amendments to the Declaration to be mailed by certified mail to all Family Unit Owners and all mortgagees having bona fide liens of record against any Family Unit ownerships once the Amendments are recorded with the Lucas County Recorder's Office.
3. He certifies there are no, as the term is used in Declaration Article XIII, "bona fide mortgagees" of record on file with the Association and so none have consented to the Amendments.



 JEFFREY A. BIGGS, President


BEFORE ME, a Notary Public, in and for the County, personally appeared the above-named JEFFREY A. BIGGS 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 22 day of April, 2024.



 NOTARY PUBLIC

Place notary stamp/seal here:



LORI L BENSCHOTER
 Notary Public, State of Ohio
 My Commission Expires March 2, 2025