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Jeanine Perry
Lucas County Recorder DEED

4/3/2008

TRANSFER NOT NECESSARY
IN COMPLIANCE WITH SEC. 319.202 R.C.
ANITA LOPEZ, AUDITOR
LUCAS COUNTY, OHIO

BY: JR
PARCEL: 65-37858 COUNT: 1
TRANS. #: 08-000000

**AMENDMENT TO THE DECLARATION AND BY-LAWS CREATING AND
ESTABLISHING A PLAN FOR CONDOMINIUM OWNERSHIP UNDER CHAPTER
5311 OF THE REVISED CODE OF OHIO FOR
THE BLUFFS LOT 3 CONDOMINIUM**

This Amendment (hereinafter the "Amendment") to the Declaration and By-Laws Creating and Establishing a Plan for Condominium Ownership Under Chapter 5311 of the Revised Code of Ohio for The Bluffs Lot 3 Condominium found in Volume 96, pages 0150A01 through 0150D01 of the Lucas County Deed Records (the "Declaration"), is made by The Bluffs Lot 3 Condominium Association, 2134 The Bluffs, Toledo, Ohio 43615 (the "Association"), as of this 1st day of APRIL, 2008.

RECITALS:

WHEREAS, The Bluffs Lot 3 Condominium (the "Condominium") is a condominium created pursuant to the provisions of Chapter 5311 of the Ohio Revised Code (the "Condominium Act") by the filing of the Declaration; and

WHEREAS, Section 1 of Article XVII of the Declaration provides that the Declaration may be Amended by the consent of Unit Owners exercising not less than seventy-five (75%) of the voting power of Unit Owners; and

WHEREAS, the Association and the Unit Owners have for various reasons deemed it in the best interest of the Condominium to amend the Declaration in certain respects as set forth herein; and

WHEREAS, this Amendment was duly adopted in accordance with the provisions of Article XVII of the Declaration.

DECLARATION:

NOW THEREFORE, the Association, in consideration of the enhancement in the value of the Condominium by reason of the adoption of the amendment of the Declaration as hereinafter set forth, does for itself and its respective successors and assigns, hereby amend the Declaration as follows:

Article III, Section 2, subsection (f) is deleted in its entirety and replaced by the following language: "(f) Vehicles and Parking. The Board may promulgate regulations restricting the parking of automobiles, inoperable vehicles, trucks, boats, and recreational vehicles on the Common Areas and Limited Common Areas, and may enforce such regulations or restrictions by levying fines, having such vehicles towed away, or taking such other action as it, in its sole discretion, deems appropriate. Parking of all vehicles must be on paved surfaces only, and never on lawns or planting beds. Unless specifically permitted by the Board, parking on the driveway areas

located in front of the garages shall be limited to temporary guest parking only, and should not be used for the parking of vehicles owned by Unit Owners."

Article III, Section 2, subsection (g) is deleted in its entirety and replaced by the following language: "(g) Sale and Leasing of Units. There are no restrictions on the sale by any Unit Owner of his/her/its Unit and his/her/its undivided interest in the Common Areas. No Unit shall be rented or leased for any period of time and must only be occupied by the Unit Owner and his/her immediate family members."

Article III, Section 2, subsection (h) is deleted in its entirety and replaced by the following language: "(h) Signs. No sign of any kind shall be displayed to the public view on the Condominium Property except: (a) on the Common Areas, signs regarding and regulating the use of the Common Areas, provided they are approved by the Board; and (b) in front of a Unit which is for sale, signs advertising the sale of the Unit by the Unit Owner."

To the end of Article III, Section 2, subsection (i), the following language is added: "Without limiting the generality of the foregoing, pets are not permitted to run free on the Common Areas or Limited Common Areas, nor shall pets be tied or chained to the Common Areas or Limited Common Areas. While on the Common Areas or Limited Common Areas, all pets must be under the direct continuous physical supervision of the pet's owner, and on a leash. All pet droppings must be cleaned up and properly disposed of by the pet's owner within 8 hours."

The following language is added as Article III, Section 2, subsection (p): "(p) Gardening. All gardening within the enclosed patio areas shall be at the sole discretion of the Unit Owner, subject to the conditions contained herein. The planting of vegetables is only permitted in containers. Gardening in all areas outside the enclosed patios is limited to annual flowers only. At no time shall any area outside the enclosed patios be altered, planted, or mulched by the individual Unit Owners. Planting, mulching, watering, fertilizing, and trimming of all landscape outside the enclosed patios is solely the responsibility and at the discretion of the Association. The Association shall be responsible for weeding and mulching of all planting beds, both inside and outside of the enclosed patio areas, so as to create a unified "look" for the Condominium as a whole."

The following language is added as Article III, Section 2, subsection (q): "(q) Satellite Television Dishes. The mounting of satellite television dishes of any kind on the exterior of any building is strictly prohibited."

The following language is added as Article IX, Section 1, subsection (a): "(a) Fences. Fences are the property of the Association. Therefore, responsibility of maintaining the fences lies solely with the Association, and not the individual Unit Owners. Unit Owners may not alter, paint, or stain fences."

The following language is added as Article IX, Section 1, subsection (b): "(b) Exterior Painting. Painting of exterior siding, trim, and doors (entry doors and garage doors) is solely the

responsibility of the Association. Unit Owners may not alter, paint, or stain any exterior surface."


The following language is added as Article IX, Section 1, subsection (c): "Tree Maintenance. Tree trimming, cutting, and other maintenance is solely the responsibility of the Association. Unit Owners may not trim or cut any trees in the Common Areas."

The following language is added as Article IX, Section 2, subsection (a): "(a) Garage Doors and Openers. Garage doors and openers are the responsibility of each Unit Owner. If repair or replacement is necessary, original matching material must be used."


The following language is added as Article IX, Section 2, subsection (b): "(b) Skylights and Windows. Skylights and windows are the responsibility of each Unit Owner. If repair or replacement is necessary, original matching material must be used."

Except for and subject to the terms and conditions of this Amendment, the Declaration shall continue in full force and effect.

IN TESTIMONY WHEREOF, the undersigned officers of the Association have executed and acknowledged this instrument on the date first set forth above.



Thomas C. Stokes, President
The Bluffs Lot 3 Condominium Association



Darlene K. Stokes, Treasurer
The Bluffs Lot 3 Condominium Association

STATE OF OHIO,
COUNTY OF LUCAS, SS:

The foregoing instrument was acknowledged before me this 12th day of April, 2008, by Thomas C. Stokes, President of The Bluffs Lot 3 Condominium Association, and Darlene K. Stokes, Treasurer of The Bluffs Lot 3 Condominium Association, on behalf of the Association.



Notary Public

Prepared by:
Tim Ault, Esq.
7654 West Bancroft
Toledo, OH 43617

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MILTON EDWIN POMMERANZ
Attorney at Law
Notary Public, State of Ohio
My Commission Has No Expiration
Section 147.03 R.C.

Box: Malone, Ault & Farrell