

Foth & Foth Co., L.P.A.

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June 4, 2019

Electronic Mail geraldbalint@msn.com

Gerald L. Balint, President
Monticello at High Point Homeowners
Association
18528 Vincennes Dr.
Strongsville, Ohio 44136

Re: MONTICELLO AT HIGH POINT HOMEOWNERS ASSOCIATION
Amendment Document Recordation

Dear Mr. Balint:

Enclosed please find a time-stamped *copy* of the ORIGINAL document we filed with the Cuyahoga County Recorder's Office on behalf of your Association on May 30, 2019, Instrument No. 201905300306 as follows:

*CERTIFICATION OF AMENDMENT TO THE DECLARATION OF COVENANTS, RESTRICTIONS,
AND EASEMENTS AND THE BY-LAWS
FOR
MONTICELLO AT HIGH POINT HOMEOWNERS ASSOCIATION*

This document should be kept in a safe place for future reference.

Should you have any questions please do not hesitate to contact me.

Sincerely,

FOTH & FOTH CO., L.P.A.



Arthur Foth, Jr.
Erick J. Nevin

EJN/vb

Enclosure

CUYAHOGA COUNTY
OFFICE OF FISCAL OFFICER - 8
DEED 5/30/2019 10:53:23 AM
201905300306

**CERTIFICATION OF AMENDMENT TO THE
DECLARATION OF COVENANTS, RESTRICTIONS, AND EASEMENTS
AND THE BY-LAWS OF
MONTICELLO AT HIGH POINT HOMEOWNERS ASSOCIATION**

WHEREAS, the Declaration of Covenants, Restrictions, and Easements (hereinafter "Declaration") for the Monticello at High Point Homeowners Association was recorded at Volume 200606061011 of the Cuyahoga County Records, State of Ohio, on June 6, 2006; and

WHEREAS, the By-Laws for the Monticello at High Point Homeowners Association was recorded at Volume 201103100506 of the Cuyahoga County Records, State of Ohio, on March 10, 2011; and

WHEREAS, the Monticello at High Point Homeowners Association is an Association and nonprofit corporation pursuant to ORC 1702, Entity No. 1549974, incorporated on June 14, 2005 and as such is representative of the Cluster Site Owners of said Association; and

WHEREAS, **ARTICLE X – DURATION, WAIVER, AND AMENDMENT, SECTION 3. Other Amendments** of said Declaration authorizes amendments to said Declaration; and

WHEREAS, **ARTICLE XI, AMENDMENTS**, of said By-Laws authorizes amendments to said By-Laws; and

WHEREAS, on or about the 25th day of April, 2019 Cluster Site Owners in excess of Seventy-Five Percent (75%) of the voting power of the Monticello at High Point Homeowners Association approved certain amendments to the Declaration of Covenants,

Restrictions, and Easements for the Monticello at High Point Homeowners Association, which are attached hereto and made a part hereof as **Exhibits "A", "B", and "C"**; and

WHEREAS, on or about the 25th day of April, 2019 Cluster Site Owners in excess of Fifty-One Percent (51%) of the voting power of the Monticello at High Point Homeowners Association approved a certain amendment to the By-Laws for the Monticello at High Point Homeowners Association, which is attached hereto and made a part hereof as **Exhibit "D"**; and

WHEREAS, the procedure necessary to amend the Declaration and the By-Laws as required by the Declaration and By-Laws for the Monticello at High Point Homeowners Association has in all respects been complied with.

NOW THEREFORE, the undersigned hereby executes this instrument thereby respectively amending the Declaration and the By-Laws by the amendments attached hereto and made a part hereof as **Exhibits "A", "B", "C", and "D"**.

IN WITNESS WHEREOF, the President and Secretary of the Monticello at High Point Homeowners Association hereby sign and acknowledge this Certification of Amendment on this 24th day of May, 2019.

WITNESSES:

Annette M. Roll
signature

ANNETTE M. ROLL
print

Jill Falkoski
signature

Jill Falkoski
print

MONTICELLO AT HIGH POINT
HOMEOWNERS ASSOCIATION

By: Gerald L. Balint Pres.
Gerald L. Balint, President

By: Enid Wolfe Sec.
Enid Wolfe, Secretary


STATE OF OHIO)
) SS:
COUNTY OF CUYAHOGA)

BEFORE ME, a notary public in and for the State of Ohio, personally appeared the above-named Gerald L. Balint, President and Enid Wolfe, Secretary of the Monticello at High Point Homeowners Association, who acknowledged that they did sign the foregoing Certification of Amendment to the Declaration of Covenants, Restrictions, and Easements and the By-Laws for the Monticello at High Point Homeowners Association, and that the same is their free act and deed, individually, and as authorized officers of the Monticello at High Point Homeowners Association.

IN WITNESS WHEREOF, I have hereunto set my hand and seal at Strongsville, Ohio, this 2nd day of May, 2019.



Notary Public



BARBARA A. STETTINISCH
NOTARY PUBLIC, STATE OF OHIO
LORAIN COUNTY
My Commission Expires 9/26/2021

This Instrument Prepared by:
Foth & Foth Co., L.P.A.
Attorneys at Law
11221 Pearl Road
Strongsville, Ohio 44136
(440) 846-0000 office

**AMENDMENT TO THE
DECLARATION OF COVENANTS, RESTRICTIONS, AND EASEMENTS
OF
MONTICELLO AT HIGH POINT HOMEOWNERS ASSOCIATION**

Article VI – Maintenance Assessments of the *Declaration* of Monticello at High Point Homeowners Association is hereby supplemented and amended to read as follows:

Section 2. Annual Assessments. The annual assessment shall be determined and levied annually by the Directors of the Association prior to the date of the annual meeting of the Members, in such amounts as in their discretion shall be reasonably necessary to meet expenses anticipated during the ensuing year and to accumulate reasonable reserves for anticipated future operating or capital expenditures.

Notwithstanding the foregoing, the Owners within the Association may, by majority vote of the total membership, waive annually the reserve contribution requirement; in the event any waiver is so approved, the Board shall have complied with its responsibilities under this Declaration and Article X, Section 3 of the Bylaws without additional reserve contributions being levied in any given calendar year.

The annual assessments for each calendar year shall be payable to the Association in quarterly installments beginning on the first day of January of such ensuing year.

Any conflict between the above provision and any other provisions of the Articles, Declaration, Bylaws, and Rules shall be interpreted in favor of the above amendment. Upon the recording of this amendment, only homeowners of record at the time of such filing shall have standing to contest the validity of the amendment, whether on procedural, substantive or any other grounds, provided further that any such challenge shall be brought in a court of common pleas within one (1) year of the recording of this amendment.

12.18.2018

EXHIBIT “A”

**AMENDMENT TO THE
DECLARATION OF COVENANTS, RESTRICTIONS, AND EASEMENTS
OF
MONTICELLO AT HIGH POINT HOMEOWNERS ASSOCIATION**

Article IX – Protective Covenants and Easements of the *Declaration* of Monticello at High Point Homeowners Association is hereby supplemented and amended to read as follows:

Section 2. Land Use. No industry, business, trade, occupation, or profession of any kind whether for commercial, religious, educational, charitable, or other purposes shall be conducted, maintained, or permitted on any Cluster Site, and no Cluster Site shall be leased to others, except such as may be permitted by the Association, and except that:

- (a) Notwithstanding the overall purpose of ensuring that all Living Units shall be homeowner occupied, to avoid undue hardships, the Board of Directors may grant permission to an Owner to lease his/her Living Unit to a specified lessee for a period of not less than four (4) months nor more than a total of twenty-four (24) consecutive months, provided that said lease is made subject to the Articles, Declaration of Covenants, Restrictions and Easement, Bylaws, and Rules of Monticello at High Point Homeowners Association. This one-time hardship exception for up to twenty-four (24) months shall not be extended beyond the stated period.

All leasing must be approved in writing by the Board of Directors. Owners seeking permission to lease shall apply in writing to the Board of Directors stating the reason(s) why said Owner(s) should qualify for the hardship exception. The lease of the Living Unit may be permitted in any instance in which the Board of Directors, in its sole discretion, determines that the request for permission would create an undue hardship in light of the applicable facts and circumstances. Determination by the Board of Directors that the lease of a Living Unit may be permitted in any given instance shall not bind that Board, or any future Board, to grant permission in a later instance.

The surviving spouse, in the event of the death of one (1) of the married couple, may lease the Living Unit and will satisfy the hardship requirement being permitted to lease the Living Unit until it is sold, without having to occupy the Living Unit.

The Board shall have thirty (30) days after the receipt of any exception request within which to advise the Owner(s) of its decision. Failure of the Board to respond within such thirty (30) day period shall constitute disapproval of such occupancy.

This restriction shall not apply to family members. Family Members are defined as the Owner's spouse, children, grandchildren, parents, grandparents, adopted children, stepchildren, stepparents, natural siblings, and parents of adopted children.

Each lease shall be in writing and shall require that the lessee abide by the terms of the Articles, Declaration of Covenants, Restrictions, and Easements, Bylaws, and Rules of the Association. Copies of any lease shall be provided to the Board of Directors at least thirty (30) days in advance of the proposed lease term.

Any land contract for the sale of a Living Unit shall be recorded, and a recorded copy of the same shall be provided to the Association prior to occupancy. Any land contract not recorded shall be considered an impermissible lease.

Owners properly leasing their Living Units prior to the recording of this Amendment shall be permitted to continue to lease until the end of such ownership interest provided that a copy of the current lease shall be on file with the Board within thirty (30) days after the filing of this Amendment with the County Recorder's Office. Said tenants and said leases shall be deemed to be "grandfathered" until the end of the ownership interest of the Owner(s). The Owner(s) properly leasing their Living Units prior to the recording of this Amendment shall be required to remove the tenant from the Living Unit when said Owner(s)' ownership interest ends.

Under no circumstances can a Living Unit be leased by an Owner for transient or hotel purposes. Further, sub-leasing of any excepted lease is prohibited.

Any conflict between the above provision and any other provisions of the Articles, Declaration, Bylaws, and Rules shall be interpreted in favor of the above amendment. Upon the recording of this amendment, only homeowners of record at the time of such filing shall have standing to contest the validity of the amendment, whether on procedural, substantive or any other grounds, provided further that any such challenge shall be brought in a court of common pleas within one (1) year of the recording of this amendment.

12.18.2018

EXHIBIT "B"

**AMENDMENT TO THE
DECLARATION OF COVENANTS, RESTRICTIONS, AND EASEMENTS
OF
MONTICELLO AT HIGH POINT HOMEOWNERS ASSOCIATION**

Article IX – Protective Covenants and Easements of the Declaration of Monticello at High Point Homeowners Association is hereby supplemented and amended to read as follows:

Section 3. Architectural Control. No exterior changes or alterations, including landscaping and fences, shall be undertaken by any Owner without prior Board or Architectural Review Committee review, as defined below, and approval. No building or other structures shall be erected, constructed, placed, altered, or suffered to remain upon any Cluster Site on the Premises by any person, unless and until the plans and specifications showing the size, height, type, and materials of construction thereof, and the location of the same, shall have been submitted and approved in writing as to the harmony of the external design and the location in relation to surrounding structures and topography by the Association.

Such plans and specifications shall be complied with as approved in all material aspects.

Notwithstanding anything to the contrary in the Master Declaration, or in this Declaration, the Association shall have the right hereunder to refuse to permit the construction of or expansion of any deck which extends to a depth beyond the depth of such deck originally approved by the Planning Commission of the City of Strongsville at the initial approval of the Master site plan.

The Association's right of review and approval hereunder shall be exercised by the Board of Directors, or by an Architectural Review Committee of three (3) representatives appointed by said Board. If the Board, or its designated Committee, as the case may be, fails to approve or disapprove any such plans and specifications within forty-five (45) days after the same has been submitted to it, approval will be deemed to have been denied, and this Article is not deemed to be complied with. Notwithstanding approval by the Association, the request may be denied by the Master Association in accordance with the Master Declaration.

Any conflict between the above provision and any other provisions of the Articles, Declaration, Bylaws, and Rules shall be interpreted in favor of the above amendment. Upon the recording of this amendment, only homeowners of record at the time of such filing shall have standing to contest the validity of the amendment, whether on procedural, substantive or any other grounds, provided further that any such challenge shall be brought in a court of common pleas within one (1) year of the recording of this amendment.

01.08.2019

EXHIBIT "C"

**AMENDMENT TO THE
BYLAWS
OF
MONTICELLO AT HIGH POINT HOMEOWNERS ASSOCIATION**

Article VII – Officers of the *Bylaws* of Monticello at High Point Homeowners Association is hereby supplemented and amended to read as follows:

Section 6. Treasurer.

The Treasurer shall receive and deposit in appropriate bank accounts all monies of the Association and shall disburse such funds as directed by resolution of the Board of Directors, provided, however, that a resolution of the Board of Directors shall not be necessary for disbursements made in the ordinary course of business conducted within the limits of a budget adopted by the Board. The Board, at each Board meeting, shall review and reflect its approval of expenses made by the Treasurer since the last meeting of the Board. The Treasurer shall keep proper books of account and maintained in an auditable form. The Treasurer shall prepare an annual budget and an annual balance sheet statement and the budget and balance sheet statement shall be presented to the membership at its regular annual meeting.

No annual audit shall be required; upon demand of the ownership, however, by a showing of support of two-thirds of all Owners demanding an audit by a certified public accountant, the Treasurer shall cause the initiation of any accounting so demanded within thirty (30) days of the verified demand.

Any conflict between the above provision and any other provisions of the Articles, Declaration, Bylaws, and Rules shall be interpreted in favor of the above amendment. Upon the recording of this amendment, only homeowners of record at the time of such filing shall have standing to contest the validity of the amendment, whether on procedural, substantive or any other grounds, provided further that any such challenge shall be brought in a court of common pleas within one (1) year of the recording of this amendment.

12.18.2018

EXHIBIT “D”