

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

*—attorneys at law—*

11221 Pearl Road

Strongsville, Ohio 44136-3344

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January 8, 2021

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

Re: Covenant for Administrative Conveyance Fee Amendment

Dear Mr. Balint:

Enclosed please find a time-stamped copy of the *ORIGINAL* document we filed on behalf of your Association. It was recorded with the Cuyahoga County Recorder's Office as Instrument No. 202101070335 on the 7<sup>th</sup> day of January 2021:

*CERTIFICATION OF AMENDMENT TO THE DECLARATION OF  
COVENANTS, RESTRICTIONS, AND EASEMENTS  
OF  
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

AF/kh

Enclosure

CUYAHOGA COUNTY  
OFFICE OF FISCAL OFFICER - 4  
DECL 1/7/2021 10:53:40 AM  
**202101070335**

**CERTIFICATION OF AMENDMENT TO THE  
DECLARATION OF COVENANTS, RESTRICTIONS, AND EASEMENTS  
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**, on or about January 1, 2021 the Board did meet to verify that the votes of the Cluster Site Owners in excess of Seventy-Five Percent (75%) of the voting power of the Monticello at High Point Homeowners Association approved a certain amendment to the Declaration of Covenants, Restrictions, and Easements for the Monticello at High Point Homeowners Association, which is attached hereto and made a part hereof as **Exhibit "A"**; and

**WHEREAS**, the procedure necessary to amend the Declaration as required by the Declaration for the Monticello at High Point Homeowners Association has in all respects been complied with as the Board has the signed writings from the membership that appropriately authorize adoption of Exhibit A.

**NOW THEREFORE**, the undersigned hereby executes this instrument thereby respectively amending the Declaration by the amendment attached hereto and made a part hereof as **Exhibit "A"**.

**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 29th day of December 2020.

WITNESSES:

Keri Hart  
signature

Keri Hart  
print

Francine M. Ryan  
signature

Francine M. Ryan  
print

MONTICELLO AT HIGH POINT  
HOMEOWNERS ASSOCIATION


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

By: Tom Penkowski  
Tom Penkowski, 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 Tom Penkowski, 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 29th day of December 2021.

Keri L. Hart  
Notary Public  
 **KERI L. HART**  
Notary Public, State of Ohio  
My Commission Expires  
October 28, 2023

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 12. Covenant for Administrative Conveyance Fee.**

Upon each conveyance of a Cluster Site, the property account shall be obligated and assessed Five Hundred Dollars (\$500.00) payable to the Association by the new Owner within thirty (30) days of the conveyance. It is expected that the new Owner will instruct any agent conducting the sale to make such payment at closing; said payment is in addition to all other assessments otherwise due and payable. The obligation shall defray Association costs in providing and obtaining required information regarding the new Owner, responding to realtor or title company inquiries, and responding to information requests from lenders.

Said obligation and assessment shall be treated as any other assessment authorized under Article VI herein, and shall further be subject to all available collection methods, or rights of lien, and may incur related interest, costs, and attorneys fees for the collection thereof.

Notwithstanding the above, any party involved in a conveyance where there is no consideration received or promised, such as a conveyance to a trust for the benefit of the existing Owner of a Cluster Site, shall be exempt from paying the Conveyance Fee as provided herein. Prior to any conveyance for which an existing Owner is claiming an exemption, the Owner shall apply to the Association in writing for confirmation that the exemption applies and, additionally, shall notify the Association of the new title Owner.

*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.*