



3681 S. Green Rd., #305  
Beachwood, Ohio 44122-5716  
Phone: 216/831-0165  
Fax: 216/831-4168

February 3, 2009

To: All Owners of Willowcreek Homeowners' Assoc., Inc.

Re: Leasing Restriction Amendment

Enclosed, please find a copy of the fully executed and recorded Amendment to the Declaration of Covenants, Conditions, Restrictions and Reservation of Easements for Willowcreek Homeowners' Assoc., Inc. The Amendment was filed with the Summit County Fiscal Office on January 23, 2009, at Instrument No. 55597020. The Amendment became binding and effective on the date it was filed.

Please be advised to file the Amendment with your respective copy of the Declarations and Code of Regulations and that all documents must be passed on to any future buyer of your home.

Also, in the event that you were renting out your home when the Amendment was recorded, you have **three (3) months, being until April 23, 2009**, in which to notify the Association, through our office, in writing, that your home should be grand fathered in.

As a reminder, the leasing of a home which does **not** include the parents or children of the owner, is prohibited.. The only exception is for a **one** time hardship that an owner may request from the Board. Owners that are grand fathered in or have hardship must also provide the Association, through our office, with a copy of the lease.

Should you have any questions, please do not hesitate to contact me at my office.

Sincerely yours,

Barry Barnett, President  
Barnett Management  
Managing Agent For: Willowcreek Homeowners' Assoc., Inc.

Enclosure

Return to Kirsty

AMENDMENT TO THE  
DECLARATION OF COVENANTS, CONDITIONS, RESTRICTIONS AND  
RESERVATION OF EASEMENTS  
FOR  
WILLOW CREEK



**55597020**  
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CONDO 56.00

PLEASE CROSS MARGINAL REFERENCE WITH THE DECLARATION OF COVENANTS, CONDITIONS, RESTRICTIONS AND RESERVATION OF EASEMENTS FOR WILLOW CREEK RECORDED AT INSTRUMENT NO. 55002041 OF THE SUMMIT COUNTY RECORDS.

THIS WILL CERTIFY THAT A COPY OF THIS AMENDMENT TO THE DECLARATION OF COVENANTS, CONDITIONS, RESTRICTIONS AND RESERVATION OF EASEMENTS FOR WILLOW CREEK WAS FILED IN THE OFFICE OF THE FISCAL OFFICER OF SUMMIT COUNTY, OHIO.

DATED: 1-21-2009

BY: **JOHN A. DONOFRIO**  
FISCAL OFFICER

By [Signature]  
Tom Minninger

AMENDMENT TO THE  
DECLARATION OF COVENANTS, CONDITIONS, RESTRICTIONS AND  
RESERVATION OF EASEMENTS FOR WILLOW CREEK

WHEREAS, the Declaration of Covenants, Conditions, Restrictions and Reservation of Easements for Willow Creek (the "Declaration") was recorded at Summit County Records Instrument No. 55002041 and the Code of Regulations for Willow Creek of Summit County Homeowners Association, Inc. (the "Code"), was recorded at Summit County Records Instrument No. 55450066, and

WHEREAS, the Willow Creek of Summit County Homeowners Association, Inc. (the "Association") is a corporation consisting of all Owners in Willow Creek and as such is the representative of all Owners, and

WHEREAS, Article XIV, Section 14.2 of said Declaration authorizes amendments to the Declaration, and

WHEREAS, Owners representing at least 75% of the Association's voting power have executed instruments in writing setting forth specifically the matter to be added (the "Amendment"), and

WHEREAS, the Association has in its records the signed, written consents to the Amendment signed by Owners representing 76.5% of the Association's voting power as of November 11, 2008, and

WHEREAS, the Association has in its records the power of attorney signed by Owners representing 76.5% of the Association's voting power authorizing the Association's officers to execute the Amendment on their behalf, and

WHEREAS, the proceedings necessary to amend the Declaration as required by the Declaration have in all respects been complied with.

NOW THEREFORE, the Declaration of Covenants, Conditions, Restrictions and Reservation of Easements for Willow Creek is hereby amended by the following:

INSERT a new DECLARATION ARTICLE IX, SECTION 9.1.11 entitled, "Leasing of Dwelling Units." Said new addition, to be added on Page 15 of the Declaration, as recorded at Summit County Records, Instrument No. 55002041, is as follows:

9.1.11 Leasing of Dwelling Units. No Dwelling Unit shall be leased, let or rented, whether for monetary compensation or not, by an Owner to others for business, speculative, investment or any other purpose. The



intent of this restriction is to create a community of resident Owners, subject to the following:

9.1.11.1 This restriction does not apply to: (a) Dwelling Units that are occupied by the parent(s) or child(ren) of the Owner; or, (2) any Owner leasing or renting his/her Dwelling Unit at the time of recording of this amendment with the Summit County Fiscal Office, and who has registered his/her Dwelling Unit as being leased with the Association within ninety (90) days of the recording of this amendment, said Owner shall continue to enjoy the privilege of leasing that Dwelling Unit until the title to said Dwelling Unit is transferred to a subsequent Owner.

9.1.11.2 To meet a special situation and to avoid an undue hardship or practical difficulty, each Owner has the right to lease his/her Dwelling Unit, provided the Owner gives prior written notice to the Board, to a specified lessee for a one-time period not less than six (6) consecutive months nor more than twenty-four (24) consecutive months. The one-time hardship exception of up to twenty-four (24) months may in no event be extended beyond the one twenty-four (24) month period.

9.1.11.3 In no event shall a Dwelling Unit be rented or leased by the Owner thereof for transient purposes, which is defined to mean a rental for any period less than six (6) full, consecutive calendar months, nor rented or leased to any business or corporate entity for the purpose of corporate housing or similar type usage. Sub-leasing of any Dwelling Unit, in whole or in part, is also prohibited.

9.1.11.4 Any land contract for the sale of a Dwelling Unit must be recorded and a recorded copy of the same shall be delivered to the Board. Any land contract not recorded shall be considered an impermissible lease.

9.1.11.5 All exempted leases must be in writing. The lessee must abide by the terms of the Declaration, Code, and rules and regulations. The Owner shall relinquish all amenity privileges, but continue to be responsible for all obligations of ownership of his/her Dwelling Unit and shall be jointly and severally liable with the lessee to the Association for the conduct of the lessee and/or any damage to property. Copies of all exempted leases



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John A Donofrio, Summit Fiscal Officer

shall be delivered to the Board prior to the beginning of the lease term.

Any conflict between this provision and any other provisions of the Declaration and Code shall be interpreted in favor of this restriction on the leasing of Dwelling Units. Upon the recording of this amendment, only Owners 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 the court of common pleas within one year of the recording of the amendment.

IN WITNESS WHEREOF, the said Willow Creek of Summit County Homeowners Association, Inc. has caused the execution of this instrument this 15<sup>th</sup> day of January, 2008. (NJR)  
2009.

WILLOW CREEK OF SUMMIT COUNTY HOMEOWNERS ASSOCIATION, INC.

By: Ralph Christ  
RALPH CHRIST, its President

By: Lee Hampton  
LEE HAMPTON, its Secretary



John A Donofrio, Summit Fiscal Officer

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STATE OF OHIO )  
 )  
COUNTY OF Cuyahoga ) SS

BEFORE ME, a Notary Public, in and for said County, personally appeared the above named Willow Creek of Summit County Homeowners Association, Inc., by its President and its Secretary, who acknowledged that they did sign the foregoing instrument, on Page 4 of 5, and that the same is the free act and deed of said corporation and the free act and deed of each of them personally and as such officers.

IN WITNESS WHEREOF, I have hereunto set my hand and official seal in Beachwood, Ohio, this 15<sup>th</sup> day of January, 2008, (NTL)  
2009.

Nancy J. Ketzak  
NOTARY PUBLIC **NANCY J. KETZAK**  
NOTARY PUBLIC, STATE OF OHIO  
Recorded in Cuyahoga County  
My Comm. Expires Dec. 14, 2012

This instrument prepared by:  
KAMAN & CUSIMANO, Attorneys at Law  
2000 Terminal Tower  
50 Public Square  
Cleveland, Ohio 44113  
(216) 696-0650

