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Renters/Leasing
Article 3
Section 2
pages 5

AMENDMENT

TO THE

DECLARATION OF

MARINA TOWER CONDOMINIUM ASSOCIATION

Sandusky, Ohio

RN 200011010 Page 1 of 2
ERIE COUNTY OHIO RECORDER
John W. Schaeffer 2P
RECORDING FEE: 14.00
CTR Date 08/29/2000 Time 15:06:20

I, the president of the Marina Tower Condominium Association do hereby acknowledge that during the Special Meeting of the Marina Tower Condominium Association held on July 23, 2000, I, as President, was authorized and directed to file the within Amendment.

WHEREAS, a Declaration and Bylaws creating and establishing a plan for Condominium ownership under Chapter 5311 of the Revised Code of Ohio for Marina Tower Condominium was filed for record on April 29, 1988 in Erie County Deed Records, Volume 542, Pages 917-965 inclusive;

WHEREAS, said Declaration at Article III, Section 2(g) states as follows:

(g) Renting and Leasing. No unit or part thereof, unless the same is owned by the Association, shall be rented or used for transient or hotel purposes, which is defined as: (i) rental for any period less than seven (7) days; (ii) rental under which occupants are provided customary hotel services such as room service for food and beverages, maid service, the furnishing of laundry and linen, busboy service, and similar services; or (iii) rental to roomers or boarders, that is, rental to one or more persons of a portion of a Unit only. No lease may be of less than an entire Unit. NO Garage Space shall be leased or rented to other than the owner or occupant of a Unit, nor for fewer than seven (7) days, nor for longer than one (1) year, or with renewal rights extending beyond one year, without the prior written approval of the Board, given at its sole discretion. Any lease agreement shall be in writing, shall provide that the lease shall be subject in all respects to the provisions hereof, and to the rules and regulations promulgated from time to time by the Board, and shall provide that the failure by the tenant to comply with the terms of the Condominium organizational documents and lawful rules and regulations shall be a default under the lease. Prior to the commencement of the

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term of a lease the Unit owner shall notify the Board, in writing, the name or names of the tenant or tenants and the time during which the lease term shall be in effect.

WHEREAS, said Declaration at Article III, Section 1, provides the membership with the power to amend and requires the consent of Unit owners exercising not less than Seventy-five percent (75%) of the voting power of Unit owners;

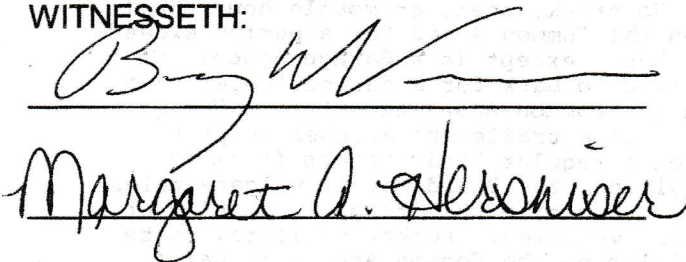
WHEREAS, each of the members of the Association who attended the meeting for such purpose, such attendance comprising not less than Seventy-five percent (75%) of the voting power of Unit owners, adopted the following amendment to said Declaration:

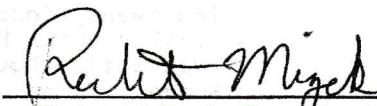
The seven (7) day rental period referenced in Article III, Section 2(g) shall be replaced with a period of not less than thirty (30) consecutive days.

FURTHER, the members of the Association authorized the President of the Association to file the appropriate documents with the Erie County Recorder to effectuate the above amendment as required by the Bylaws of Marina Tower Condominium Association Article X.

WITNESSETH:

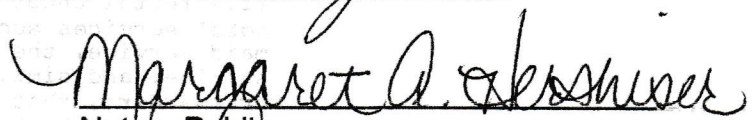
MARINA TOWER CONDOMINIUM Association


Margaret A. Hershiser

By: 
Robert Mizek, President

STATE OF OHIO :
: ss.
COUNTY OF ERIE :

Sworn to and subscribed before me this 24 day of Aug., 2000.


Notary Public

MARGARET A. HERSHISER
State of Ohio, Notary Public
My Commission Expires Feb. 15, 2002