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470 Olde Worthington Road, Suite 460
Columbus, Ohio 43082

May 23, 2016

Tidewater HOA
c/o Frank Dematteis, Property Manager
Real Property Management, Inc.
5550 Blazer Parkway, Suite 175
Dublin, Ohio 43017

Re: Leasing Restriction, Occupancy Restriction, Initial
Capital Contribution, Rules, Architectural Control,
Electronic Notice, and Lot Maintenance
Amendments

Dear Mr. Dematteis:

Enclosed, please find the original, fully executed and recorded Amendments to the Declaration of Covenants, Easements, Conditions and Restrictions, Assessment Liens for Tide Water Homeowner's Association. The Amendments were filed with the Franklin County Recorder's Office on April 27, 2016, at Instrument No. 201604270051754 and became binding and effective on the date they were filed.

At this time, please send a copy to every owner, including the Board members. In doing so, owners should be advised to file the Amendments with their respective copy of the Declaration and Bylaws and that all of the documents must be passed onto the future buyer of their home.

In sending out the Amendments, a cover letter should be included that advises owners that:

CLEVELAND
Terminal Tower
50 Public Square, Suite 2000
Cleveland, Ohio 44113
(216) 696-0650
(216) 771-8478 Telefax



COLUMBUS
OfficePointe at Polaris
470 Olde Worthington Road, Suite 460
Columbus, Ohio 43082
(614) 882-3100
(614) 882-3800 Telefax

- 1) As a general matter, Tidewater HOA is an owner-occupied community; lots are not to be purchased and held for investment/leasing purposes. As such, the leasing of lots at Tidewater is prohibited with few exceptions.

The occupancy of an owner's lot by the owner's parent(s) or child(ren) is not considered a rental and is permitted.

Any owner currently leasing their lot, and who has registered their lot with the Association within 90 days of April 27, 2016, may continue to lease the unit until title to the unit is transferred to a subsequent owner.

In addition, every owner may lease their unit when faced with a hardship for up to a maximum total of 24 consecutive months; no extensions beyond the 24 month period are permitted for any reason. The right to lease a unit for a total of 24 consecutive months began for every unit owner on April 27, 2016, the day the amendment was filed with the County Recorder's Office. Unit rentals before April 27, 2016, do not count against the 24 month cap.

- 2) Tier III sexual offenders for whom the County Sheriff must provide notice are now prohibited from living or residing on the property. Pursuant to Ohio Revised Code Section 2950.11, the sheriff must notify either the individual owners or the Association of a Tier III sexual offender. If the Management Company and/or Association receives such notification, the Association will photocopy the notice and distribute the notice to all residents. By informing the residents of the presence of a Tier III sexual offender, the Board is allowing residents to take individual precautions that they deem appropriate until the Association can initiate legal action to have the Tier III sexual offender removed from the property.
- 3) Future owners must now pay a one-time, flat fee of two times the monthly assessments to boost the Association's reserve account from new purchasers who have not been required to fund the Association's reserves over time.
- 4) The Board may now promulgate rules for the maintenance, conservation, and beautification of the property.
- 5) The Board now has the authority to approve major exterior modifications on the lots and to establish guidelines for major renovation projects.
- 6) Any owner who provides the Board with the appropriate written notice may now receive any required notice, may accomplish any signature, vote, consent or approval, and may make a payment through electronic mail, electronic transmission, or any other technology

so available in the future. To encourage owners to register for electronic notices, I recommend that you include a notice form that an owner may complete and return to the Association.

- 7) Owners must now keep their grass and lawns no longer than 6 inches in height from grade level.

With the receipt of the recorded Amendments, our work on this matter is complete and I have closed our file accordingly.

Should you or any of the Board members have any questions or wish to further discuss this matter, please do not hesitate to telephone me.

Sincerely yours,



JEFFREY E. KAMAN

JEK:mlm

Enclosure

xc: All Board Members (via electronic mail)



Instrument Number: 201604270051754
Recorded Date: 04/27/2016 10:45:09 AM



Terry J. Brown
 Franklin County Recorder
 373 South High Street, 18th Floor
 Columbus, OH 43215
 (614) 525-3930
<http://Recorder.FranklinCountyOhio.gov>
Recorder@FranklinCountyOhio.gov

FranklinCountyRecorderTerryBrown @RecorderBrown

Transaction Number: T20160025493
Document Type: DECLARATION
Document Page Count: 13

Submitted By (Mail):
 KAMAN & CUSIMANO LLC

Mail

Return To (Mail Envelope):
 KAMAN & CUSIMANO LLC

Mail Envelope

First Grantor:
 TIDEWATER HOMEOWNERS ASSN

First Grantee:
 TIDEWATER HOMEOWNERS ASSN

Fees:
 Document Recording Fee: \$28.00
 Additional Pages Fee: \$88.00
 Marginal Reference Fee: \$8.00

Instrument Number: 201604270051754
Recorded Date: 04/27/2016 10:45:09 AM

Total: \$124.00

OFFICIAL RECORDING COVER PAGE

DO NOT DETACH

THIS PAGE IS NOW PART OF THIS RECORDED DOCUMENT

NOTE: If the document data differs from this cover sheet, the document data always supersedes the cover page.
 COVER PAGE DOES NOT INCLUDE ALL DATA, PLEASE SEE INDEX AND DOCUMENT FOR ANY ADDITIONAL INFORMATION.

TRANSFER
NOT NECESSARY

APR 25 2016

CLARENCE E. MINGO II
AUDITOR
FRANKLIN COUNTY, OHIO

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CONVEYANCE TAX EXEMPT	
M	mwv
CLARENCE E. MINGO II FRANKLIN COUNTY AUDITOR	

AMENDMENTS TO THE
DECLARATION OF COVENANTS, EASEMENTS, CONDITIONS AND
RESTRICTIONS, ASSESSMENT LIENS
FOR
TIDEWATER HOMEOWNER'S ASSOCIATION

PLEASE CROSS MARGINAL REFERENCE WITH THE DECLARATION OF COVENANTS, EASEMENTS, CONDITIONS AND RESTRICTIONS, ASSESSMENT LIENS FOR TIDEWATER HOMEOWNER'S ASSOCIATION RECORDED AT INSTRUMENT NO. 200604270078970 AND THE BYLAWS OF TIDEWATER HOMEOWNERS' ASSOCIATION RECORDED AT INSTRUMENT NO. 201103090033441 OF THE FRANKLIN COUNTY RECORDS.

**AMENDMENTS TO THE
DECLARATION OF COVENANTS, EASEMENTS,
CONDITIONS AND RESTRICTIONS, ASSESSMENT LIENS FOR
TIDEWATER HOMEOWNER'S ASSOCIATION**

WHEREAS, the Declaration of Covenants, Easements, Conditions and Restrictions, Assessment Liens for Tidewater Homeowner's Association (the "Declaration") was recorded at Franklin County Records, Instrument No. 200604270078970 and the Bylaws of Tidewater Homeowners' Association (the "Bylaws") were recorded in Franklin County Records, Instrument No. 201103090033441, and

WHEREAS, the Tidewater Homeowners' Association (the "Association") is a corporation consisting of all Owners in Tidewater and as such is the representative of all Owners, and

WHEREAS, Declaration Article XIII, Section C authorizes amendments to the Declaration and Bylaws Article VII, Section 7.01 authorizes amendments to the Bylaws, and

WHEREAS, Owners representing at least 50% of the Association's current voting power have executed instruments in writing setting forth specifically the matters to be modified (the "Amendments"), and

WHEREAS, the Association has in its records the signed, written consents to Amendments A and E signed by Owners representing 94% of the Association's voting power as of January 31, 2016, and

WHEREAS, the Association has in its records the power of attorney signed by Owners representing 94% of the Association's voting power authorizing the Association's officers to execute Amendments A and E on their behalf, and

WHEREAS, the Association has in its records the signed, written consents to Amendments B, G, and H signed by Owners representing 100% of the Association's voting power as of January 31, 2016, and

WHEREAS, the Association has in its records the power of attorney signed by Owners representing 100% of the Association's voting power authorizing the Association's officers to execute Amendments B, G, and H on their behalf, and

WHEREAS, the Association has in its records the signed, written consents to Amendments C signed by Owners representing 83% of the Association's voting power as of January 31, 2016, and

WHEREAS, the Association has in its records the power of attorney signed by Owners representing 83% of the Association's voting power authorizing the Association's officers to execute Amendment C on their behalf, and

WHEREAS, the Association has in its records the signed, written consents to Amendments D signed by Owners representing 96% of the Association's voting power as of January 31, 2016, and

WHEREAS, the Association has in its records the power of attorney signed by Owners representing 96% of the Association's voting power authorizing the Association's officers to execute Amendment D on their behalf, and

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

NOW THEREFORE, the Declaration of Covenants, Easements, Conditions and Restrictions, Assessment Liens of Tidewater Homeowner's Association is amended by the following:

AMENDMENT A

INSERT a new DECLARATION ARTICLE IV, SECTION Z entitled, "Leasing of Lots." Said new addition, to be added on Page 8 of the Declaration, as recorded at Franklin County Records, Instrument No. 200604270078970, is as follows:

Z. Leasing of Lots. To create a community of resident Lot Owners; no Lot can be leased, let, or rented, whether for monetary compensation or not, by an Owner to others for business, speculative, investment, or any other purpose, subject to the following:

1. The above prohibition does not apply to:

(a) Lots that are occupied by the parent(s) or child(ren) of the Owner(s); or,

(b) any Owner(s) leasing or renting their Lot at the time of recording of this amendment with the Franklin County Recorder's Office, and who has registered their Lot as being leased with the Association within 90 days of the recording of this amendment ("Grandfathered Lot"); said Owner(s) can continue to enjoy the privilege of leasing that Lot, subject to the restrictions and requirements in Paragraph 3, until the title to said Grandfathered Lot is transferred to a subsequent Owner(s), at which time the Lot will no longer be classified as a Grandfathered Lot.

2. To meet a special situation and to avoid a practical difficulty or other undue hardship, each Owner(s) has the right to lease their Lot to a specified lessee for a one-time period of no more than 24 consecutive months, subject to the restrictions and requirements as identified in Paragraphs 3 and 4 below. To exercise this right, the Owner cannot be more than 30 days delinquent in any assessment or other payment due to the Association and the Owner must provide the Board with prior, written notice at least 10 business days prior to the commencement of the lease. If the Owner is more than 30 days delinquent, the Owner may request and receive a one-time hardship exception only with the Board's prior written consent.

3. The leasing of any Lot in accordance with subparagraphs (a) or (b) above is subject to the following conditions and restrictions:

(a) No Lot can be rented or leased by the Owner(s) for transient purposes, which is defined to mean a rental for any period less than six 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 Lot, in whole or in part, is also prohibited.

(b) The Association has at all times a limited power-of-attorney from and on behalf of any Owner who is more than 30 days delinquent in the payment of any Assessment or charges due the Association to collect the lease/rent payments directly from the delinquent Owner's tenant/renter until such delinquency is paid in full.

(c) All leases must be in writing and a copy provided to the Board prior to the beginning of the lease term. The lessee must abide by the terms of the Declaration, Bylaws, and rules and regulations. When an Owner leases their Lot, the Owner(s) relinquishes all amenity privileges, but continue(s) to be responsible for all obligations of ownership of their Lot and is/are jointly and severally liable with the lessee to the Association for the conduct of the lessee and/or any damage to property.

4. Any land contract for the sale of a Lot must be recorded with the Franklin County Recorder's Office and a recorded copy of the land contract must be delivered to the Board within 30 days of such recording. Any land contract not recorded is an impermissible lease.

5. The Board may adopt and enforce rules and/or definitions in furtherance, but not in contradiction of the above provisions, including, without limitation, rules to address and eliminate attempts to circumvent the meaning or intent of this Section Z and in furtherance of the preservation of Tidewater as an owner-occupied community and against the leasing of Lots for investment or other purposes. The Board further has full power and authority to deny the occupancy of any Lot by any person or family if the Board, in its sole discretion, determines that the Owner of such Lot is intending or seeking to circumvent the meaning, purpose, or intent of this Section Z.

Any conflict between this provision and any other provisions of the Declaration and Bylaws will be interpreted in favor of this restriction on the leasing of Lots.

The invalidity of any part of the above provision does not impair or affect in any manner the validity or enforceability of the remainder of the provision. Upon the recording of this amendment, only Owners of record at the time of such filing have standing to contest the validity of the amendment, whether on procedural, substantive, or any other grounds, provided further that any such challenge must be brought in the court of common pleas within one year of the recording of the amendment.

AMENDMENT B

INSERT a new DECLARATION ARTICLE IV, SECTION AA entitled, "Occupancy Restriction." Said new addition, to be added on Page 8 of the Declaration, as recorded at Franklin County Records, Instrument No. 200604270078970, is as follows:

AA. Occupancy Restriction. A person who is classified a Tier III or Tier II sexual offender/child-victim offender, or any future equivalent classification, and for whom the County Sheriff or other government entity must provide community notification of the sex offender's residence is prohibited from residing in or occupying a Lot or remaining in or on the Property for any length of time. The classification of a sexual offender/child-victim offender and determination of whether notice is required is made by a court of law pursuant to the Ohio Sex Offenders Act, as may be amended or renamed from time to time, or similar statute from another jurisdiction. The Association is not, however, liable to any Owner or occupant, or anyone visiting any Owner or the Association, as a result of the Association's alleged failure, whether negligent, intentional, or otherwise, to enforce the provisions of this restriction.

Any conflict between this provision and any other provisions of the Declaration and Bylaws will be interpreted in favor of this restriction on the occupancy of Lots. The invalidity of any part of the above provision does not impair or affect in any manner the validity or enforceability of the remainder of the provision. Upon the recording of this amendment, only Owners of record at the time of such filing have standing to contest the validity of the amendment, whether on procedural, substantive, or any other grounds, provided further that any such challenge must

be brought in the court of common pleas within one year of the recording of the amendment.

AMENDMENT C

INSERT a new DECLARATION ARTICLE VII, SECTION B, PARAGRAPH 9 entitled, "Capital Contribution." Said new addition, to be added on Page 12 of the Declaration, as recorded at Franklin County Records, Instrument No. 200604270078970, is as follows:

9. Capital Contribution. Each purchaser of a Lot, regardless of how title is acquired, will be required to make, at the time such purchaser acquires title to a Lot, a one-time capital contribution to the Association in the amount of two times the Annual Assessment attributable to said Lot. The capital contribution to be paid hereunder is not an escrow or advance and is not refundable. Said capital contribution is due and collectible from the Owner at the time of transfer of record title of the Lot and will be used to fund a replacement reserve. Notwithstanding anything else contained herein, this one-time capital contribution assessment will not apply, and will not be collected, in the following limited circumstances:

(a) If there is a record title transfer between a current Owner and that Owner's family trust where the trustee or beneficiary of the trust is the Owner or where the trustee or beneficiary is an immediate family member of the Owner; or

(b) If a Lot is refinanced in the name of the current Owner; or

(c) If a current Owner records a deed or other conveyance for the sole purpose of adding the name of a family member(s) to the legal title of the Lot; or

(d) If a current Owner directly transfers recorded title of a Lot to a family member(s); or

(e) In the event of the death of an Owner, if the title of the Lot is transferred to a family member(s) of the Owner through a probate estate, trust or other legal vehicle or instrumentation of inheritance; or

(f) If the Owner records a deed for the purpose of reflecting a personal name change created by marriage or other legal means.

Any conflict between this provision and any other provisions of the Declaration and Bylaws will be interpreted in favor of this creation of a one-time, flat fee to be paid by Owners upon acquisition of title to a Lot. The invalidity of any part of the above provision does not impair or affect in any manner the validity or enforceability of the remainder of the provision. Upon the recording of this amendment, only Owners of record at the time of such filing have standing to contest the validity of the amendment, whether on procedural, substantive, or any other grounds, provided further that any such challenge must be brought in the court of common pleas within one year of the recording of the amendment.

AMENDMENT D

DELETE DECLARATION ARTICLE II, SECTION O entitled, "Rules," in its entirety. Said deletion to be taken from Page 4 of the Declaration, as recorded at Franklin County Records, Instrument No. 200604270078970.

INSERT a new DECLARATION ARTICLE II, SECTION O entitled, "Rules." Said new addition, to be added on Page 4 of the Declaration, as recorded at Franklin County Records, Instrument No. 200604270078970, is as follows:

O. Rules: mean and refer to reasonable rules adopted and promulgated by the Board, by written notice to the Owners, as the Board deems advisable for the maintenance, conservation and beautification of the Property, including the Lots and the Reserves, and/or for the reasonable health, comfort, safety and general welfare of the Owners and occupants, and/or to govern the operation and use of the Property or any portion thereof, and to establish a procedure for levying and collecting reasonable enforcement assessments for

any infractions of the Rules, or any covenant, condition, restriction or responsibility of this Declaration or the Bylaws.

Any conflict between the above provisions and any other provisions of the Declaration and Bylaws will be interpreted in favor of this amendment to permit the Board to adopt and enact rules. The invalidity of any part of the above provision does not impair or affect in any manner the validity or enforceability of the remainder of the provision. Upon the recording of these amendments, only Owners of record at the time of such filing have standing to contest the validity of these amendments, whether on procedural, substantive, or any other grounds, provided further that any such challenge must be brought in the court of common pleas within one year of the recording of the amendments.

AMENDMENT E

INSERT a new PARAGRAPH to the end of DECLARATION ARTICLE V, SECTION A. Said new addition, to be added on Page 9 of the Declaration, as recorded at Franklin County Records, Instrument No. 200604270078970, is as follows:

No building, fence, wall, sign or other structure will be commenced, erected, altered, modified, or remodeled on the Property, including the Lots, nor will any exterior addition to or change or alteration to a Lot be made, unless and until the plans and specifications showing the nature, kind, shape, height, materials, color and location of the same will have been submitted to and approved in writing by the Board or its designated representative, as to lawfulness and appropriateness, and as to harmony of external design, color, materials, size, and location in relation to surrounding structures and topography. In furtherance of the Board's architectural approval authority, the Board may adopt reasonable Rules in its business judgment discretion governing design and architectural standards for Lots.

Any conflict between this provision and any other provisions of the Declaration or Bylaws will be interpreted in favor of this change in the approval procedure for architectural control on developed Lots. The invalidity of any part of the above provision will not impair or affect in any manner the validity or

enforceability of the remainder of the provision. Upon the recording of this amendment, only Owners of record at the time of such filing will have standing to contest the validity of the amendment, whether on procedural, substantive, or any other grounds, provided further that any such challenge will be brought in the court of common pleas within one year of the recording of the amendment.

AMENDMENT F

[Intentionally Left Blank - Amendment Proposal Did Not Pass]

AMENDMENT G

DELETE DECLARATION ARTICLE XIII, SECTION J entitled, "Notices" in its entirety. Said deletion, to be made on Page 17 of the Declaration, as recorded at Franklin County Records, Instrument No. 200604270078970.

INSERT a new DECLARATION ARTICLE XIII, SECTION J entitled, "Notices." Said new addition, to be added on Page 17 of the Declaration, as recorded at Franklin County Records, Instrument No. 200604270078970, is as follows:

J. Notices. All notices required or permitted by the Declaration and under the Bylaws, to the Association or the Board of Directors, must be in writing and sent by regular U.S. mail, first-class postage prepaid, to the Board or the Association at the Property's address or to such other address as the Board may designate from time to time by notice in writing to all Owners. All notices to any Owner must be sent by one of the following methods: 1) hand-delivered, or 2) sent by regular U.S. mail, first-class postage prepaid to such Owner's Lot address, or 3) to such other address as may be designated by the Owner, in writing, to the Board of Directors, or 4) by electronic mail or other use of technology pursuant to the provisions below. Any notice required or permitted to be given to any Lot occupant other than the Owner will effectively be given if hand-delivered or sent by regular U.S. mail, first-class postage prepaid, to the Lot address.

Due to the ongoing development of new technologies and corresponding changes in business practices, to the extent permitted by Ohio and Federal law, as well as by the Board, now or in the future: (1) any notice required to be sent or received; (2) any signature, vote, consent, or approval required to be obtained; or (3) any payment required to be made, under the Declaration or Bylaws, may be accomplished or required using the most advanced technology available at that time provided such use is a generally accepted business practice. This includes, without limitation, the use of electronic mail or other electronic transmission in lieu of any Association required written notice to Owners, individually or collectively, to or from any Owner who has given the Association written consent to such use of electronic mail or other electronic transmission, and for the Association to properly and effectively receive any Owner's signature, vote, consent, or approval the Association needs or requires, subject to the following:

1. An electronic mail or other electronic transmission to an Owner is not considered delivered and effective if the Association's transmission to the Owner fails two consecutive times, e.g. the Association receives an "undeliverable" or similar message, or the inability to deliver the transmission to the Owner becomes known to the person responsible for sending the transmission. If the electronic mail or other electronic transmission is not delivered or effective, the Association will deliver such notice or other communication to the Owner in writing by regular U.S. mail, by hand delivery, or by leaving the notice under or attached to the front door of the Owner's Lot.

2. Any Owner who has not given the Association written consent to such use of electronic mail or other electronic transmission will receive notices, including any notice of delinquency of any payment due, either by personal delivery or regular mail to such Owner's residence in the Property or the last known address of the Owner.

Any conflict between this provision and any other provisions of the Declaration and Bylaws will be interpreted in favor of this amendment permitting the

Association to use electronic communications to the extent permitted by Ohio and Federal law. The invalidity of any part of the above provision does not impair or affect in any manner the validity or enforceability of the remainder of the provision. Upon the recording of this amendment, only Owners of record at the time of such filing have standing to contest the validity of the amendment, whether on procedural, substantive, or any other grounds, provided further that any such challenge must be brought in the court of common pleas within one year of the recording of the amendment.

AMENDMENT H

MODIFY DECLARATION ARTICLE IV, SECTION W entitled, "Lot Maintenance." Said modification, to be made on Page 8 of the Declaration, as recorded at Franklin County Records, Instrument No. 200604270078970, is as follows (deleted language is crossed-out; new language is underlined):

W. Lot Maintenance: Each Owner of a Lot hereof ~~not improved with a residential dwelling~~ agrees to maintain such Lot in a clean and sanitary condition and agrees to periodically cut the grass, weeds and brush upon such Lot. Upon failure of the Owner to so maintain a Lot, including permitting the grass to exceed 6 inches in height from grade level, the Association, as hereinafter defined, shall have has the right, but not the obligation, to clear such Lot of grass, weeds and brush, the expenses thereof to be assessed to the Owner of the Lot and, if not paid by the Owner, the Association may create a lien upon such Lot in the same manner as described herein.

Any conflict between this provision and any other provisions of the Declaration and Bylaws will be interpreted in favor of this amendment regarding restrictions for Lot maintenance. The invalidity of any part of the above provision does not impair or affect in any manner the validity or enforceability of the remainder of the provision. Upon the recording of this amendment, only Owners of record at the time of such filing have standing to contest the validity of the amendment, whether on procedural, substantive, or any other grounds, provided further that any such challenge must be brought in the court of common pleas within one year of the recording of the amendment.

