

CUYAHOGA COUNTY  
OFFICE OF FISCAL OFFICER - 11  
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**201112220346**

AMENDMENTS TO THE  
MASTER DECLARATION OF COVENANTS, CONDITIONS,  
EASEMENTS AND RESTRICTIONS  
OF  
LAKEHURST

PLEASE CROSS MARGINAL REFERENCE WITH THE MASTER  
DECLARATION OF COVENANTS, CONDITIONS, EASEMENTS AND  
RESTRICTIONS OF LAKEHURST RECORDED AT INSTRUMENT NO,  
200003270088 OF THE CUYAHOGA COUNTY RECORDS.

AMENDMENTS TO THE  
MASTER DECLARATION OF COVENANTS, CONDITIONS, EASEMENTS  
AND RESTRICTIONS OF LAKEHURST

WHEREAS, the Master Declaration of Covenants, Conditions, Easements and Restrictions of Lakehurst (the "Declaration") was recorded at Cuyahoga County Records Instrument No. 200003270088, and

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

WHEREAS, Article XII, Section 12.11(c) of said Declaration authorizes amendments to the Declaration, and

WHEREAS, a meeting of the Association's Owners was held on or about November 2, 2011, and, at such meeting and any adjournment thereof, Owners representing at least 50% of the voting power of the Association executed, in person or by proxy, an instrument 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 Amendment A signed by Owners representing 55% of the Association's voting power, together with the minutes from said meeting and any continuation thereof, and

WHEREAS, the Association has in its records the power of attorney signed by Owners representing 55% of the Association's voting power authorizing the Association's officers to execute Amendment A on their behalf, and

WHEREAS, the Association has in its records the signed, written consents to Amendment B signed by Owners representing 60% of the Association's voting power, together with the minutes from said meeting and any continuation thereof, and

WHEREAS, the Association has in its records the power of attorney signed by Owners representing 60% of the Association's voting power authorizing the Association's officers to execute Amendment B on their behalf, and

WHEREAS, the Association has in its records the signed, written consents to Amendment C signed by Owners representing 70% of the Association's voting power, together with the minutes from said meeting and any continuation thereof, and

WHEREAS, the Association has in its records the power of attorney signed by Owners representing 70% of the Association's voting power authorizing the Association's officers to execute Amendment C 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 Master Declaration of Covenants, Conditions, Easements and Restrictions of Lakemhurst is hereby amended by the following:

#### AMENDMENT A

INSERT a new DECLARATION ARTICLE VII, SECTION 7.23 entitled, "Occupancy Restriction." Said new addition, to be added on Page 16 of the Declaration, as recorded at Cuyahoga County Records, Instrument No. 200003270088, is as follows:

##### Section 7.23 - 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 Dwelling Unit 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 and/or renamed from time to time, or similar statute from another jurisdiction. The Association shall not, however, be 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 shall be interpreted in favor of this restriction

on the occupancy of Dwelling Units. The invalidity of any part of the above provision, shall 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 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.

#### AMENDMENT B

MODIFY ARTICLE IX, SECTION 9.2 OF THE INDEX. Said modification, to be made on Page ii of the Declaration Index, as recorded at Cuyahoga County Records, Instrument No. 200003270088, is as follows (deleted language is crossed-out):

Section 9.2                      Responsibility for Payment of Assessments;    20  
~~Pareel Assessments~~

MODIFY DECLARATION ARTICLE II, SECTION 2.2(q) entitled, "OWNER." Said modification, to be made on Page 4 of the Declaration, as recorded at Cuyahoga County Records, Instrument No. 200003270088, is as follows (new language is underlined):

(q) "OWNER". The record Owner of fee simple title or a ninety-nine (99) year leasehold estate, renewable forever in any Dwelling Unit or vacant plotted subplot, including the Declarant and a Developer (except as otherwise provided herein) with respect to any unsold Dwelling Unit or vacant plotted subplot, but Owner shall exclude in all cases any party holding an interest merely as security for the performance of an obligation. If a Dwelling Unit or vacant plotted subplot is sold under a land installment contract, the purchaser (Vendee) (rather than the fee Owner) will be considered the Owner. Every Owner shall be treated for all purposes as a single Owner for each Dwelling Unit or vacant plotted subplot held irrespective of whether such ownership is joint, in common, or tenancy by entirety. Where such ownership is joint, in common, or tenancy by entirety, the majority vote of such Owners shall be necessary to cast any vote to which such Owners are entitled.

MODIFY DECLARATION ARTICLE V, SECTION 5.2 entitled, "Membership and Voting Rights." Said modification, to be made on Pages 7-8 of the Declaration, as recorded at Cuyahoga County Records, Instrument No. 200003270088, is as follows (new language is underlined):

Section 5.2 - Membership and Voting Rights

(a) Membership

(1) Every Owner, as defined in Article II, shall be deemed to have a membership in the Master Association. No Owner, whether one or more persons, shall have more than one membership per Dwelling Unit or vacant plotted subplot owned.

(2) In the case of an Owner, such membership shall terminate upon the conveyance, transfer or assignment of record by such Owner of his Ownership Interest, at which time the new Owner shall immediately and automatically become a Member of the Master Association.

(b) Classes of Membership

The membership of the Master Association is and shall be divided into the following classes:

(1) Class A Members. Class A Members shall be all Owners of Dwelling Units or vacant plotted sublots with the exception of the Class B Members, if any.

(2) Class B Members. Class B Members shall be the Declarant and any successor of Declarant who takes title for the purpose of development and sale and is designated as such in a recorded instrument executed by Declarant.

(c) Voting Rights

(1) Class A Members. Each Class A Member shall be entitled to cast one vote for each Dwelling Unit or vacant plotted subplot owned by said Member. When any Dwelling Unit or vacant plotted subplot is owned of record in the name of two or more persons or entities, whether fiduciaries, joint tenants, tenants in common, tenants in

partnership or in any other manner of joint or common ownership, or if two or more persons or entities have the same fiduciary relationship respecting the same Dwelling Unit or vacant plotted subplot, then unless the instrument or order appointing them or creating the tenancy otherwise directs and it or a copy thereof is filed with the Secretary of the Association, such Owner shall select one official representative to qualify for voting in the Association and shall notify the Secretary of the Association of the name of such individual. The vote of such individual shall be considered to represent the will of all the Owners of that Dwelling Unit or vacant plotted subplot. There shall be no cumulative voting.

(2) Class B Members. Notwithstanding anything herein to the contrary, until whichever of the following events shall first occur: i) Declarant no longer owns the Declarant Property; ii) five (5) years from the date this Declaration is executed and approved by the Village of Bratenahl; or iii) until Declarant voluntarily relinquishes its Class B Member status; the Class B Member shall have a total number of votes equal to not less than the number of votes cumulatively held by all other Members, plus one (1), providing the Class B Member with a majority of the votes of the membership. Upon expiration of the stated period, the Class B Member shall be deemed to be a Class A Member entitled to one (1) vote for each Dwelling Unit or vacant plotted subplot in which it holds the interest required for membership under (1) above. At such time the Declarant shall call a meeting, as provided in the Bylaws for special meetings, to advise the membership of termination of Class B status. It is the intent of this Section that the Declarant shall possess exclusive control of the Association until the expiration of the stated period.

MODIFY DECLARATION ARTICLE IX, SECTION 9.2 entitled, "Responsibility for Payment of Assessments." Said modification, to be made on Page 20 of the Declaration, as recorded at Cuyahoga County Records, Instrument No. 200003270088, is as follows (deleted language is crossed-out; new language is underlined):

Section 9.2 - Responsibility for Payment of Assessments

Each Owner and the Declarant shall be responsible for their his pro rata share of Assessments. Payments of such Owner's and Declarant's share of Assessments shall commence on the date the Owner

~~or Declarant acquires title to a his vacant plotted subplot or Dwelling Unit. The Declarant shall be responsible for payment of such Assessments attributable to Dwelling Units owned by Declarant.~~

Assessments may be levied against the vacant plotted sublots or Dwelling Units in particular portions of the Declarant Property or other residential associations for whose benefit Common Expenses are incurred.

MODIFY DECLARATION ARTICLE IX, SECTION 9.5 entitled, "Creation of Lien and Personal Obligation." Said modification, to be made on Page 20 of the Declaration, as recorded at Cuyahoga County Records, Instrument No. 200003270088, is as follows (new language is underlined):

Section 9.5 - Creation of Lien and Personal Obligation

Each Owner hereby covenants and agrees by acceptance of title deed to a vacant plotted subplot or Dwelling Unit whether or not it shall be so expressed in any such deed or other conveyance, to pay to the Master Association all Assessments levied against such Owner in accordance with this Declaration on or before the due date for any such Assessment. In the event that the Assessment is not paid by the tenth (10th) day of the month, then such Assessment shall be "delinquent" and the Assessment, together with interest thereon at the rate of ten percent (10%) per annum from the date said payment was due and "Costs of Collection", as hereinafter defined in Section 11.3 shall, upon "Perfection" as provided in Section 10.1, become a continuing lien upon the interest of such Person in his vacant plotted subplot or Dwelling Unit and shall bind such Owner, his heirs, devisees, personal representatives, successors and assigns. A co-owner of a vacant plotted subplot or Dwelling Unit shall be personally liable, jointly and severally, with all other co-owners for all Assessments made by the Master Association with respect to said vacant plotted subplot or Dwelling Unit.

MODIFY PARAGRAPH (c) in DECLARATION ARTICLE IX, SECTION 9.8 entitled, "Notices of Action." Said modification, to be made on Page 21 of the Declaration, as recorded at Cuyahoga County Records, Instrument No. 200003270088, is as follows (new language is underlined):

(c) any delinquency in the payment of assessments or charges owed by an Owner of a vacant plotted subplot or Dwelling Unit subject to

the mortgage of such eligible holder, insurer, or guarantor, where such delinquency has continued for a period of sixty (60) days;

MODIFY DECLARATION ARTICLE X, SECTION 10.1 entitled, "Perfection of Lien." Said modification, to be made on Page 21 of the Declaration, as recorded at Cuyahoga County Records, Instrument No. 200003270088, is as follows (new language is underlined):

Section 10.1 - Perfection of Lien

If any Owner shall fail to pay when due an Assessment levied in accordance with this Declaration (such Owner hereinafter referred to as the "Delinquent Owner") and such Assessment is delinquent, the Board may authorize the perfection of a lien on the Ownership Interest of the Delinquent Owner by filing for record with the recorder of the County in which the vacant plotted subplot or Dwelling Unit is situated, a Certificate of Lien. The Certificate of Lien shall be in recordable form and shall include the following:...

MODIFY DECLARATION ARTICLE XI, SECTION 11.1 entitled, "Denial of Voting Rights." Said modification, to be made on Page 22 of the Declaration, as recorded at Cuyahoga County Records, Instrument No. 200003270088, is as follows (new language is underlined):

Section 11.1 - Denial of Voting Rights

If any Owner fails to pay an Assessment when due, such Owner and the Occupants of any and all vacant plotted sublots or Dwelling Units of such Owner shall not be entitled to vote on Master Association matters until said Assessment is paid in full.

Any conflict between this provision and any other provisions of the Declaration and Bylaws shall be interpreted in favor of this amendment regarding the definition of an Owner and the rights and requirements of such Owner. The invalidity of any part of the above provision shall 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 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.

### AMENDMENT C

MODIFY DECLARATION ARTICLE VIII, SECTION 8.9 entitled, "Approval of Plan." Said modification, to be made on Page 19 of the Declaration, as recorded at Cuyahoga County Records, Instrument No. 200003270088, is as follows (deleted language is crossed-out; new language is underlined):

#### Section 8 9 - Approval of Plan

No building or structure shall be commenced, erected, placed, moved into or permitted to remain on the Declarant Property nor shall any building or structure be altered, modified or changed in any way which changes the exterior or the appearance thereof, nor shall any new use be commenced or made on the Declarant Property or any part thereof, nor shall any grading be commenced or changed or landscaping installed or materially changed unless an application, plans and specifications for the proposed construction, installation or change, including the description of any proposed new use thereof, shall have been submitted to and approved in writing by the Planning Commission and Design Review Board of the Village of Bratenahl, Ohio. Any such plan and/or specification shall conform to ~~a document entitled "the Lakehurst Design Criteria as adopted by the current Board of Directors, Bratenahl Subdivision, Bratenahl, Ohio KA/jn 97207-01," revised March 15, 1999.~~

MODIFY the 2<sup>ND</sup> PARAGRAPH of DECLARATION ARTICLE VIII, SECTION 8.2 entitled, "Approval of Plans." Said modification, to be made on Page 17 of the Declaration, as recorded at Cuyahoga County Records, Instrument No. 200003270088, is as follows (deleted language is crossed-out; new language is underlined):

Such plans and specifications shall conform to a document entitled "Minimum Building Standards" ("Building Standards") on file with the Association, as the same may be adopted and/or amended by the Committee from time to time. However, as of the date this amendment is recorded with the Cuyahoga County Recorder, all future homes must be between 3,000 and 11,000 square feet in size. The plans and specifications submitted to the Committee shall be in such form and shall contain such


information as may be reasonably required by the Committee and set forth in the Building Standards. PROVIDED, HOWEVER, the provisions of this subsection requiring submission of plans and specifications to and obtaining approval from the Design Review Committee shall not be applicable to the Declarant nor any entity related to or affiliated with the Declarant.

Any conflict between the above provisions and any other provisions of the Declaration and Bylaws shall be interpreted in favor of this amendment providing the Lakehurst-Design Criteria. The invalidity of any part of the above provision shall 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 shall have standing to contest the validity of this 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 Lakehurst Homeowners Association has caused the execution of this instrument this 16 day of DECEMBER, 2011.

LAKEHURST HOMEOWNERS ASSOCIATION

By:   
MEL MELLIS, its President

By:   
JENNIFER RAJ, its Secretary

STATE OF OHIO )  
 )  
COUNTY OF SUMMIT ) SS

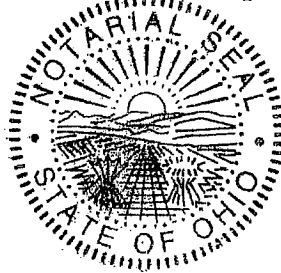
BEFORE ME, a Notary Public, in and for said County, personally appeared the above named Lakehurst Homeowners Association, by its President and its Secretary, who acknowledged that they did sign the foregoing instrument, on Page 10 of 11, and that the same is the free act and deed of said corporation 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 HUDSON, Ohio, this 19<sup>th</sup> day of DECEMBER, 2011.

*Nora L. Trogdon*

NOTARY PUBLIC

Place notary stamp/seal here:



NORA L. TROGDON  
NOTARY PUBLIC  
STATE OF OHIO  
Recorded in  
Summit County  
My Comm Exp. 5/31/15

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