

AMENDMENTS TO THE
DECLARATION OF CONDOMINIUM OWNERSHIP
FOR
EDGEBROOK CONDOMINIUM

PLEASE CROSS MARGINAL REFERENCE WITH THE DECLARATION OF CONDOMINIUM OWNERSHIP FOR EDGEBROOK CONDOMINIUM RECORDED AT INSTRUMENT NO. 54271416 OF THE SUMMIT COUNTY RECORDS.

THIS WILL CERTIFY THAT A COPY OF THESE AMENDMENTS TO THE DECLARATION OF CONDOMINIUM OWNERSHIP FOR EDGEBROOK CONDOMINIUM WERE FILED IN THE OFFICE OF THE FISCAL OFFICER OF SUMMIT COUNTY, OHIO.

DATED: 3/19/24

BY: KRISTEN M. SCALISE CPA, CFE
FISCAL OFFICER

SHW

DOC # 56868689

**AMENDMENTS TO THE
DECLARATION OF CONDOMINIUM OWNERSHIP FOR
EDGEBROOK CONDOMINIUM**

RECITALS

- A.** The Declaration of Condominium Ownership for Edgebrook Condominium (the “Declaration”) and the Bylaws of Edgebrook Condominium Unit Owners Association, attached to and made part of the Declaration (the “Bylaws”), were recorded at Summit County Records Instrument No. 54271416.
- B.** Ohio Revised Code Section 5311.05(E)(1)(c) authorizes the Board of Directors (the “Board”), without a vote of the Unit Owners, to amend the Declaration “to bring the Declaration into compliance with this Chapter.”
- C.** The Board approved the following matters to be modified (the “Amendments”) to bring the Declaration into compliance with Ohio Revised Code Chapter 5311 (“Chapter 5311”).
- D.** Each of the changes set forth in these Amendments are based on or in accordance with Chapter 5311.
- E.** The proceedings necessary to amend the Declaration and Bylaws as permitted by Chapter 5311 and the Declaration have in all respects been complied with.

AMENDMENTS

The Declaration of Condominium Ownership for Edgebrook Condominium is amended by the Board of Directors as follows:

- (1) MODIFY BYLAWS ARTICLE XII, SECTION 11(a).** Said modification to the Declaration, as recorded at Summit County Records, Instrument No. 54271416, is: (new language is underlined)

(a) Notice. Prior to imposition of any sanction under this Section 11, the Board or its delegate shall serve the alleged violator with written notice, which may be in the form of electronic mail to an electronic mail address previously provided by the owner in writing, describing (i) the nature of the alleged violation, (ii) the proposed sanction to be imposed, (iii) a period of not less than ten (10) days within which the Committee, if any, or Board may be requested to have a hearing; and (iv) a statement that the proposed sanction shall be imposed as contained in the notice unless a

challenge is begun within ten (10) days of the notice. If a timely challenge is not made, the sanction stated in the notice shall be imposed.

(2) **MODIFY THE 2nd SENTENCE of the 1st PARAGRAPH of DECLARATION ARTICLE X, SECTION 10.03.** Said modification to the Declaration, as recorded at Summit County Records, Instrument No. 54271416, and as amended at Instrument No. 55324953, is: (new language is underlined)

The lien shall be effective as of the date a certificate of lien, subscribed by the President or other designated representative of the Association, is filed for record in the office of the Recorder of Summit County, Ohio, pursuant to authorization by the Board.

(3) **INSERT a NEW PARAGRAPH to the end of BYLAWS ARTICLE X, SECTION 9.** Said new addition to the Bylaws, attached to and made part of the Declaration, as recorded at Summit County Records, Instrument No. 54271416, is:

The Association, as determined by the Board, is not required to permit the examination and copying of any of the following from books, records, or minutes that contain any of the following:

(a) **Information that pertains to Condominium Property-related personnel matters;**

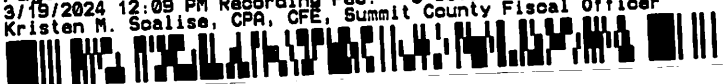
(b) **Communications with legal counsel or attorney work product pertaining to pending litigation or other Condominium Property-related matters;**

(c) **Information that pertains to contracts or transactions currently under negotiation, or information that is contained in a contract or other agreement containing confidentiality requirements and that is subject to those requirements;**

(d) **Information that relates to the enforcement of the Declaration, Bylaws, or Association rules against a Unit Owner;**

(e) **Information the disclosure of which is prohibited by state or federal law; or**

(f) **Records that date back more than five years prior to the date of the request.**



(4) **MODIFY the LAST SENTENCE of BYLAWS ARTICLE III, SECTION 2.** Said modification to the Bylaws, attached to and made part of the Declaration, as recorded at Summit County Records, Instrument No. 54271416, as amended at Instrument No. 55324953, and as amended at Instrument No. 55482300, is: (deleted language is crossed out; new language is underlined)

~~That notwithstanding, no one (1) Unit may be represented by more than one (1) person on the Board at any one (1) time~~ the majority of the Board will not consist of Unit Owners or representatives from the same Unit unless authorized by a resolution adopted by the Board of Directors prior to the Board majority being comprised of Unit Owners or representatives from the same Unit.

(5) **INSERT NEW ITEMS (iv), (v), and (vi) to the end of the 1st SENTENCE of DECLARATION ARTICLE XVI, SECTION 16.03.** Said new additions to the Declaration, as recorded at Summit County Records, Instrument No. 54271416, are:

..., (iv) to designate a successor to the person named to receive service of process for the Association. If the Association is incorporated in Ohio, this may be accomplished by filing with the Secretary of State an appropriate change of statutory agent designation, (v) to delete as void, any provision within the Declaration or Bylaws, or in any applicable restriction or covenant, that prohibits, limits the conveyance, encumbrance, rental, occupancy, or use of property subject to Revised Code Chapter 5311 on the basis of race, color, national origin, sex, religion, or familial status, or (vi) to permit notices to Unit Owners, as required by the Declaration or Bylaws, to be sent by electronic mail and, if returned undeliverable, by regular mail, provided the association has received the prior, written authorization from the Unit Owner...

(6) **MODIFY BYLAWS ARTICLE III, SECTION 13(b)(ii).** Said modification to the Bylaws, attached to and made part of the Declaration, as recorded at Summit County Records, Instrument No. 54271416, and as amended at Instrument No. 55324953, is: (deleted language is crossed out; new language is underlined)

(ii) **Commence, defend, intervene in, settle, or compromise any civil, criminal, land use planning or administrative action or proceeding that is in the name of, or threatened against, the Association, the Board, or the Condominium Property, or that involves two or more Unit Owners, impacts zoning, or otherwise and relates to matters affecting the Condominium Property;**

(7) **INSERT a NEW PARAGRAPH to the end of DECLARATION ARTICLE XXII, SECTION 22.11.** Said new addition to the Declaration, as recorded at Summit County Records, Instrument No. 54271416, is:

In addition, notices may be delivered using electronic mail subject to the following:

(a) The Association may use electronic mail or other transmission technology to send any required notice only to Unit Owners, individually or collectively, who have given the Association written consent to the use of electronic mail or other transmission technology. Any Unit Owner who has not given the Association written consent to use of electronic mail or other transmission technology will receive notices by either regular mail or hand delivered.

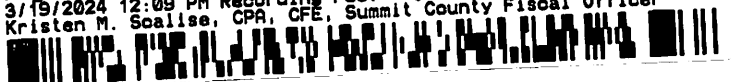
(b) An electronic mail or transmission technology to a Unit Owner is not considered delivered and effective if the Association's transmission to the Unit Owner fails, e.g. the Association receives an "undeliverable" or similar message, or the inability to deliver the transmission to the Unit Owner becomes known to the person responsible for sending the transmission. If the electronic mail or transmission is not delivered or effective, the Association will deliver the notice or other communication to the Unit Owner by either regular mail or hand delivered.

(8) **MODIFY the 1st SENTENCE of BYLAWS ARTICLE X, SECTION 4.** Said modification to the Bylaws, attached to and made part of the Declaration, as recorded at Summit County Records, Instrument No. 54271416, is: (new language is underlined)

The Board shall establish and maintain for the Association a reasonable reserve for contingencies and replacements in an amount adequate to repair and replace major capital items in the normal course of operations without the necessity of special assessments, unless the Unit Owners, exercising not less than a majority of the voting power of the Association, waive the reserve requirement in writing annually.

(9) **INSERT a NEW PARAGRAPH to the end of BYLAWS ARTICLE V, SECTION 7.** Said new addition to the Bylaws, attached to and made part of the Declaration, as recorded at Summit County Records, Instrument No. 54271416, is:

The Board may maintain blanket fidelity, crime, or dishonesty insurance coverage for any person who controls or disburses association funds. As used in this section, "person who controls or disburses association funds" means any individual with authority or access to sign checks,



conduct electronic transfers, or otherwise withdraw funds from any association account or deposit, including the following:

- (a) A management company's principals and employees;
- (b) A bookkeeper;
- (c) The president, secretary, treasurer, any other board member, or employee of the unit owners association.

All of the following apply to the insurance coverage required under this section:

(i) Coverage shall be for the maximum amount of funds that will be in the custody of the association or its designated agent at any one time plus three months of operating expenses.

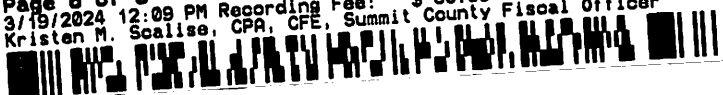
(ii) The insurance shall be the property of and for the sole benefit of the association and shall protect against theft, embezzlement, misappropriation, or any other unauthorized taking or loss of association funds.

(iii) The policy shall include in its definition of "employee" the manager and the managing agent of the association's funds or provide for this inclusion by an endorsement to the policy.

(iv) The policy shall name the association as the insured party and shall include a provision requiring the issuer of the policy to provide a ten-day written notice to the association's president or manager in the event of cancellation or substantial modification of the policy. The manager or managing agent, if any, of the association shall be the designated agent on the policy.

(v) If there is a change in the manager or the managing agent of the association, then within ten days of the effective start date, the new manager or managing agent shall notify the insurer of such change.

Any conflict between the above provisions and any other provisions of the Declaration and Bylaws will be interpreted in favor of the above amendments. 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 these amendments, only Unit Owners of record at the time of the filing have standing to contest the validity of this



amendment, whether on procedural, substantive, or any other grounds. Any challenge to the validity of this amendment must be brought in the court of common pleas within one year of the recording of this amendment.

The Edgebrook Condominium Unit Owners Association has caused the execution of this instrument this 4th day of MARCH, ~~2023~~ 2024 *flu*

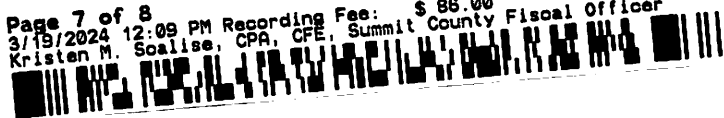
EDGEBROOK CONDOMINIUM UNIT OWNERS ASSOCIATION

By:

[Signature]
FRANK M. MATASICH, President

By:

[Signature]
TERRI YUHANIAK, Secretary

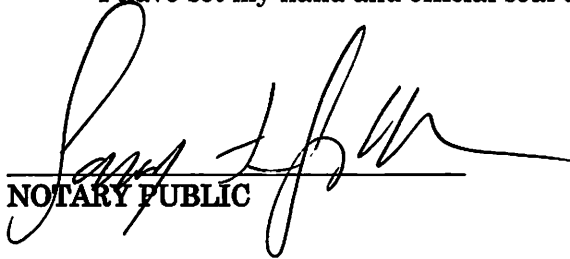


STATE OF OHIO

COUNTY OF OHIO Summit SS

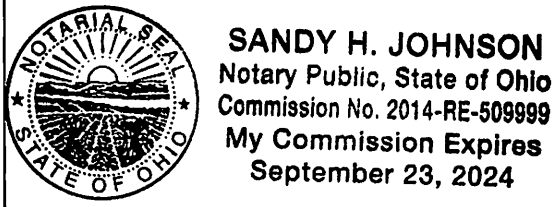
BEFORE ME, a Notary Public, in and for said County, personally appeared the above named Edgebrook Condominium Unit Owners Association, by its President and its Secretary, who acknowledged that they did sign the foregoing instrument, on page 7 of 8, and that the same is the free act and deed of said corporation and the free act and deed of them personally and as such officers.

I have set my hand and official seal this 24th day of March, 2024


NOTARY PUBLIC

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

Place notary stamp/seal here:



SANDY H. JOHNSON
Notary Public, State of Ohio
Commission No. 2014-RE-509999
My Commission Expires
September 23, 2024





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John A Donofrio, Summit Fiscal Officer

AMENDMENTS TO THE
DECLARATION OF CONDOMINIUM OWNERSHIP
FOR
EDGEBROOK CONDOMINIUM

PLEASE CROSS MARGINAL REFERENCE WITH THE DECLARATION OF CONDOMINIUM OWNERSHIP FOR EDGEBROOK CONDOMINIUM RECORDED AT INSTRUMENT NO. 54271416, OF THE SUMMIT COUNTY RECORDS.

THIS WILL CERTIFY THAT A COPY OF THESE AMENDMENTS TO THE DECLARATION OF CONDOMINIUM OWNERSHIP FOR EDGEBROOK CONDOMINIUM WAS FILED IN THE OFFICE OF THE FISCAL OFFICER OF SUMMIT COUNTY, OHIO.

DATED: Sept 24, 2007

BY: JOHN A. DONOFRIO

FISCAL OFFICER

By D. Taylor, Deputy Auditor

AMENDMENTS TO THE
DECLARATION OF CONDOMINIUM OWNERSHIP FOR
EDGEBROOK CONDOMINIUM

WHEREAS, the Declaration of Condominium Ownership for Edgebrook Condominium (the "Declaration") and the By-Laws of Edgebrook Condominium Unit Owners Association (the "Bylaws"), Exhibit C to the Declaration, were recorded at Summit County Records Instrument No. 54271416, and

WHEREAS, the Edgebrook Condominium Unit Owners Association (the "Association") is a corporation consisting of all Unit Owners in Edgebrook and as such is the representative of all Unit Owners, and

WHEREAS, Article XVI, Section 16.01 of said Declaration authorizes amendments to the Declaration and Bylaws, and

WHEREAS, Unit Owners representing not less than 75% of the Association's 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 Amendment A signed by Unit Owners representing 87.0626% of the Association's voting power as of August 29, 2007, and

WHEREAS, the Association has in its records the power of attorney signed by Unit Owners representing 87.0626% 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 Unit Owners representing 77.9123% of the Association's voting power as of August 29, 2007, and

WHEREAS, the Association has in its records the power of attorney signed by Unit Owners representing 77.9123% of the Association's voting power authorizing the Association's officers to execute Amendment B on their behalf, and

WHEREAS, attached hereto as Exhibit A is an Affidavit of the Association's Secretary that copies of the Amendments will be mailed by certified mail or hand delivered or sent by telegram to all first mortgagees that have notified the Association of having bona fide liens against any unit ownership once the Amendments are recorded with the Summit County Fiscal Office, and



John A Donofrio, Summit Fiscal Officer

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WHEREAS, the proceedings necessary to amend the Declaration as required by Chapter 5311 of the Ohio Revised Code and the Declaration have in all respects been complied with.

NOW THEREFORE, the Declaration of Condominium Ownership for Edgebrook Condominium is hereby amended by the following:

AMENDMENT A

INSERT a new DECLARATION ARTICLE VII, Section 7.15 entitled, "Occupancy Restriction." Said new addition, to be added on Page 11 of the Declaration, as recorded at Summit County Records, Instrument No. 54271416, is as follows:

7.15 Occupancy Restriction. No person who is adjudicated to be a sexual predator [Tier III] or a habitual sex offender [Tier II] and required to register with a designated registering agency, thereby requiring notice to be given pursuant to the Ohio Sex Offenders Act or similar statute from another jurisdiction, as the same may from time to time be amended, may reside in or occupy a Unit and/or enter onto or remain in or on the Condominium Property for any length of time. Any violation of this restriction shall subject the Unit Owner and/or any Occupant of the Unit to any and all remedies provided for by law as well as this Declaration. The Association shall not, however, be liable to any Unit Owner or Occupant, or anyone visiting any Unit 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 Units. Upon the recording of this amendment, only Unit 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.

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John A Donofrio, Summit Fiscal Officer

AMENDMENT B

MODIFY BYLAWS ARTICLE III, SECTION 2 entitled, "Number and Qualification." Said modification, to be made on Page 6 of the Bylaws, Exhibit C of the Declaration, as recorded at Summit County Records, Instrument No. 54271416, and as amended at Instrument No. 55324953, is as follows (deleted language is crossed-out; new language is underlined):

Section 2. Number and Qualification. The Board shall consist of five ~~(5) seven-(7)~~ persons, each of whom (a "Director") must be an Owner of a Unit or the spouse of an Owner, except that in the case of a Unit held by a corporation, partnership, fiduciary or nominee, the designated representative thereof shall be eligible to serve as a member of the Board. That notwithstanding, no one (1) Unit may be represented by more than one (1) person on the Board at any one (1) time.

Any conflict between this provision and any other provisions of the Declaration and Bylaws shall be interpreted in favor of this amendment regarding the number and qualifications of Board members. Upon the recording of this amendment, only Unit 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.

DELETE BYLAWS ARTICLE III, SECTION 4 entitled, "Term of Office; Resignations." in its entirety. Said deletion to be taken from Page 6 of the Bylaws, Exhibit C of the Declaration, as recorded at Summit County Records, Instrument No. 54271416.

INSERT a new BYLAWS ARTICLE III, SECTION 4 entitled, "Term of Office; Resignations." Said new addition, to be added on Page 6 of the Bylaws, Exhibit C of the Declaration, as recorded at Summit County Records, Instrument No. 54271416, is as follows:

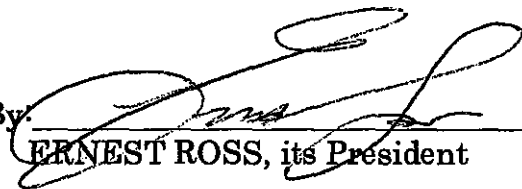
Section 4. Term of Office; Resignations. At the first annual meeting following the passage of this amendment, the Members shall elect five (5) Directors, with the two (2) candidates receiving the greatest percentage of votes elected for a three-year (3) term; the next two (2) candidates receiving the next greatest percentage of votes elected for a two-year (2) term, and the next one (1) candidate receiving the next greatest percentage of votes elected for a one (1) year term. This is to establish staggered elections with a 2-2-1 rotation. Upon the expiration of the terms of each such Director as stated above, a successor shall be elected to serve a term of three (3) years, or until his/her earlier resignation, removal from office or death, and all future

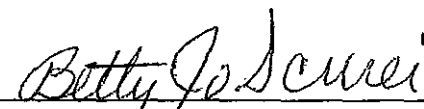
Directors shall be elected to serve three (3) year terms. Tie votes shall be decided by drawing lots. Any Director may resign at any time by oral statement to that effect made at a meeting of the Board or by a writing to that effect delivered to the Secretary of the Association; such resignation shall take effect immediately or at such other time as the Director may specify.

Any conflict between these provisions and any other provisions of the Declaration and Bylaws shall be interpreted in favor of this amendment providing for five (5) Board members with three (3) year terms with staggered elections 2-2-1. Upon the recording of this amendment, only Unit 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 within one year of the recording of the amendment.

IN WITNESS WHEREOF, the said Edgebrook Condominium Unit Owners Association has caused the execution of this instrument this 20th day of September, 2007.

EDGEBROOK CONDOMINIUM UNIT OWNERS ASSOCIATION

By: 
ERNEST ROSS, its President

By: 
BETTY JO SCUREI, its Secretary



John A Donofrio, Summit Fiscal Officer

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STATE OF OHIO)

COUNTY OF Summit)

SS

BEFORE ME, a Notary Public, in and for said County, personally appeared the above named Edgebrook Condominium Unit Owners Association, by its President and its Secretary, who acknowledged that they did sign the foregoing instrument, on Page 5 of 7, 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 Cuyahoga Falls, Ohio, this 20th day of September, 2007.

Carol R. Morgan
NOTARY PUBLIC

Carol R. Morgan
Resident Summit County
Notary Public, State of Ohio
My Commission Expires: 06/28/10

Handwritten:
ENV

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



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John A Donofrio, Summit Fiscal Officer



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CONDO 72.00

John A Donofrio, Summit Fiscal Officer

EXHIBIT A

AFFIDAVIT

STATE OF OHIO)

COUNTY OF Summit)

SS

BETTY JO SCUREI, being first duly sworn, states as follows:

1. She is the duly elected and acting Secretary of the Edgebrook Condominium Unit Owners Association.
2. She caused copies of the Amendments to the Declaration to be mailed by certified mail or hand delivered or sent by telegram to all first mortgagees that have notified the Association of having bona fide liens against any unit ownership.
3. Further affiant sayeth naught.

Betty Jo Scurei
 BETTY JO SCUREI, Secretary

BEFORE ME, a Notary Public, in and for said County, personally appeared the above named BETTY JO SCUREI who acknowledges that she did sign the foregoing instrument and that the same is her free act and deed.

IN TESTIMONY WHEREOF, I have hereunto set my hand and official seal in Cuyahoga Falls, Ohio, this 20th day of September, 2007.

Carol R. Morgan
 NOTARY PUBLIC

Carol R. Morgan
Resident Summit County
Notary Public, State of Ohio
My Commission Expires: 06/28/10