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ASSOC IS RESPONSIBLE FOR DECKS & FENCES

AMENDMENTS TO THE  
DECLARATION OF CONDOMINIUM OWNERSHIP FOR  
STEEPLE CHASE CONDOMINIUM II

THIS WILL CERTIFY THAT A COPY OF THIS AMENDMENT TO THE DECLARATION OF CONDOMINIUM OWNERSHIP FOR STEEPLE CHASE CONDOMINIUM II WAS FILED IN THE OFFICE OF THE COUNTY AUDITOR OF SUMMIT COUNTY, OHIO.

DATED: Nov. 2, 2000

BY: James B. McCarthy  
COUNTY AUDITOR

By Cynthia Deputy Auditor

TRANSFER NOT NECESSARY  
James B. McCarthy County Auditor

APPROVED AS TO FORM  
William E. Schultz  
Assistant Prosecuting Attorney  
Summit County, Ohio



54481556  
Page: 1 of 8  
11/07/2000 08:55A  
CONDO 40.00

AMENDMENTS TO THE  
DECLARATION OF CONDOMINIUM OWNERSHIP FOR  
STEEPLE CHASE CONDOMINIUM II

WHEREAS, the Declaration of Condominium Ownership for Steeple Chase Condominium II was recorded October 23, 1997, at Document No. 54070222 of the Summit County Records, and

WHEREAS, the Steeple Chase Condominium II Owners' Association, Inc., is a corporation consisting of all Unit Owners in Steeple Chase Condominium II and as such is the representative of all Unit Owners, and

WHEREAS, Article XII of said Declaration authorizes amendments to the Declaration, and

WHEREAS, Unit Owners exercising at least 75.00% of the voting power of the Association have executed instruments in writing setting forth specifically the new matters to be added, and

WHEREAS, attached hereto as Exhibit A is an Affidavit of the President of the Association that, pursuant to Declaration Article XV, Section F, Paragraph 1, copies of Amendment A were mailed by certified mail to all mortgagees on the records of the Association having bona fide liens of record against any Unit ownership, and

WHEREAS, the Association has in its records the consents to Amendment A signed by 75.00% of the Unit Owners and further has in its records the consents of the mortgagees as certified by the Secretary in the attached Exhibit B, and

WHEREAS, the Association has in its records the power of attorney signed by 75.00% of the Unit Owners authorizing the officers of the Steeple Chase Condominium II Owners' Association, Inc. to execute Amendment A on their behalf, and

WHEREAS, the Association has in its records the consents to Amendment B signed by 77.08% of the Unit Owners, and

WHEREAS, the Association has in its records the power of attorney signed by 77.08% of the Unit Owners authorizing the officers of the Steeple Chase Condominium II Owners' Association, Inc. to execute Amendment B on their behalf, and

WHEREAS, the proceedings necessary to amend the Declaration as required by Chapter 5311 of the Ohio Revised Code and the Declaration of Condominium Ownership for Steeple Chase Condominium II have in all respects been complied with,

NOW THEREFORE, the Declaration of Condominium Ownership for Steeple Chase Condominium II is hereby amended by the following:

AMENDMENT A

MODIFY the first sentence of DECLARATION ARTICLE II, SECTION C, Paragraph 1 entitled "Management, Maintenance, Repairs, Alterations and Improvements." Said modification, to be made on Page 12 of the Declaration as recorded in the Summit County Records, Document No. 54070222, is as follows (inserted language is underlined):

(1) The Association. The Association shall manage the Common Areas and Facilities and the Limited Common Areas patio fences and wood decks and shall maintain and keep the same in a state of good working order, condition and repair, in a clean, neat, safe and sanitary condition, and in conformity with all laws, ordinances and regulations applicable to the Common Areas and Facilities, by promptly, properly and in a good and workmanlike manner, making all repairs, replacements, alterations and other improvements necessary to comply with the foregoing.

Any conflict between this provision and other provisions of the Declaration and Bylaws shall be interpreted in favor of this provision making the Association responsible for the maintenance, repair and replacement of the Limited Common Area patio fences and wood decks. 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.

## AMENDMENT B

DELETE DECLARATION ARTICLE IV, SECTION C, entitled "Service of Process." in its entirety. Said deletion is to be taken from Page 19 of the Declaration as recorded in the Summit County Records Document No. 54070222.

INSERT a new DECLARATION ARTICLE IV, SECTION C, entitled "Service of Process." Said addition, to be made on Page 19 of the Declaration as recorded in the Summit County Records, Document No. 54070222, is as follows:

(C) Service of Process. The agent for service of process shall be a person designated by the Board and may be changed from time to time by filing with the Secretary of State of Ohio an appropriate form for the appointment of a statutory agent of an Ohio non-profit corporation.

Any conflict between this provision any other provisions of the Declaration and Bylaws shall be interpreted in favor of this provision authorizing the Board to designate a person of their choosing to serve as statutory agent for the Association. 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.



JAMES B MCCARTHY SUMMIT CO AUDITOR

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CONDO 40.00

IN WITNESS WHEREOF, the said Steeple Chase Condominium II Owners' Association, Inc. has caused the execution of this instrument this 16th day of October, 2000.

STEEPLE CHASE CONDOMINIUM II OWNERS' ASSOCIATION, INC.

Signed and acknowledged  
in the presence of both:

x Anne J. Castellano  
Witness #1: x ANNE J. CASTELLANO  
Please print name below signature.

Anne J. Castellano

By: Richard L. Marrone  
RICHARD L. MARRONE, its President

x Anne J. Castellano Deborah F. Brenner Lynn Borzi  
Witness #2: x DEBORAH F. BRENNER LYNN BORZI, its Secretary  
Please print name below signature.

Anne J. Castellano

This instrument prepared by:  
DAVID W. KAMAN, Esq.  
Kaman & Ott, Attorneys at Law  
50 Public Square  
600 Terminal Tower  
Cleveland, Ohio 44113  
(216) 696-0650



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CONDO 40.00

JAMES B MCCARTHY SUMMIT CO AUDITOR

STATE OF OHIO )  
 )  
COUNTY OF Summit ) SS

BEFORE ME, a Notary Public in and for said County, personally appeared the above named Steeple Chase Condominium II Owners' Association, Inc., by its President and its Secretary, who acknowledged that they did sign the foregoing instrument 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 at Northfield, Ohio, this 16<sup>th</sup> day of OCTOBER, 2000.

Meliora L. Brimmer  
NOTARY PUBLIC

My Commission Expires 07.06.2005



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JAMES B MCCARTHY SUMMIT CO AUDITOR


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 JAMES B MCCARTHY SUMMIT CO AUDITOR

EXHIBIT A

AFFIDAVIT

STATE OF OHIO )  
 )  
 COUNTY OF Summit ) SS

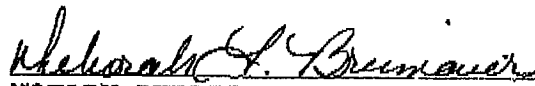
RICHARD L. MARRONE, being first duly sworn, states as follows:

1. He is the duly elected and acting President of the Steeple Chase Condominium II Owners' Association, Inc..
2. Pursuant to Declaration Article XV, Section F, Paragraph 1, he caused copies of Amendment A to the Declaration of Steeple Chase Condominium II to be mailed by certified mail to all mortgagees on the record of the Association having bona fide liens of record against any Unit Ownership.
3. Further affiant sayeth naught.

  
 RICHARD L. MARRONE, President

BEFORE ME, a Notary Public in and for said County, personally appeared the above named RICHARD L. MARRONE who acknowledges that he did sign the foregoing instrument and that the same is his free act and deed.

IN TESTIMONY WHEREOF, I have hereunto set my hand and official seal at Northfield, Ohio, this 16<sup>th</sup> day of October, 2000.

  
 NOTARY PUBLIC  
 My Commission Expires 07.06.2005

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 CONDO 40.00  
 JAMES B MCCARTHY SUMMIT CO AUDITOR

EXHIBIT B

CERTIFICATION OF SECRETARY

The undersigned, being duly elected and qualified Secretary of the Steeple Chase Condominium II Owners' Association, Inc., hereby certifies that there is on file in the records of the Association, the names of the following mortgagees, representing 89.58% of the Units, who have consented to Amendment A to the Declaration of Steeple Chase Condominium II.

<u>Mortgagee</u>	<u># of Units</u>
Bank of America	15
Cendant Mortgage Corporation	1
Chase Manhattan Mortgage	3
Countrywide Home Loans	3
Foundation Funding Group d/b/a Greatstone Mortgage	1
Mortgage Now Inc.	14
Norwest Mortgage	4
Parkview Federal Savings	1
Second National Bank	1

*Lynn Borzi*  
 \_\_\_\_\_  
 LYNN BORZI, Secretary

STATE OF OHIO )  
 )  
 COUNTY OF Summit ) SS

BEFORE ME, a Notary Public in and for said County, personally appeared the above named LYNN BORZI who acknowledged 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 at Northfield, Ohio, this 16<sup>th</sup> day of October, 2000.

*Richard A. Brannan*  
 NOTARY PUBLIC  
 My Commission Expires 07.06.2005





NOTICES & DEMANDS

6/12

AMENDMENT TO THE  
DECLARATION OF CONDOMINIUM OWNERSHIP  
FOR  
STEEPLE CHASE CONDOMINIUM II



54978974  
Pg: 1 of 6  
11/24/2003 10:20A  
CONDO 64.00

John A Donofrio, Summit Fiscal Officer

THIS WILL CERTIFY THAT A COPY OF THIS AMENDMENT TO THE DECLARATION OF CONDOMINIUM OWNERSHIP FOR STEEPLE CHASE CONDOMINIUM II WAS FILED IN THE OFFICE OF THE FISCAL OFFICER OF SUMMIT COUNTY, OHIO.

DATED: 11-24-03

BY: JOHN A. DONOFRIO  
FISCAL OFFICER  
*By O. Taylor, Deputy  
Fiscal Officer*

070

AMENDMENT TO THE  
DECLARATION OF CONDOMINIUM OWNERSHIP FOR  
STEEPLE CHASE CONDOMINIUM II

WHEREAS, the Declaration of Condominium Ownership for Steeple Chase Condominium II (the "Declaration") was recorded at Summit County Records Instrument No. 54070222 et seq., and

WHEREAS, the Steeple Chase Condominium II Owners' Association, Inc. (the "Association") is a corporation consisting of all Unit Owners in Steeple Chase II and as such is the representative of all Unit Owners, and

WHEREAS, Article XII of said Declaration authorizes amendments to the Declaration, and

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

WHEREAS, attached hereto as Exhibit A is a certification of the Association's President that a copy of the Amendment was mailed or hand delivered to all Unit Owners and all first mortgagees on the records of the Association and that Unit Owners having at least 75% of the Association voting power affirmatively approved the Amendment, and

WHEREAS, attached hereto as Exhibit B is a certification from the Association's Secretary as to the consenting first mortgagees, on the records of the Association, to the Amendment, and

WHEREAS, the Association has in its records the signed, written consents to the Amendment signed by Unit Owners representing 75.0% of the Association's voting power, and

WHEREAS, the Association has in its records the power of attorney signed by Unit Owners representing 75.0% 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 Chapter 5311 of the Ohio Revised Code and the Declaration of Condominium Ownership for Steeple Chase Condominium II have in all respects been complied with.

NOW THEREFORE, the Declaration of Condominium Ownership for Steeple Chase Condominium II is hereby amended by the following:



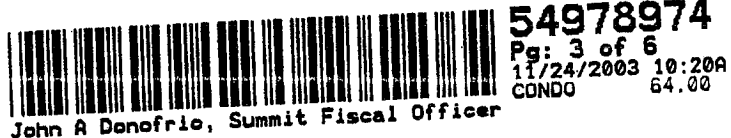
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CONDO 64.00

John A Donofrio, Summit Fiscal Officer

MODIFY DECLARATION Article XX, Paragraph (I) entitled, "Notices." Said modification, to be made on Pages 48-49 of the Declaration as recorded at Summit County Records Instrument No. 54070222, is as follows (deleted language is stricken; new language is underlined):

(I) Notices. All notices required or permitted hereunder, and under the Bylaws and the Act, to the Declarant, the Association, the Board of Managers and its delegates shall be in writing and shall be sent by ~~registered or certified mail, return receipt requested,~~ regular U.S. mail to the Board of Managers or its delegates at the address of the Condominium Property or to such other address as the Board may designate from time to time by notice in writing to all Unit Owners. All notices to the Declarant shall be sent by registered or certified mail, return receipt requested, to: Jeffrey C. Simler, Northfield Homes, Inc., 23611 Chagrin Boulevard, Beachwood, Ohio 44122, with a copy of same to Richard A. Rosner, Esq., Kahn, Kleinman, ~~Yanowitz & Arnsen Co., L.P.A.,~~ The Tower At Erieview, Suite 2600, 1301 East Ninth Street, Cleveland, Ohio 44114, or to such other address as the Declarant or its counsel may designate from time to time by notice in writing to all Unit Owners. All notices to any Unit Owner shall be sent by ~~registered or certified~~ regular U.S. mail to such Unit Owner's Unit address or to such other address as may be designated by him from time to time, in writing, to the Board of Managers. All notices shall be deemed to have been given and therefore effective not later than forty-eight (48) hours after the date that such notice is deposited in the U.S. Mail, except notices of change of address which shall be deemed to have been given when received, and except as otherwise provided herein. Any notice required or permitted to be given to any Occupant of a Unit other than a Unit Owner shall effectively be given if hand delivered to such Occupant ~~or placed in his mail box~~ or mailed by regular U.S. mail to the Occupant's Unit address or placed under the door to such Occupant's Unit.

Any conflict between this provision and any other provision of the Declaration and Bylaws shall be interpreted in favor of this amendment permitting notices by regular U.S. mail. 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.



IN WITNESS WHEREOF, the said Steeple Chase Condominium II Owners' Association, Inc. has caused the execution of this instrument this 7 day of November, 2003.

STEEPLE CHASE CONDOMINIUM II OWNERS' ASSOCIATION, INC.

By: [Signature]  
DOUGLAS KOSKI, its President

By: [Signature]  
MATTHEW PASTOR, its Secretary

STATE OF OHIO )  
  )  
  ) SS  
COUNTY OF ~~SUMMIT~~ )  
                          CUYAHOGA

BEFORE ME, a Notary Public, in and for said County, personally appeared the above named Steeple Chase Condominium II Owners' Association, Inc., by its President and its Secretary, who acknowledged that they did sign the foregoing instrument, on Page 3 of 6, 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 SOLON, Ohio, this 7 day of November, 2003.



[Signature]  
NOTARY PUBLIC

ANTHONY L. ALESSI  
Notary Public, State of Ohio, Cuy. Cty.  
My commission expires Apr. 21, 2007

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

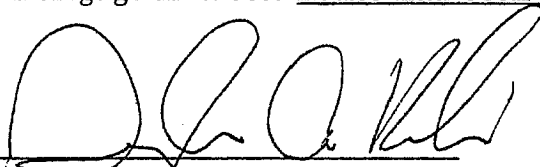
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CONDO 64.00  
John A Donofrio, Summit Fiscal Officer

EXHIBIT A

CERTIFICATION OF PRESIDENT

The undersigned, being the duly elected and qualified President of the Steeple Chase Condominium II Owners' Association, Inc., hereby certifies that the Association received the signed, written consents of the Unit Owners representing 75.0% of the Association's voting power in favor of the Amendment to the Declaration of Condominium Ownership for Steeple Chase Condominium II in accordance with provisions of Article XII of the Declaration and caused such signed, written consents to be filed with Steeple Chase Condominium II Owners' Association, Inc. corporate records. Accordingly, the Amendment was duly adopted in accordance with the provisions of the Declaration.

The undersigned also certifies that copies of the Amendment to the Declaration of Condominium Ownership for Steeple Chase Condominium II were mailed or hand delivered to all Unit Owners and all first mortgagees having bona fide liens of record against any Unit Ownerships of whose mortgage interests notice had been given to the Association.

  
DOUGLAS KOSKI, President

STATE OF OHIO )  
 ) SS  
COUNTY OF ~~SUMMIT~~ )  
 CUYA HOGA

BEFORE ME, a Notary Public, in and for said County, personally appeared the above named DOUGLAS KOSKI who acknowledges that he did sign the foregoing instrument and that the same is his free act and deed.

IN TESTIMONY WHEREOF, I have hereunto set my hand and official seal in SOLON, Ohio, this 7 day of November, 2003.



  
NOTARY PUBLIC

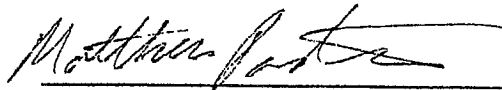
ANTHONY L. ALESSI  
Notary Public, State of Ohio, Cuy. Cty.  
My commission expires Apr. 21, 2007

EXHIBIT B

CERTIFICATION OF SECRETARY

The undersigned, being the duly elected and qualified Secretary of the Steeple Chase Condominium II Owners' Association, Inc., hereby certifies that there is on file in the Association's records, the names of the following mortgagees, if any, who have consented to the proposed Amendment to the Declaration of Condominium Ownership for Steeple Chase Condominium II.

NONE

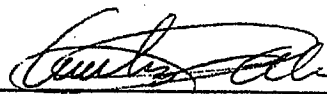


MATTHEW PASTOR, Secretary

STATE OF OHIO )  
 )  
 ) SS  
COUNTY OF ~~SUMMIT~~ )  
 CUYAHOGA

BEFORE ME, a Notary Public in and for said County, personally appeared the above named MATTHEW PASTOR who acknowledged that he did sign the foregoing instrument and that the same is his free act and deed.

IN TESTIMONY WHEREOF, I have hereunto set my hand and official seal in Solon, Ohio, this 7 day of NOVEMBER, 2003.

  
NOTARY PUBLIC

ANTHONY L. ALESSI  
Notary Public, State of Ohio, Cuy. Cty.  
My commission expires Apr. 21, 2007



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HB 135 AMENDMENTS

6/1

ENCLOSURE

AMENDMENTS TO THE  
DECLARATION OF CONDOMINIUM OWNERSHIP  
FOR  
STEEPLE CHASE CONDOMINIUM II



**55161089**  
Pg: 1 of 6  
03/11/2005 10:27A  
CONDO 64.00

John A Donofrio, Summit Fiscal Officer

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

DATED: Mar 11, 2005

BY: JOHN A. DONOFRIO  
FISCAL OFFICER  
By O. Taylor, Deputy Auditor



AMENDMENTS TO THE  
DECLARATION OF CONDOMINIUM OWNERSHIP FOR  
STEEPLE CHASE CONDOMINIUM II

WHEREAS, the Declaration of Condominium Ownership for Steeple Chase Condominium II (the "Declaration") and the Bylaws of Steeple Chase Condominium II Owners' Association, Inc. (the "Bylaws"), Exhibit "B" to the Declaration, were recorded at Summit County Records Instrument No. 54070222, and

WHEREAS, Section 5311.05(E)(1) of the Ohio Revised Code, as amended on July 20, 2004, authorizes the Board of Directors, without a vote of the Owners, to amend the Declaration "to bring the Declaration in compliance with this Chapter," and

WHEREAS, the Board of Directors approved the following matters to be modified (the "Amendments") in order to bring the Declaration into compliance with Ohio Revised Code Chapter 5311, and

WHEREAS, the proceedings necessary to amend the Declaration as permitted by Chapter 5311 of the Ohio Revised Code and the Declaration of Condominium Ownership for Steeple Chase Condominium II have in all respects been complied with.

NOW THEREFORE, the Declaration of Condominium Ownership for Steeple Chase Condominium II is hereby amended by the Board of Directors as follows:

- (1) All references in the Declaration and Bylaws to the term "Common Areas" or "Common Areas and Facilities" shall be replaced with the term "Common Elements."
- (2) All references in the Declaration and Bylaws to the term "Limited Common Areas" or "Limited Common Areas and Facilities" shall be replaced with the term "Limited Common Elements."
- (3) All references in the Declaration and Bylaws to the term "Board of Managers" shall be replaced with the term "Board of Directors."
- (4) DELETE DECLARATION ARTICLE XVII, SECTION (B), entitled "Fines," in its entirety. Said deletion is to be made on Page 43 of the Declaration, as recorded at Summit County Records, Instrument No. 54070222.

INSERT a new DECLARATION ARTICLE XVII, SECTION (B), entitled "Enforcement Assessments." Said new addition, to be added on Page 43 of the Declaration, as recorded at Summit County Records, Instrument No. 54070222, is as follows:



(B) Enforcement Assessments. In accordance with Ohio Revised Code Section 5311.081(B)(12), the Board shall have the authority to impose interest and administrative late fees for the late payment of Assessments; impose returned check charges; and, in accordance with the procedure outlined in Ohio Revised Code Section 5311.081(C)(1), impose reasonable enforcement Assessments for violations of the Declaration, the Bylaws, and the rules of the Association, and reasonable charges for damage to the Common Elements.

All references in the Declaration and Bylaws to the term "fines" shall be replaced with the term "penalty assessments."

(5) INSERT a new 2<sup>nd</sup> PARAGRAPH to the end of DECLARATION ARTICLE V, SECTION (D), entitled "Lien of Association." Said new addition, to be added on Page 20 of the Declaration, as recorded at Summit County Records, Instrument No. 54070222, is as follows:

In accordance with Ohio Revised Code Section 5311.18(A)(1)(b), the Association has a lien upon each Unit's ownership interest for any unpaid interest, administrative late fees, enforcement Assessments, and collection costs, attorney's fees, and paralegal fees.

(6) INSERT a new PARAGRAPH to the end of DECLARATION ARTICLE XVII, SECTION (D), entitled "Responsibility of Unit Owner for Tenants." Said new addition, to be added on Page 43 of the Declaration, as recorded at Summit County Records, Instrument No. 54070222, is as follows:

In accordance with Ohio Revised Code Section 5311.19(B), the Association may initiate eviction proceedings, pursuant to Chapters 5321 and 1923 of the Revised Code, to evict a tenant. The action shall be brought by the Association, as the Unit Owner's Agent, in the name of the Unit Owner. In addition to any procedures required by Chapters 5321 and 1923 of the Revised Code, the Association shall give the Unit Owner at least ten days written notice of the intended eviction action. The costs of any eviction action, including reasonable attorney's fees, shall be charged to the Unit Owner and shall be the subject of a special Assessment against the offending Unit and made a lien against that Unit.

(7) INSERT a new 2<sup>nd</sup> PARAGRAPH to the end of DECLARATION ARTICLE V, SECTION (A), entitled "General." Said new addition, to be added on Page 19 of the Declaration, as recorded at Summit County Records, Instrument No. 54070222, is as follows:



In accordance with Ohio Revised Code Section 5311.18(A)(2), the Association shall credit payments made by a Unit Owner in the following order of priority:

- (1) First, to interest owed to the Association;
- (2) Second, to administrative late fees owed to the Association;
- (3) Third, to collection costs, attorney's fees, and paralegal fees incurred by the Association; and
- (4) Fourth, to the principal amounts the Unit Owner owes to the Association for the common expenses or enforcement Assessments chargeable against the Unit.

(8) INSERT a new 2<sup>nd</sup> PARAGRAPH to the end of BYLAWS ARTICLE IV, SECTION 4, entitled "Special Services." Said new addition, to be added on Page 13 of the Bylaws, Exhibit "B" of the Declaration, as recorded at Summit County Records, Instrument No. 54070222, is as follows:

In accordance with Ohio Revised Code Section 5311.081(B)(15), the Board may impose reasonable charges to the Unit Owner for providing copies of the Declaration, Bylaws or amendments thereto as well as reasonable charges for the handling of re-financing and/or resale documentation, and/or statements of unpaid Assessments.

(9) DELETE DECLARATION ARTICLE XVI, SECTION (C), entitled "Names of Owners and Occupants of Units," in its entirety. Said deletion is to be made on Page 41 of the Declaration, as recorded at Summit County Records, Instrument No. 54070222.

INSERT a new DECLARATION ARTICLE XVI, SECTION (C), entitled "Owner/Resident Information." Said new addition, to be added on Page 41 of the Declaration, as recorded at Summit County Records, Instrument No. 54070222, is as follows:

(C) Owner/Resident Information. In accordance with Ohio Revised Code Section 5311.09(A)(2) and (3), each Unit Owner shall, within thirty (30) days of the recording of this Amendment or within thirty (30) days of title transferring to the Unit Owner, provide to the Association the Unit Owner's and/or all occupants' names, home and business mailing addresses, home and business telephone numbers, and the name, business address and business telephone number of any person who manages the Unit as an agent of that Owner. Any change in the information shall be provided to the Board, in writing, within thirty (30) days of said change.



John A Donofrio, Summit Fiscal Officer

(10) INSERT a new 2<sup>nd</sup> SENTENCE to the end of BYLAWS ARTICLE II, SECTION 7, entitled "Regular Meetings." Said new addition, to be added on Page 6 of the Bylaws, Exhibit "B" of the Declaration, as recorded at Summit County Records, Instrument No. 54070222, is as follows:

In accordance with Ohio Revised Code Section 5311.08(A)(4)(a), any Board meeting may be held in person or by any method of communication, including electronic or telephonic communication, provided that each Board member can hear, participate and respond to every other Board member.

(11) INSERT a new SENTENCE to the end of BYLAWS ARTICLE V, SECTION 2, entitled "Preparation of Estimated Budget." Said new addition, to be added on Page 14 of the Bylaws, Exhibit "B" of the Declaration, as recorded at Summit County Records, Instrument No. 54070222, is as follows:

In accordance with Ohio Revised Code Section 5311.21, in the alternative, if the Association has collected a Common Surplus at the end of any fiscal year, the Board may determine that such amount will be applied toward reserves.

(12) INSERT a new PARAGRAPH (i) to BYLAWS ARTICLE II, SECTION 10, entitled "Powers and Duties," and INSERT new SUBPARAGRAPHS (i), (ii) and (iii), thereafter. Said new additions to be added on Page 8 of the Bylaws, Exhibit "B" of the Declaration, as recorded at Summit County Records, Instrument No. 54070222, is as follows:

(i) In accordance with Ohio Revised Code Section 5311.081(B), in addition to all other powers enumerated herein, the Board may exercise all powers of the Association, including the power to do the following:

(i) Commence, defend, intervene in, settle, or compromise any civil, criminal, 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 and relates to matters affecting the Condominium Property;

(ii) Grant leases, licenses, and concessions through or over the Common Elements;

(iii) Invest excess funds in investments that meet standards for fiduciary investments under Ohio law.

Any conflict between the above provisions and any other provisions of the Declaration and Bylaws shall be interpreted in favor of the above amendments. Upon the recording of these amendments, only Unit Owners of



record at the time of such filing shall have standing to contest the validity of these amendments, 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 amendments.

IN WITNESS WHEREOF, the said Steeple Chase Condominium II Owners' Association, Inc. has caused the execution of this instrument this 1 day of MARCH, 2005.

STEEPLE CHASE CONDOMINIUM II OWNERS' ASSOCIATION, INC.

By: Edward Lowe  
EDWARD LOWE, its President

STATE OF OHIO )  
                          ) SS  
COUNTY OF ~~SUMMIT~~ LAKE )

BEFORE ME, a Notary Public, in and for said County, personally appeared the above named Steeple Chase Condominium II Owners' Association, Inc., by Edward Lowe, its President, who acknowledged that he did sign the foregoing instrument, on Page 5 of 6, and that the same is the free act and deed of said corporation and the free act and deed of him personally and as such officer.

IN WITNESS WHEREOF, I have hereunto set my hand and official seal in Painesville, Ohio, this 1 day of March, 2005.

Amy Guild  
NOTARY PUBLIC

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

Amy Guild  
Notary Public, State of Ohio  
My Commission Expires Dec. 12, 2009  
(Recorded in Lake County)



RECEIVED  
APR 04 2024

BY:-----

AMENDMENTS TO THE  
DECLARATION OF CONDOMINIUM OWNERSHIP  
FOR  
STEEPLE CHASE CONDOMINIUM II

PLEASE CROSS MARGINAL REFERENCE WITH THE DECLARATION OF CONDOMINIUM OWNERSHIP FOR STEEPLE CHASE CONDOMINIUM II RECORDED AT DOCUMENT NO. 54070222 OF THE SUMMIT COUNTY RECORDS.

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

DATED: \_\_\_\_\_

BY: \_\_\_\_\_  
FISCAL OFFICER



**AMENDMENTS TO THE  
DECLARATION OF CONDOMINIUM OWNERSHIP FOR  
STEEPLE CHASE CONDOMINIUM II**

**RECITALS**

- A.** The Declaration of Condominium Ownership for Steeple Chase Condominium II (the "Declaration") and the Bylaws of Steeple Chase Condominium II Owners' Association, Inc., Exhibit "B" to the Declaration (the "Bylaws"), were recorded at Summit County Records Document No. 54070222.
- 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.** Attached as Exhibit A is a certification of the Association's President stating that a copy Amendments will be mailed, or hand delivered to all Unit Owners and all first mortgagees of Units and that the Amcndments were approved by the Board in accordance with Ohio Revised Code Section 5311.05(E)(1)(c).
- F.** 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 Steeple Chase Condominium II is amended by the Board of Directors as follows:

- (1) INSERT a NEW PARAGRAPH to the end of DECLARATION ARTICLE XVII, SECTION (B).** Said new addition to the Declaration, as amended at Instrument No. 55161089, is:

**The Board will impose the following enforcement procedure for levying enforcement assessments:**

- (1) Prior to imposing a charge for damages or an enforcement assessment, the Board will give the Unit Owner a written**

notice, which may be in the form of electronic mail to an electronic mail address previously provided by the Unit Owner in writing, that includes:

- (a) A description of the property damage or violation;
- (b) The amount of the proposed charge or assessment;
- (c) A statement that the Unit Owner has a right to a hearing before the Board to contest the proposed charge or assessment;
- (d) A statement setting forth the procedures to request a hearing;
- (e) A reasonable date by which the Unit Owner must cure the violation to avoid the proposed charge or assessment.

(2) Hearing Requirements:

- (a) To request a hearing, the Unit Owner must deliver a written notice to the Board not later than the tenth day after receiving the notice required above. If the Unit Owner fails to make a timely request for a hearing, the right to that hearing is waived, and the Board may immediately impose a charge for damages or an enforcement assessment.
  - (b) If a Unit Owner timely requests a hearing, at least seven days prior to the hearing the Board will provide the Unit Owner with a written notice that includes the date, time, and location of the hearing.
  - (c) The Board will not levy a charge or assessment before holding a properly requested hearing.
- (3) The Board may allow a reasonable time to cure a violation described above before imposing a charge or assessment.
- (4) Within 30 days following a hearing at which the Board imposes a charge or assessment, the Association will deliver a written notice of the charge or assessment to the Unit Owner.

(5) The Association will deliver any written notice required above to the Unit Owner or any occupant of the Unit by personal delivery, by electronic mail, by certified mail, return receipt requested, or by regular mail.

(6) MODIFY the 1st SENTENCE of the 1st PARAGRAPH of DECLARATION ARTICLE V, SECTION (D). Said modification to the Declaration, as amended at Instrument No. 55161089, is: (new language is underlined)

The Association shall have the right to place a continuing lien upon the estate or interest in any Unit of the owner thereof and his percentage of interest in the Common Elements for the payment of the portion of the Common Expenses chargeable against such Unit which remains unpaid for ten (10) days after such portion has become due and payable by filing a certificate therefor with the Recorder of Summit County, Ohio, pursuant to authorization given by the Board of Directors of the Association.

(7) INSERT a NEW PARAGRAPH to the end of BYLAWS ARTICLE V, SECTION 6. Said new addition to the Bylaws 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.

(8) **MODIFY** the **LAST SENTENCE** of **BYLAWS ARTICLE II, SECTION 1**. Said modification to the Bylaws is: (deleted language is crossed out; new language is underlined)

~~No single Unit may be represented on the Board by more than one (1) person at any 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.

(9) **INSERT** a **NEW PARAGRAPH** to the end of **BYLAWS ARTICLE II, SECTION 7**. Said new addition to the Bylaws is:

In lieu of conducting a meeting, the Board may take action with the unanimous written consent of the Directors. Those written consents will be filed with the Board meeting minutes.

(10) **INSERT NEW ITEMS (8), (9), and (10)** to the end of **DECLARATION ARTICLE XII, SECTION (b)**. Said new additions to the Declaration are:

..., or (8) 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, or (9) 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 (10) 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...

(11) **MODIFY BYLAWS ARTICLE II, SECTION 10(i)(i)**. Said modification to the Bylaws, as amended at Instrument No. 55161089, is: (deleted language is crossed out; new language is underlined)

(i) 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;

**(12) INSERT a NEW PARAGRAPH to the end of DECLARATION ARTICLE XX, PARAGRAPH (D).** Said new addition to the Declaration, as amended at Instrument No. 54978974, is:

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

(1) 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.

(2) 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.

**(13) MODIFY the 1st SENTENCE of BYLAWS ARTICLE V, SECTION 3.** Said modification to the Bylaws is: (new language is underlined)

The Association shall be obligated to build up and maintain a reasonable working capital reserve fund in an amount adequate to finance the cost of repair or replacement of the components of the Common Elements 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.

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 Steeple Chase Condominium II Owners' Association, Inc. has caused the execution of this instrument this 22<sup>nd</sup> day of March, 2024.

**STEEPLE CHASE CONDOMINIUM II OWNERS' ASSOCIATION, INC.**

By: *Shari A. Botta*  
SHARI A. BOTTA, President

By: *Kristen M. Hon*  
KRISTEN M. HON, Treasurer

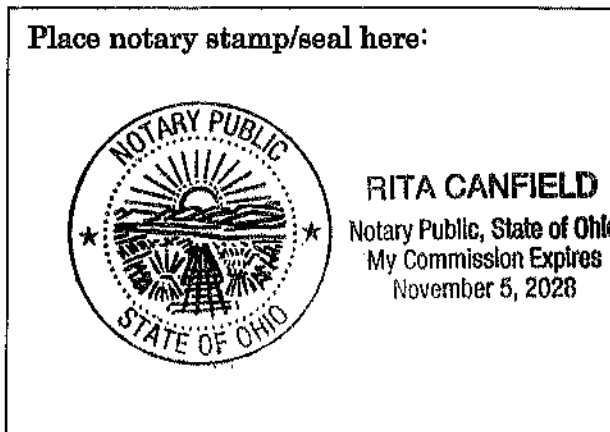
STATE OF OHIO )  
COUNTY OF SUMMIT ) SS

**BEFORE ME**, a Notary Public, in and for the County, personally appeared the above-named Steeple Chase Condominium II Owners' Association, Inc., by its President and its Treasurer, who acknowledged that they did sign the foregoing instrument and that the same is the free act and deed of the corporation and the free act and deed of them personally and as such officers.

I have set my hand and official seal this 22<sup>nd</sup> day of march, 2024.

*Rita Canfield*  
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



**EXHIBIT A**

**CERTIFICATION OF PRESIDENT**

STATE OF OHIO                    )  
  )  
COUNTY OF Summit        )        SS

**Shari A. Botta**, being the duly elected and acting President of the Steeple Chase Condominium II Owners' Association, Inc., certifies that a copy of the Amendments will be mailed, or hand delivered to all Unit Owners and all first mortgagees of Units and that the Amendments were approved by the Board in accordance with Ohio Revised Code Section 5311.05(E)(1)(c).

  
\_\_\_\_\_  
**SHARI A. BOTTA, President**

**BEFORE ME**, a Notary Public in and for the County, personally appeared the above-named **Shari A. Botta** who acknowledged that she did sign the foregoing instrument and that the same is her free act and deed as such officer.

I have set my hand and official seal this 22<sup>nd</sup> day of March, 2024.

  
\_\_\_\_\_  
**NOTARY PUBLIC**

