

AMENDMENTS TO THE
DECLARATION OF CONDOMINIUM OWNERSHIP
FOR
SAND COURT CONDOMINIUM

PLEASE CROSS MARGINAL REFERENCE WITH THE DECLARATION OF CONDOMINIUM OWNERSHIP FOR SAND COURT CONDOMINIUM RECORDED AT INSTRUMENT NO. 54877712 OF THE SUMMIT COUNTY RECORDS.

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

DATED: 9/12/24
S. Hunk

BY: KRISTEN M. SCALISE CPA, CFE
FISCAL OFFICER

DOC # 56901795

Page 1 of 9
9/12/2024 9:09 AM Recording Fee: \$ 94.00
Kristen M. Scalise, CPA, CFE, Summit County Fiscal Officer



**AMENDMENTS TO THE
DECLARATION OF CONDOMINIUM OWNERSHIP FOR
SAND COURT CONDOMINIUM**

RECITALS

- A.** The Declaration of Condominium Ownership for Sand Court Condominium (the “Declaration”) and the Bylaws of Sand Court Condominium Association, attached to and made part of the Declaration (the “Bylaws”), were recorded at Summit County Records Instrument No. 54877712.
- 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 and Secretary stating that the Amendments 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 Sand Court Condominium is amended by the Board of Directors as follows:

- (1) INSERT a NEW PARAGRAPH to the end of DECLARATION ARTICLE XIX, SECTION 2.** Said new addition to the Declaration, as amended at Instrument No. 55888146, is:

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

- (a) 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:

(1) A description of the property damage or violation;

(2) The amount of the proposed charge or assessment;

(3) A statement that the Unit Owner has a right to a hearing before the Board to contest the proposed charge or assessment;

(4) A statement setting forth the procedures to request a hearing;

(5) A reasonable date by which the Unit Owner must cure the violation to avoid the proposed charge or assessment.

(b) Hearing Requirements:

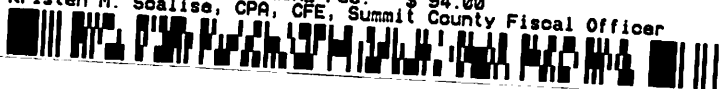
(1) To request a hearing, the Unit Owner must deliver a written notice to the Board not later than the tenth day after receiving the notice required above. If the Unit Owner fails to make a timely request for a hearing, the right to that hearing is waived, and the Board may immediately impose a charge for damages or an enforcement assessment.

(2) 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.

(3) The Board will not levy a charge or assessment before holding a properly requested hearing.

(c) The Board may allow a reasonable time to cure a violation described above before imposing a charge or assessment.

(d) 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.



(e) 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.

(2) **MODIFY** the **LAST SENTENCE** of **DECLARATION ARTICLE XV, SECTION 5(c)**. Said modification to the Declaration is: (deleted language is crossed out; new language is underlined)

The certificate, and thereafter, renewal certificates as necessary to keep the lien in effect, shall contain a description of the Unit against which the lien exists, the name or names of the record owner or owners thereof, and the amount of the unpaid portion of the assessments, and shall be signed by the president or other ~~chief officer~~ designated representative of the Association.

(3) **INSERT** a **NEW PARAGRAPH** to the end of **BYLAWS ARTICLE VII**. 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.



(4) **MODIFY DECLARATION ARTICLE VII, SECTION 4.** Said modification to the Declaration, as amended at Instrument No. 55888146, is: (deleted language is crossed out; new language is underlined)

Section 4. Board of Directors. The Board of Directors shall consist of three members each of whom must be a Unit Owner or the spouse of a Unit Owner. ~~That notwithstanding, no one Unit may be represented by more than one Person on the Board at any one time.~~ If a Unit Owner is not an individual, that Unit Owner may nominate for the Board of Directors any principal, member of a limited liability company, partner, director, officer, or employee of that Unit Owner. 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. The terms of the three Directors shall be staggered so that the terms of one of the Directors will expire and successors be elected at each annual meeting of the Association and to serve three-year terms.

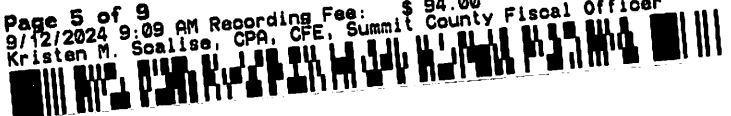
(5) **INSERT a NEW SENTENCE** to the end of **BYLAWS ARTICLE IV, SECTION 11.** Said new addition to the Bylaws, is:

Those written consents will be filed with the Board meeting minutes.

(6) **INSERT a NEW DECLARATION ARTICLE XVIII, SECTION 8** entitled "Board Amendments". Said new addition to the Declaration, is:

Section 8. Board Amendments. Notwithstanding the above, without a Unit Owner vote, the Board may amend the Declaration in any manner necessary for any of the following purposes:

- (1) To meet the requirements of institutional mortgagees, guarantors and insurers of first mortgage loans, the federal national mortgage association, the federal home loan mortgage corporation, the federal housing administration, the veterans administration, and similar institutions;
- (2) To meet the requirements of insurance underwriters;
- (3) To bring the Declaration into compliance with the Ohio Condominium Act (Revised Code Chapter 5311);
- (4) To correct clerical or typographical errors or obvious factual errors in the Declaration or an exhibit to the Declaration;



(5) 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;

(6) 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

(7) 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.

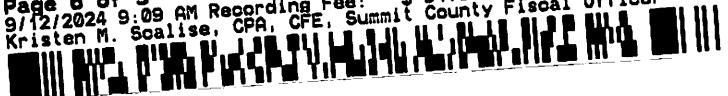
Any Unit Owner who is aggrieved by an amendment to the Declaration that the Board of Directors makes in accordance with the above may commence a declaratory judgment action to have the amendment declared invalid as violative of the above. Any action filed to contest the validity of the amendment must be filed in the appropriate court of common pleas within one year from the date of the recordation of the amendment.

(7) **MODIFY BYLAWS ARTICLE IV, SECTION 12(m)(ii).** Said modification to the Bylaws, as amended at Instrument No. 55888146, 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;

(8) **INSERT a NEW DECLARATION ARTICLE XIX, SECTION 6** entitled "Notices to Unit Owners." Said new addition to the Declaration is:

Section 6. Notices to Unit Owners. All notices required or permitted by the Declaration or Bylaws to any Unit Owner will be in writing and is deemed effectively given if it has been sent by regular U.S. mail, first-class postage prepaid, to their Unit address or to another address the Unit Owner designates in writing to the Board, or 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.


(9) **MODIFY DECLARATION ARTICLE XV, SECTION 3(a)(1)(e).** Said modification to the Declaration, is: (new language is underlined)

e. an amount deemed adequate by the Board to maintain a reserve for the cost of unexpected repairs and replacements and periodic maintenance, repair and replacement of improvements and for the repair and replacement of major improvements 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 for which cash reserves over a period of time in excess of one year ought to be maintained, and for the funding of insurance deductibles in the event of casualty loss; and

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 Sand Court Condominium Association has caused the execution of this instrument this 20th day of August, 2024.

SAND COURT CONDOMINIUM ASSOCIATION

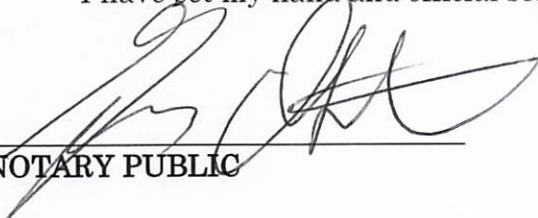
By: 
MICHAEL SIDOTI, President

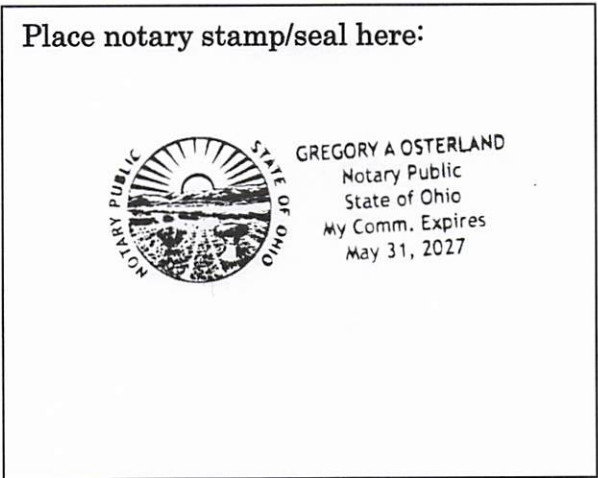
By: 
JOHN NEGRELLI, Secretary

STATE OF OHIO)
)
COUNTY OF Summit) SS

BEFORE ME, a Notary Public, in and for the County, personally appeared the above-named Sand Court Condominium Association, 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 the corporation and the free act and deed of them personally and as such officers.

I have set my hand and official seal this 20th day of August, 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

EXHIBIT A


CERTIFICATION OF OFFICERS

STATE OF OHIO)
)
COUNTY OF Summit) SS

Michael Sidoti and John Negrelli, being the duly elected and acting President and Secretary of the Sand Court Condominium Association, certify that the Amendments to the Declaration of Condominium Ownership for Sand Court Condominium were approved by the Board in accordance with Ohio Revised Code Section 5311.05(E)(1).



MICHAEL SIDOTI, President



JOHN NEGRELLI, Secretary

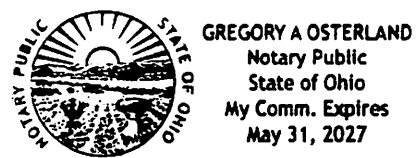
BEFORE ME, a Notary Public in and for the County, personally appeared the above-named Michael Sidoti and John Negrelli who acknowledged that they did sign the foregoing instrument and that the same is their free act and deed.

I have set my hand and official seal this 20th day of August, 2024.



NOTARY PUBLIC

Place notary stamp/seal here:



AMENDMENTS TO THE
DECLARATION OF CONDOMINIUM OWNERSHIP
 FOR
SAND COURT CONDOMINIUM

PLEASE CROSS MARGINAL REFERENCE WITH THE DECLARATION OF CONDOMINIUM OWNERSHIP FOR SAND COURT CONDOMINIUM RECORDED AT INSTRUMENT NO. 54877712 OF THE SUMMIT COUNTY RECORDS.

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

DATED: 9/5/12

KRISTEN M. SCALISE CPA, CFE
SUMMIT COUNTY FISCAL OFFICER

BY: _____
 FISCAL OFFICER

BY: Kelly Phelps
 KELLY Phelps



55888146
 Pg: 1 of 7
 09/05/2012 03:32P
 CONDO 72.00

Kristen Scalise, Summit Co Fiscal Office

**AMENDMENTS TO THE
DECLARATION OF CONDOMINIUM OWNERSHIP FOR
SAND COURT CONDOMINIUM**

WHEREAS, the Declaration of Condominium Ownership for Sand court Condominium (the "Declaration") and the Bylaws of Sand Court Condominium Association (the "Bylaws"), attached to and made a part of the Declaration, were recorded at Summit County Records Instrument No. 54877712, and

WHEREAS, Section 5311.05(E)(1) of the Ohio Revised Code authorizes the Board of Directors, without a vote of the Unit 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 and Bylaws as permitted by Chapter 5311 of the Ohio Revised Code and the Declaration of Condominium Ownership for Sand Court Condominium have in all respects been complied with.

NOW THEREFORE, the Declaration of Condominium Ownership for Sand Court Condominium 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) INSERT a new 2nd PARAGRAPH to DECLARATION ARTICLE XIX, SECTION 2, entitled "Enforcement." Said new addition, to be added on Page 39 of the Declaration, as recorded at Summit County Records, Instrument No. 54877712, is as follows:


55888146
 Pg: 2 of 7
 09/05/2012 03:32P
 CONDO 72.00
 Kristen Scalise, Summit Co Fiscal Office

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.

(4) INSERT a new 2nd PARAGRAPH to the end of DECLARATION ARTICLE III, SECTION 2(g), entitled "Renting and Leasing." Said new addition, to be added on Page 6 of the Declaration, as recorded at Summit County Records, Instrument No. 54877712, is as follows:

In accordance with Ohio law, the Association may initiate eviction proceedings to evict any tenant, for any violation of the Declaration, Bylaws, rules and regulations, or applicable laws, by the tenant, any Occupant of the Unit, or the owner of the Unit. The action shall be brought by the Association, as the Unit Owner(s)'s agent, in the name of the Unit Owner (s). In addition to any procedures required by State law, the Association shall give the Unit Owner (s) at least 10 days written notice of the intended eviction action. The costs of any eviction action, including reasonable attorneys' fees, shall be charged to the Unit Owner(s) and shall be the subject of a special Assessment against the offending Unit Owner and made a lien against that Unit.

(5) INSERT a new 2nd PARAGRAPH to the end of DECLARATION ARTICLE XV, SECTION 1, entitled "Types of Assessments." Said new addition, to be added on Page 25 of the Declaration, as recorded at Summit County Records, Instrument No. 54877712, 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;



55888146
 Pg: 3 of 7
 03/05/2012 03:32P
 CONDO 72.00
 Kristen Scalise, Summit Co Fiscal Office

- (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.

(6) INSERT a new PARAGRAPH (i) to DECLARATION ARTICLE XV, SECTION 5 entitled, "Effect of Nonpayment of Assessment; Remedies of the Association." Said new addition, to be added on Page 30 of the Declaration, as recorded at Summit County Records, Instrument No. 54877712, is as follows:

(i) In accordance with Ohio Revised Code Section 5311.081(B)(18), when a Unit Owner is delinquent in the payment of Assessments for more than 30 days, the Board may, by a majority vote, suspend the right of the Occupants to use the recreational facilities.

(7) INSERT a new 2nd PARAGRAPH to the end of DECLARATION ARTICLE XV, SECTION 3(c), entitled "Special Individual Unit Assessments." Said new addition, to be added on Page 28 of the Declaration, as recorded at Summit County Records, Instrument No. 54877712, 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.

(8) INSERT a new DECLARATION ARTICLE III, SECTION 2(r), entitled "Owner/Resident Information." Said new addition, to be added on Page 8 of the Declaration, as recorded at Summit County Records, Instrument No. 54877712, is as follows:

(r) Owner/Resident Information. In accordance with Ohio Revised Code Section 5311.09(A)(2) and (3), each Unit Owner shall, within 30 days of the recording of this Amendment or within 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 30 days of said change.

(9) DELETE DECLARATION ARTICLE VII, SECTION 4, entitled "Board of Directors," in its entirety. Said deletion is to be made on Page 12 of the Declaration, as recorded at Summit County Records, Instrument No. 54877712.

INSERT a new DECLARATION ARTICLE VII, SECTION 4, entitled "Board of Directors." Said addition, to be made on Page 12 of the Declaration, as recorded at Summit County Records, Instrument No. 54877712, is as follows:

Section 4. Board of Directors. The Board of Directors shall consist of three members each of whom must be a Unit Owner or the spouse of a Unit Owner. That notwithstanding, no one Unit may be represented by more than one Person on the Board at any one time. If a Unit Owner is not an individual, that Unit Owner may nominate for the Board of Directors any principal, member of a limited liability company, partner, director, officer, or employee of that Unit Owner. The terms of the three Directors shall be staggered so that the terms of one of the Directors will expire and successors be elected at each annual meeting of the Association and to serve three-year terms.

(10) INSERT a new 2nd SENTENCE to the end of BYLAWS ARTICLE IV, SECTION 9, entitled "Quorum." Said new addition, to be added on Page 4 of the Bylaws, attached hereto and made a part of the Declaration, as recorded at Summit County Records, Instrument No. 54877712, 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 PARAGRAPH (m) to BYLAWS ARTICLE IV, SECTION 12, entitled "Powers." Said new addition to be added on Page 5 of the Bylaws, attached hereto and made a part of the Declaration, as recorded at Summit County Records, Instrument No. 54877712, is as follows:

- (m) 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) Hire and fire attorneys, accountants, and other independent contractors and employees that the Board determines are necessary or desirable in the management and/or operation of the Condominium Property and the Association;
 - (ii) 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;
 - (iii) Enter into contracts and incur liabilities relating to the operation of the Condominium Property;
 - (iv) Grant easements, leases, licenses, and concessions through or over the Common Elements; and
 - (v) Impose and collect fees or other charges for the use, rental, or operation of the Common Elements or for services provided to Unit Owners.

(12) Any conflict between the above provisions and any other provisions of the Declaration and Bylaws shall be interpreted in favor of the above amendments. 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 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 Sand Court Homeowners' Association has caused the execution of this instrument this 28th day of August, 2012.

SAND COURT HOMEOWNERS' ASSOCIATION

By: [Signature]
JOSEPH BACIK, its President

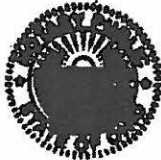
STATE OF OHIO)
COUNTY OF Summit) SS

BEFORE ME, a Notary Public, in and for said County, personally appeared the above named Sand Court Homeowners' Association, by Joseph Bacik, its President, who acknowledged that he 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 him personally and as such officer.

IN WITNESS WHEREOF, I have hereunto set my hand and official seal in Twinsburg, Ohio, this 28th day of August, 2012.

[Signature]
NOTARY PUBLIC

Place notary stamp/seal here:



JENNY ROBILIARD MURDOCK
Notary Public, State of Ohio
My Commission Expires Jan. 11, 2017
Recorded in Summit County

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



55328973

Pg: 1 of 5
06/02/2006 08:29A
CONDO 56.00

John A Donofrio, Summit Fiscal Officer

AMENDMENT TO THE
DECLARATION OF CONDOMINIUM OWNERSHIP
FOR
SAND COURT CONDOMINIUM

PLEASE CROSS MARGINAL REFERENCE WITH THE DECLARATION OF CONDOMINIUM OWNERSHIP FOR SAND COURT CONDOMINIUM RECORDED AT INSTRUMENT NO. 54877712, OF THE SUMMIT COUNTY RECORDS.

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

DATED: June 2, 2006

BY: JOHN A. DONOFRIO
FISCAL OFFICER

By O. Taylor, Deputy Auditor

AMENDMENT TO THE
DECLARATION OF CONDOMINIUM OWNERSHIP FOR
SAND COURT CONDOMINIUM

WHEREAS, the Declaration of Condominium Ownership for Sand Court Condominium (the "Declaration") and the By-Laws of Sand Court Condominium Association (the "Bylaws"), attached to and made a part of the Declaration, were recorded at Summit County Records Instrument No. 54874262 and re-filed at Instrument No. 54877712, and

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

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

WHEREAS, Unit Owners representing not less than 75% of the Association's voting power have executed instruments in writing setting forth specifically the matter to be added (the "Amendment"), and

WHEREAS, the Association has in its records the signed, written consents to the Amendment signed by Unit Owners representing 80% of the Association's voting power as of April 28, 2006, and

WHEREAS, the Association has in its records the power of attorney signed by Unit Owners representing 80% of the Association's voting power authorizing the Association's officers to execute the Amendment on their behalf, and

WHEREAS, attached hereto as Exhibit A is a certification of the Association's President and Secretary that Unit Owners representing not less than 75% of the Association's voting power affirmatively approved the Amendment, in writing, 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 Sand Court Condominium have in all respects been complied with.

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



John A Donofrio, Summit Fiscal Officer

55328973

Pg: 2 of 5
06/02/2006 08:29A
CONDO 56.00

INSERT a new DECLARATION ARTICLE III, SECTION 2(q) entitled, "Occupancy Restriction." Said new addition, to be added on Page 8 of the Declaration, as recorded at Summit County Records, Instrument No. 54874262 and re-recorded at Instrument No. 54877712, is as follows:

(q) Occupancy Restriction. No person who is adjudicated to be a sexual predator or a habitual sex offender 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 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.

IN WITNESS WHEREOF, the said Sand Court Homeowners' Association has caused the execution of this instrument this 27th day of May, 2006.

SAND COURT HOMEOWNERS' ASSOCIATION

By: [Signature] Pres.
JOSHUA WEINBERGER, its President

By: [Signature] Secretary
JOE BACIK, its Secretary

 55328973
Pg: 3 of 5
06/02/2006 08:29A
CONDO 56.00
John A Donofrio, Summit Fiscal Officer

STATE OF OHIO)
)
COUNTY OF Summit) SS

BEFORE ME, a Notary Public, in and for said County, personally appeared the above named Sand Court Homeowners' Association, by its President and its Secretary, who acknowledged that they did sign the foregoing instrument, on Page 3 of 5, 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 Fairlawn, Ohio, this 23rd day of May, 2006.

Patricia Slade
NOTARY PUBLIC



PATRICIA SLADE
NOTARY PUBLIC, STATE OF OHIO
Recorded in Medina County
My Comm. Expires Dec. 21, 2009

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



John A Donofrio, Summit Fiscal Officer

55328973
Pg: 4 of 5
06/02/2006 08:29A
CONDO 56.00

EXHIBIT A

CERTIFICATION OF PRESIDENT AND SECRETARY

The undersigned, being the duly elected and qualified President and Secretary of the Sand Court Homeowners' Association, hereby certifies that the Association received the signed, written consents of Unit Owners representing 80% of the Association's voting power in favor of the Amendment to the Declaration of Condominium Ownership for Sand Court Condominium in accordance with the provisions of Declaration Article XVIII and caused such signed, written consents to be filed with the corporate records for Sand Court Homeowners' Association.

Joshua Weinberger

JOSHUA WEINBERGER, President

Joe Bacik

JOE BACIK, Secretary

STATE OF OHIO)
)
COUNTY OF Summit) SS

BEFORE ME, a Notary Public, in and for said County, personally appeared the above named JOSHUA WEINBERGER and JOE BACIK who acknowledges that they did sign the foregoing instrument and that the same is their free act and deed.

IN TESTIMONY WHEREOF, I have hereunto set my hand and official seal in Fairlawn, Ohio, this 23rd day of May, 2006.

Patricia Slade

NOTARY PUBLIC



PATRICIA SLADE
NOTARY PUBLIC, STATE OF OHIO
Recorded in Medina County
My Comm. Expires Dec. 21, 2009

X
/

FIRST AMENDMENT TO
SAND COURT CONDOMINIUM DECLARATION

RECITALS:

- I. On the 16th day of May, 2003, SweetBriar-Sand Run, Ltd., an Ohio limited liability company, (the "Declarant") submitted certain properties in the County of Summit, State of Ohio, to the provisions of Chapter 5311 of the Ohio Revised Code as Condominium Property by filing with the Summit County Auditor an instrument entitled "Sand Court Condominium Declaration" (the "Declaration");
- II. The Declaration was recorded at #54874262 and re-recorded at #54877712, inclusive, of the Summit County, Ohio Records;
- III. Article XVIII, Section 3, Paragraph 17 of the Declaration requires that seventy five percent (75%) of the Owners consent to any amendment of the Declaration;
- IV. Exhibit B to the original Declaration improperly identifies the numbering scheme used to identify the Units; and
- V. The undersigned constitute at least seventy five percent (75%) of the Owners and desire to amend the Declaration as provided for herein.

NOW, THEREFORE, the undersigned hereby declare as follows:

- 1. The above recitals are hereby incorporated by reference into this First Amendment to Declaration
- 2. All the terms used herein which are defined in the Declaration shall be interpreted as having the same meaning as defined in the Declaration.
- 3. Exhibit B to the Declaration is hereby deleted and inserted in its place is that document attached hereto as Exhibit B-1 and incorporated herein by reference.
- 4. In addition, the Declarant agrees to file an amended plat map correctly identifying the numbering scheme used with regard to the Units and showing the Limited Common Area and Common Area, as referred to in the Declaration, as LCA and CA on the Plat.

[SIGNATURE PAGES TO FOLLOW]

3-30-04
TNN
SPLIT/COMBINE/NEW
LEGAL DESCRIPTION
APPROVED BY
GIS

wait to

TITLE FIRST AMENDMENT
387 MEDINA RD. #500
MEDINA, OHIO 44256



55029359
Pg: 1 of 7
03/31/2004 03:02P
CONDO 72.00

John A Donofrio, Summit Fiscal Officer

IN WITNESS WHEREOF, SweetBriar-Sand Run, Ltd. and the undersigned Owners hereby cause this instrument to be executed as of this 25th day of March, 2004 and consent to the terms and conditions contained herein.

DECLARANT

SWEETBRIAR-SAND RUN, LTD.

By: J.F. Development, LLC, Managing Member

[Signature]
James E. Ereet, Jr., Managing Member
Michael J. Haas, Vice President

STATE OF OHIO)
) SS:
COUNTY OF SUMMIT)

Vice President
BEFORE ME, a Notary Public in and for said county and state, personally appeared the ~~Managing Member~~ of J.F. Development, LLC, as the Managing Member of SweetBriar-Sand Run, Ltd., who acknowledged that he did execute the foregoing instrument for and on behalf of said limited liability company.

IN TESTIMONY WHEREOF, I have hereunto set my hand and seal as of this 25th day of March, 2004.

[Signature]
Notary Public
Print Name: _____



[SIGNATURE PAGES CONTINUE ON NEXT]

PETER C. NINTCHEFF
Attorney At Law
My Commission
Has No Exp. Date
Sec. 147.03 O.R.C.

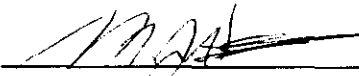
55029359
Pg: 2 of 7
03/31/2004 03:02P
CONDO 72.00
John A Donofrio, Summit Fiscal Officer

PREPARED BY MICHAEL J. HAAS

OWNER OF UNITS #132-2, 132-3, 132-4, 132-6, 135-14, 135-16, 135-17, 135-18, 135-19, 140-8, 140-9, 140-10, 140-11 and 140-12 Sand Court

SWEETBRIAR-SAND RUN, LTD.

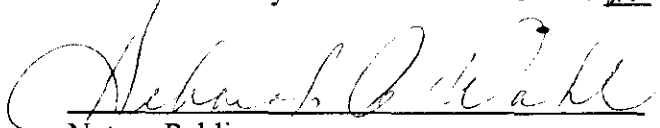
By: J.F. Development, LLC, Managing Member


James E. Fréct, Jr., Managing Member
Michael J. Haas, Vice President

STATE OF OHIO)
) SS:
COUNTY OF SUMMIT)

BEFORE ME, a Notary Public in and for said county and state, personally appeared the Managing Member of J.F. Development, LLC, as the Managing Member of SweetBriar-Sand Run, Ltd., who acknowledged that he did execute the foregoing instrument for and on behalf of said limited liability company.

IN TESTIMONY WHEREOF, I have hereunto set my hand and seal as of this 25th day of March, 2004.


Notary Public
Print Name: DEBORAH A WAHL
Notary Public
In and for the State of Ohio
My Commission Expires June 28, 2004

OWNER OF UNIT #132-1 Sand Court

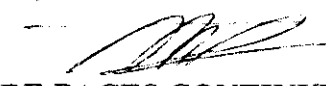

Dominic Zito

STATE OF OHIO)
) SS:
COUNTY OF SUMMIT)

 **55029359**
Pg: 3 of 7
03/31/2004 03:02P
CONDO 72.00
John A Donofrio, Summit Fiscal Officer

BEFORE ME, a Notary Public in and for said county and state, personally appeared Jennifer Alder who acknowledged that she did execute the foregoing instrument for and the same was her own free act and deed.

IN TESTIMONY WHEREOF, I have hereunto set my hand and seal as of this 25th day of March, 2004.


[SIGNATURE PAGES CONTINUE ON] **MICHAEL J. HAAS, Attorney**
Notary Public-State of Ohio
My Commission has no
Expiration Date
Section 147.03 R.C.

OWNER OF UNIT #132-5 Sand Court

Loren M. Becker
Loren Becker

STATE OF OHIO)
) SS:
COUNTY OF SUMMIT)

BEFORE ME, a Notary Public in and for said county and state, personally appeared Loren Becker who acknowledged that he/she did execute the foregoing instrument for and the same was his/her own free act and deed.

IN TESTIMONY WHEREOF, I have hereunto set my hand and seal as of this 23rd day of March, 2004.

MICHAEL J. HAAS, Attorney
Notary Public-State of Ohio
My Commission has no
Expiration Date
Section 147.03 F.C.

OWNER OF UNIT #135-13 Sand Court

Matthew Eldred
Matthew Eldred

STATE OF OHIO)
) SS:
COUNTY OF SUMMIT)

BEFORE ME, a Notary Public in and for said county and state, personally appeared Matthew Eldred who acknowledged that he did execute the foregoing instrument for and the same was his own free act and deed.

IN TESTIMONY WHEREOF, I have hereunto set my hand and seal as of this 12th day of March, 2004.

[SIGNATURE PAGES CONTINUE ON NEXT]

MICHAEL J. HAAS, Attorney
Notary Public-State of Ohio
My Commission has no
Expiration Date
Section 147.03 F.C.

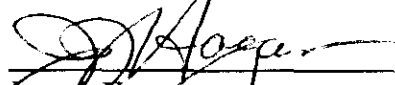


55029359


Pg: 4 of 7
03/31/2004 03:02P
CONDO 72.00

John A Donofrio, Summit Fiscal Officer

OWNERS OF UNIT #135-15 Sand Court



Joseph Hagan




Shirley Hagan

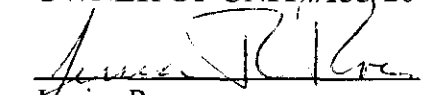
STATE OF OHIO)
) SS:
COUNTY OF SUMMIT)

BEFORE ME, a Notary Public in and for said county and state, personally appeared Joseph and Shirley Hagen who acknowledged that they did execute the foregoing instrument for and the same was their own free act and deed.

IN TESTIMONY WHEREOF, I have hereunto set my hand and seal as of this 15TH day of MARCH, 2004.


MICHAEL J. HAAS, Attorney
Notary Public-State of Ohio
My Commission has no
Expiration Date
Section 147.03 R.C.

OWNER OF UNIT #135-20 Sand Court



Jessica Roe

STATE OF OHIO)
) SS:
COUNTY OF SUMMIT)

BEFORE ME, a Notary Public in and for said county and state, personally appeared Jessica Roe who acknowledged that she did execute the foregoing instrument for and the same was her own free act and deed.

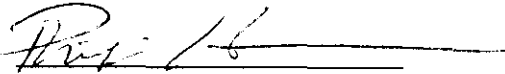
IN TESTIMONY WHEREOF, I have hereunto set my hand and seal as of this 25th day of March, 2004.


[SIGNATURE PAGES CONTINUE ON NEXT]
MICHAEL J. HAAS, Attorney
Notary Public-State of Ohio
My Commission has no
Expiration Date
Section 147.03 R.C.


John A Donofrio, Summit Fiscal Officer

55029359
Pg: 5 of 7
03/31/2004 03:02P
CONDO 72.00

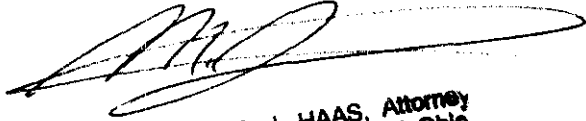
OWNER OF UNIT #140-7 Sand Court


Phillip Herman

STATE OF OHIO)
) SS:
COUNTY OF SUMMIT)

BEFORE ME, a Notary Public in and for said county and state, personally appeared Phillip Herman who acknowledged that he did execute the foregoing instrument for and the same was his own free act and deed.

IN TESTIMONY WHEREOF, I have hereunto set my hand and seal as of this 25th day of April, 2004.



MICHAEL J. HAAS, Attorney
Notary Public-State of Ohio
My Commission has no
Expiration Date
Section 147.03 R.C.

 **55029359**
Pg: 6 of 7
03/31/2004 03:02P
CONDO 72.00
John A Donofrio, Summit Fiscal Officer

Exhibit B-1

Unit	Bedrooms	Garage	Living Area	Square Feet Garage	Interest in Common Areas
132-1	3	2-Car	1,450	440	5%
132-2	2	1-Car	1,300	237	5%
132-3	2	1-Car	1,300	237	5%
132-4	2	1-Car	1,300	237	5%
132-5	2	1-Car	1,300	237	5%
132-6	3	2-Car	1,450	440	5%
135-13	3	2-Car	1,450	440	5%
135-14	2	1-Car	1,300	237	5%
135-15	2	1-Car	1,300	237	5%
135-16	2	1-Car	1,300	237	5%
135-17	2	1-Car	1,300	237	5%
135-18	2	1-Car	1,300	237	5%
135-19	2	1-Car	1,300	237	5%
135-20	3	2-Car	1,450	440	5%
140-7	3	2-Car	1,450	440	5%
140-8	2	1-Car	1,300	237	5%
140-9	2	1-Car	1,300	237	5%
140-10	2	1-Car	1,300	237	5%
140-11	2	1-Car	1,300	237	5%
140-12	3	2-Car	1,450	440	5%



55029359

Pg: 7 of 7
03/31/2004 03:02P
CONDO 72.00

John A Donofrio, Summit Fiscal Officer