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2017R017284

LAKE COUNTY OHIO
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BECKY LYNCH
LAKE COUNTY RECORDER
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AMENDMENTS TO THE
DECLARATION OF CONDOMINIUM OWNERSHIP
FOR
SWEET BRIER CONDOMINIUMS

PLEASE CROSS MARGINAL REFERENCE WITH THE DECLARATION OF
CONDOMINIUM OWNERSHIP FOR SWEET BRIER CONDOMINIUMS
RECORDED AT INSTRUMENT NO. 960028784 FOR THE LAKE COUNTY
RECORDS.

AMENDMENTS TO THE
DECLARATION OF CONDOMINIUM OWNERSHIP FOR
SWEET BRIER CONDOMINIUMS

WHEREAS, the Declaration of Condominium Ownership for Sweet Brier Condominiums (the "Declaration") and the Bylaws of Sweet Brier Condominium Unit Owners Association, Inc. (the "Bylaws"), Exhibit "B" the Declaration, were recorded at Lake County Records, Instrument No. 960028784, and

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

WHEREAS, Declaration Article XII(A) authorizes amendments to the Declaration, and

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

WHEREAS, the Association has in its records the signed, written consents to Amendment A signed by Unit Owners representing 75.22% of the Association's voting power as of June 5, 2017, and

WHEREAS, the Association has in its records the power of attorney signed by Unit Owners representing 75.22% 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 79.64% of the Association's voting power as of June 5, 2017, and

WHEREAS, the Association has in its records the power of attorney signed by Unit Owners representing 79.64% of the Association's voting power authorizing the Association's officers to execute Amendment B on their behalf, and

WHEREAS, attached as Exhibit A is a certification of the Association's President stating that copies of the Amendments will be mailed or hand delivered to all first mortgagees on the records of the Association, and all Unit Owners, once the

Amendments are recorded with the Lake County Recorder's Office and that Unit Owners representing at least 75% of the Association's voting power affirmatively approved the Amendments, and

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

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 Sweet Brier Condominiums is amended by the following:

AMENDMENT A

DELETE DECLARATION ARTICLE VII(M) in its entirety. Said deletion to be taken from Page 26 of the Declaration, as recorded at Lake County Records, Instrument No. 960028784.

INSERT a new DECLARATION ARTICLE VII(M). Said new addition, to be added to Page 26 of the Declaration, as recorded at Lake County Records, Instrument No. 960028784, is as follows:

(M) The parking of vehicles on the Condominium Property will be subject to the Rules, provided, that such Rules will be subject to and consistent with the following:

(1) No trailer of any type, camper, mobile home, motor home, recreational vehicle, house car, bus, truck (other than a sports utility vehicle, two-axle truck with no more than four tires or van of less than one ton or less load carrying capacity), boat, jet ski, or similar vehicle or equipment is permitted to remain on the Condominium Property, including any driveway or roadway, without the Board's prior, written consent or as permitted in the Rules for short term parking of any such vehicle.

(2) Commercial vehicles, including any vehicle that displays or has any equipment, signs, commercial license plates, or markings of a commercial nature, including snowplows or snowplow hitches, will not be parked or stored on any driveway or roadway within the Condominium Property, except during normal business hours in conjunction with deliveries to the Condominium Property, or the maintenance, repair, or replacement of a Unit. This prohibition does not apply to the Association in the performance of or in conjunction with the Association's maintenance, repair, replacement, or operation of the Condominium Property.

(3) "For Sale" or similar signage is prohibited in, on, or from any vehicle parked or stored on the Condominium Property other than within a garage.

(4) All licensable vehicles on the Condominium Property must be operable and driven by licensed drivers.

(5) Maintenance and repair work including but not limited to washing may be performed on any permitted vehicle within the Condominium Property in strict accordance with the Rules.

(6) Motorcycles are permitted on the Condominium Property but must be parked and stored only within a garage and are subject to any Rule limiting the permissible decibel noise level, as described by City Ordinance, from any motorcycle when running or in use anywhere on the Condominium Property.

In addition to all other remedies, the Board may and is authorized to tow away and store any vehicle or equipment that is in violation of any Declaration provision or restriction, or any Rule, regardless of whether such vehicle or equipment belongs to a Unit Owner. Charges for such towing and storage will be assessed to the Unit account of the Unit Owner responsible for the presence of such vehicle or equipment on the Condominium Property. The responsible Unit Owner(s) will be personally and jointly and

severally liable for payment of the cost of removal, storage of the vehicle or equipment.

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

AMENDMENT B

INSERT a new DECLARATION ARTICLE VII(R). Said new addition, to be added to Page 27 of the Declaration, as recorded at Lake County Records, Instrument No. 960028784, is as follows:

(R) To protect against property damage and the privacy of the Unit Owners, Occupants, residents, guests, and invitees of Sweet Brier Condominium, the use, operation, or control of drones or any other remote flying device is prohibited on the Common Elements and the individual Units, unless such use, operation, or control has been approved in writing by the Board of Directors prior to any usage.

Any conflict between this provision and any other provisions of the Declaration and Bylaws will be interpreted in favor of this amendment prohibiting the use of drones on the common elements and Unit without prior Board approval. The invalidity of any part of the above provision does not impair or affect in any manner the validity or enforceability of the remainder of the provision. Upon the recording of this amendment, only Unit Owners of record at the time of such filing have standing to contest the validity of this amendment, whether on procedural, substantive, or any other grounds, provided further that any such challenge must be brought in the court of common pleas within one year of the recording of this amendment.

The Sweet Brier Condominium Unit Owners Association, Inc. has caused the execution of this instrument this 22 day of June, 2017.

SWEET BRIER CONDOMINIUM UNIT OWNERS ASSOCIATION, INC.

By: Edna Korb
EDNA KORB, its President

By: John Kucera
JOHN KUCERA, its Secretary

STATE OF OHIO)
COUNTY OF Lake) SS

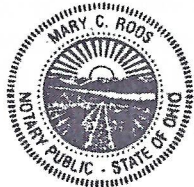
BEFORE ME, a Notary Public, in and for said County, personally appeared the above named Sweet Brier Condominium Unit Owners Association, Inc., by its President and its Secretary, who acknowledged that they did sign the foregoing instrument and that the same is the free act and deed of said corporation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

I have set my hand and official seal in Willoughby, Ohio, this 22 day of June, 2017.

Mary C. Roos
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:



Mary C. Roos
Notary Public
In and For the State of Ohio
My Commission Expires
August 9, 2021

EXHIBIT A

CERTIFICATION OF PRESIDENT

STATE OF OHIO)
COUNTY OF Lake) SS

EDNA KORB, the duly elected and acting President of the Sweet Brier Condominium Unit Owners Association, Inc., certifies:

1. Copies of the Amendments to the Declaration will be mailed or hand delivered to all first mortgagees having bona fide liens of record against any Unit Ownerships of whose mortgage interests notice had been given to the Association and all Unit Owners once the Amendments are recorded with the Lake County Recorder's Office.

2. Unit Owners representing at least 75% of the Association's voting power in favor of the Amendments.

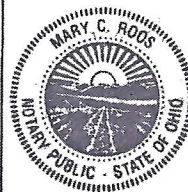
Edna Korb
EDNA KORB, President

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

IN TESTIMONY WHEREOF, I have set my hand and official seal in Willoughby, Ohio, this 22 day of June, 2017.

Mary C. Roos
NOTARY PUBLIC

Place notary stamp/seal here:



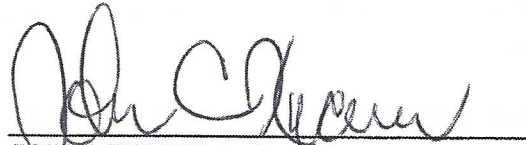
Mary C. Roos
Notary Public
In and For the State of Ohio
My Commission Expires
August 9, 2021

EXHIBIT B

CERTIFICATION OF SECRETARY

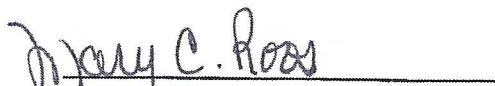
STATE OF OHIO)
COUNTY OF Lake) SS

JOHN KUCERA, the duly elected and acting Secretary of the Sweet Brier Condominium Unit Owners Association, Inc., certifies there are no "first mortgagees" as that term is used in Declaration Article XII, Section (A) since no holders, insurers or guarantors of a first mortgage on a Unit have given the Association a written request to received notice of certain actions or amendments.

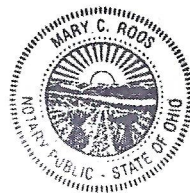

JOHN KUCERA, Secretary

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

IN TESTIMONY WHEREOF, I have set my hand and official seal in Willoughby, Ohio, this 22 day of June, 2017.


NOTARY PUBLIC

Place notary stamp/seal here:



Mary C. Roos
Notary Public
In and For the State of Ohio
My Commission Expires
August 9, 2021

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2023R007386

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BECKY LYNCH, RECORDER

LAKE COUNTY OHIO

REC FEE: 94.00

TOTAL PAGES: 9

AMENDMENTS TO THE
DECLARATION OF CONDOMINIUM OWNERSHIP
FOR
SWEET BRIER CONDOMINIUMS

PLEASE CROSS MARGINAL REFERENCE WITH THE DECLARATION OF
CONDOMINIUM OWNERSHIP FOR SWEET BRIER CONDOMINIUMS RECORDED
AT INSTRUMENT NO. 960028784 OF THE LAKE COUNTY RECORDS.

AMENDMENTS TO THE
DECLARATION OF CONDOMINIUM OWNERSHIP FOR
SWEET BRIER CONDOMINIUMS

RECITALS

- A. The Declaration of Condominium Ownership for Sweet Brier Condominiums (the "Declaration") and the Bylaws of Sweet Brier Condominium Unit Owners Association, Inc., Exhibit "B" of the Declaration (the "Bylaws"), were recorded at Lake County Records Instrument No. 960028784.
- 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 Sweet Brier Condominiums is amended by the Board of Directors as follows:

- (1) INSERT a NEW PARAGRAPH to the end of DECLARATION ARTICLE X, SECTION (C). Said new addition to the Declaration, as recorded at the Lake County Records, Instrument No. 960028784, and as amended at Instrument No. 2005R049307, is:

The Board will impose the following enforcement procedure:

- (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 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.

(2) MODIFY THE 1st SENTENCE of the 1st PARAGRAPH of DECLARATION ARTICLE V, SECTION (D). Said modification to the Declaration, as recorded at Lake County Records, Instrument No. 960028784, and as amended at Instrument No. 2005R049307, 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 Lake County, Ohio, pursuant to authorization given by the Board of Directors of the Association.

(3) INSERT a NEW PARAGRAPH to the end of BYLAWS ARTICLE V, SECTION 6. Said new addition to the Bylaws, Exhibit "B" of the Declaration, as recorded at Lake County Records, Instrument No. 960028784, 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 II, SECTION 1. Said modification to the Bylaws, Exhibit "B" of the Declaration, as recorded at Lake County Records, Instrument No. 960028784, 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.~~

(5) INSERT A NEW PARAGRAPH to the end of BYLAWS ARTICLE II, SECTION 9. Said new addition to the Bylaws, Exhibit "B" of the Declaration, as recorded at Lake County Records, Instrument No. 960028784, 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.

(6) INSERT 2 NEW ITEMS (6) AND (7) to the end of the 1st SENTENCE of DECLARATION ARTICLE XII, SECTION (B). Said new additions to the Declaration, as recorded at Lake County Records, Instrument No. 960028784, and as amended at Instrument No. 2005R049307, are:

... or (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.

(7) MODIFY BYLAWS ARTICLE II, SECTION 10(I)(1). Said modification to the Bylaws, Exhibit "B" of the Declaration, as recorded at Lake County Records, Instrument No. 960028784, and as amended at Instrument No. 2005R049307, is: (deleted language is crossed out; new language is underlined)

(1) 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 PARAGRAPH to the end of DECLARATION ARTICLE XVIII, SECTION (I). Said new addition to the Declaration, as recorded at Lake County Records, Instrument No. 960028784, and as amended at Instrument No. 2005R055772, is:

Notices may also 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.

(9) MODIFY 1st SENTENCE of BYLAWS ARTICLE V, SECTION 3. Said modification to the Bylaws, Exhibit "B" of the Declaration, as recorded at Lake County Records, Instrument No. 960028784, is: (new language is underlined)

The Association shall be obligated to build up and maintain a reasonable reserve in an amount deemed adequate by the Board to maintain a reserve for 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.

(10) INSERT A NEW PARAGRAPH to the end of BYLAWS ARTICLE II, SECTION 13. Said new addition to the Bylaws, Exhibit "B" of the Declaration, as recorded at Lake County Records, Instrument No. 960028784, 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:

- (1) 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.
- (2) 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.
- (3) 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.
- (4) 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.

- (5) 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 Sweet Brier Condominium Unit Owners Association, Inc. has caused the execution of this instrument this 3 day of APRIL, 2023.

SWEET BRIER CONDOMINIUM UNIT OWNERS ASSOCIATION, INC.

By: Terrence L. Gabor, Pres.
TERRENCE L. GABOR, President

By: K. Hearn Sec/Vreas.
KAY L. HEARN, Secretary

STATE OF OHIO)
COUNTY OF LAKE) SS

BEFORE ME, a Notary Public, in and for said County, personally appeared the above named Sweet Brier Condominium Unit Owners Association, Inc., by its President and its Secretary, who acknowledged that they did sign the foregoing instrument, on page 8 of 9, 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 3rd day of April, 2023.

Sherry Lee Sada
NOTARY PUBLIC

Place notary stamp/seal here:



SHERRY LEE SADA
Notary Public State of Ohio
My Commission Expires
April 2, 20 27

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

