

21/12

**AMENDMENTS TO THE**  
**DECLARATION OF RESTRICTIONS, COVENANTS, AND EASEMENTS FOR**  
**SAND RUN ALLOTMENT PHASE I**  
**AND**  
**BYLAWS OF**  
**SAND RUN HOMEOWNERS ASSOCIATION, INC.**  
**A.K.A. SAND RUN POINTE HOMEOWNERS ASSOCIATION, INC.**

PLEASE CROSS MARGINAL REFERENCE WITH THE DECLARATION OF RESTRICTIONS, COVENANTS, AND EASEMENTS FOR SAND RUN ALLOTMENT PHASE I RECORDED AT OR 2315, PAGE 423 ET SEQ. AND THE BYLAWS OF SAND RUN HOMEOWNERS ASSOCIATION, INC. A.K.A. SAND RUN POINTE HOMEOWNERS ASSOCIATION, INC. RECORDED AT INSTRUMENT NO. 56214031 OF THE SUMMIT COUNTY RECORDS.

THIS WILL CERTIFY THAT A COPY OF THESE AMENDMENTS TO THE DECLARATION OF RESTRICTIONS, COVENANTS, AND EASEMENTS FOR SAND RUN ALLOTMENT PHASE I AND THE BYLAWS OF SAND RUN HOMEOWNERS ASSOCIATION, INC. A.K.A. SAND RUN POINTE HOMEOWNERS ASSOCIATION, INC. WERE FILED IN THE OFFICE OF THE FISCAL OFFICER OF SUMMIT COUNTY, OHIO.

DATED: 10-17-2022

BY: KRISTEN M. SCALISE CPA, CFE  
FISCAL OFFICER

By: *Beverly Coble*  
*Beverly Coble*

DOC # 56773864



**AMENDMENTS TO THE**  
**DECLARATION OF RESTRICTIONS, COVENANTS, AND EASEMENTS FOR**  
**SAND RUN ALLOTMENT PHASE I AND THE BYLAWS OF SAND RUN**  
**HOMEOWNERS ASSOCIATION, INC. A.K.A. SAND RUN POINTE**  
**HOMEOWNERS ASSOCIATION, INC.**

**RECITALS**

- A.** The Declaration of Restrictions, Covenants, and Easements for Sand Run Allotment Phase I (the "Declaration") was recorded at Summit County Records, OR 2315, Page 423 et seq. and the Bylaws of Sand Run Pointe Homeowners Association, Inc. A.K.A. Sand Run Pointe Homeowners Association, Inc. (the "Bylaws") were recorded at Summit County Records, Instrument No. 56214031.
- B.** The Sand Run Pointe Homeowners Association, Inc. (the "Association") is a corporation consisting of all Owners in Sand Run Pointe and as such is the representative of all Owners.
- C.** Declaration Article VII, Section (a) authorizes amendments to the Declaration and Bylaws Article XI authorizes amendments to the Bylaws.
- D.** Owners representing at least 65 percent of the Association's current voting power have executed instruments in writing setting forth specifically the matters to be modified in the Declaration.
- E.** A meeting, including any change, adjournment, or continuation of such meeting, of the Association's Owners was held on or about August 31, 2022, and, at that meeting and any adjournment, Owners representing at least a majority of the voting power of the Association executed, in person or by proxy, an instrument in writing setting forth specifically the matter to be modified in the Bylaws (the "Amendments").
- F.** Owners representing 87.50 percent of the Association's voting power have affirmatively consented to or voted in favor of Amendments A, B, E, and F and signed powers of attorney authorizing the Association's officers to execute Amendments A, B, E, and F on the Owners' behalf, as documented in the Association's records.



G. Owners representing 68.75 percent of the Association's voting power have affirmatively consented to or voted in favor of Amendment C and signed powers of attorney authorizing the Association's officers to execute Amendment C on the Owners' behalf, as documented in the Association's records.

H. Owners representing 88.09 percent of the Association's voting power have affirmatively consented to or voted in favor of Amendment D and signed powers of attorney authorizing the Association's officers to execute Amendment D on the Owners' behalf, as documented in the Association's records.

I. The Association has complied with the proceedings necessary to amend the Declaration and Bylaws, as required by the Declaration and Bylaws, in all material respects.

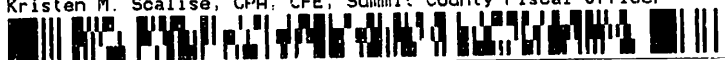
## **AMENDMENTS**

The Declaration of Restrictions, Covenants, and Easements for Sand Run Allotment Phase I and the Bylaws of Sand Run Pointe Homeowners Association, Inc. A.K.A. Sand Run Pointe Homeowners Association, Inc. are amended by the following:

### **AMENDMENT A**

**INSERT a new DECLARATION ARTICLE VI, SECTION 13 entitled, "Occupancy Restriction."** Said new addition, to be added to the Declaration, as recorded at Summit County Records, OR 2315, Page 423 et seq., is as follows:

**Section 13. Occupancy Restriction.** A person who is classified as a sex offender/child-victim offender and for whom the County sheriff or other government entity must provide community notice of the sex offender's residential address, is prohibited from residing in or occupying a Lot, including the residence on the Lot, and from remaining in or on the Property for any length of time. The classification of a sex offender/child-victim offender and the determination of whether notice is required is made by a court of law in accordance with the Ohio Sex Offenders Act, or similar statute from another jurisdiction as either may be amended or renamed from time to time. The Association is not liable to any Owner, occupant, or visitor of any Owner, or of the Association, as a result of the Association's alleged failure, whether negligent, intentional, or otherwise, to enforce any provision of this Occupancy Restriction.



Any conflict between this provision and any other provisions of the Declaration and Bylaws will be interpreted in favor of this restriction on the occupancy of residences. 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 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.

#### AMENDMENT B

MODIFY the 1<sup>ST</sup> SENTENCE in DECLARATION ARTICLE VI, SECTION 6 entitled, "General Restrictions and add a new PARAGRAPH at the end of Article VI, Section 6." Said modification, to be made to the Declaration, as recorded at Summit County Records, OR 2315, Page 423 et seq., is as follows (deleted language is crossed-out; new language is underlined):

No nuisance, flag, sign, marking, symbols, billboard or advertising device or activity ~~shall~~ will be built, placed, conducted, permitted or suffered to remain or continue upon any Lot [except for "for rent" or "for sale" ~~(provided, however, that no "for sale" or "for rent" signs may be erected while Developer is offering for sale any lots or any portion of the land described on Exhibit B)~~ or political campaign signs no larger than three (3) feet by three (3) feet ~~or any Ohio or American flag not larger than four (4) feet by five (5) feet~~], nor shall will any such Lot be used in whole or in part for any trade or business (except for activities not directly involving the public which are otherwise lawful) or in any way or for any purpose which may endanger the health or unreasonably disturb the quiet of any other Owner...

In addition, and notwithstanding the above, one standard-sized flag (not to exceed 3' x 5') of the United States of America and any other flag(s) which Ohio law determines may not be prohibited from being displayed may be displayed on the Lot on a pole attached to the front exterior of the residence, and will be made of nylon, polyester, or cotton. The installation of a free-standing flag pole in the ground on the Lot is prohibited. The location of the flag(s) must not interfere with the use of



any walkways or obstruct the view of any driveways for motorists or pedestrians. The flag(s) must immediately be removed or replaced once it is worn, faded, or tattered.

Any conflict between this provision and any other provisions of the Declaration and Bylaws will be interpreted in favor of this restriction on the display of flags. 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 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.

#### AMENDMENT C

DELETE the following TWO SENTENCES from DECLARATION ARTICLE VI, SECTION 6 entitled, "General Restrictions," in their entirety. Said deletion to be taken from the Declaration, as recorded at Summit County Records, OR 2315, Page 423 et seq. (deleted language is crossed-out)

~~No more than one cat or dog (not larger than 25 pounds) may be kept upon any Lot, but such pets shall not be permitted to become a nuisance. Such pets may urinate and defecate only in areas designated by the Developer or Association and the Owner shall promptly remove any droppings.~~

INSERT a new DECLARATION ARTICLE VI, SECTION 14 entitled, "Animals and Pets." Said new addition, to be added to the Declaration, as recorded at Summit County Records, OR 2315, Page 423 et seq., is as follows:

Section 14. Animals and Pets. Animals are prohibited from being raised, bred, kept, or maintained in any residence, Lot, or in the Common Elements. An Owner may have and keep in their residence on a Lot a total of three dogs or three cats or a combination of dogs or cats but the number of total animals will never exceed three at one time. Any animal that may be kept or maintained in a residence in accordance with this Section 14 must be kept on the Lot and only those portions of the Property as the Board designates, unless the animal is on a hand-held leash, is being carried, or is otherwise transported across, to, or from the



Property. The owner of any permitted pet must immediately clean and properly dispose of all animal excrement so that it is not left on any part of the Common Elements.

The Board may mandate the permanent removal from the Property of any permitted pet causing or creating a nuisance or unreasonable disturbance, or which does not comply with the restrictions in this Section 15 and may proceed in accordance with the remedies for enforcement in Ohio Revised Code Section 5312.11 or with three days' written notice from the Board based on the circumstances.

Any conflict between this provision and any other provisions of the Declaration and Bylaws will be interpreted in favor of this restriction on pets. 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 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.

#### AMENDMENT D

INSERT a new DECLARATION ARTICLE VI, SECTION 15 entitled, "Leasing of Residences." Said new addition, to be added to the Declaration, as recorded at Summit County Records, OR 2315, Page 423 et seq., is as follows:

#### Section 15. Leasing of Residences.

(a) To preserve property values and to further protect and preserve the well-being of Owners and occupants, residences can only be leased, let, or rented, whether for monetary compensation or not, by an Owner to others for business, speculative, investment, or any other purpose, subject to and compliance with the following provisions:

(1) Lease terms must be for at least 90 consecutive calendar days; all short-term rentals that are less for a period of 90 consecutive days are prohibited;



(2) If any lessee or tenant vacates the residence at any time before the 90 days within the commencement of the lease residence, the residence may not be re-leased until the minimum 90 consecutive rental days have passed;

(3) A copy of the lease and the names of the tenants and occupants who will reside in the residence must be provided to the Board at least 10 days prior to the commencement of the lease term;

(4) No Lot, including the residence, may be leased, let, or rented to any business or corporate entity for the purpose of corporate housing or similar use;

(5) The rental of a residence cannot include hotel, transient, or lodging services, including any meals, use of the kitchen for food preparation or service, bed and breakfast, vacation rental or similar room provisions and services in connection with food or beverage, maid service, the furnishing of laundry or linen, bell service, or similar services;

(6) No residence may be sub-leased, sublet, or rented by a tenant;

(7) No individual room, part, or sub-part of any residence may be leased, let, or rented;

(8) The Association has at all times a limited power-of-attorney from and on behalf of any Owner who is more than 60 days past due in the payment of any assessment or other amounts due to the Association. The limited power-of-attorney permits the Association to collect the lease or rent payments directly from the lessee, tenant, or renter until the amount owed to the Association is paid in full;



(9) The lessee, tenant, or renter must abide by the terms of the Declaration, Bylaws, and rules and regulations;

(10) When an Owner leases their residence, the Owner relinquishes access to all amenity privileges, but continues to be responsible for all obligations of ownership of their Lot and residence and is jointly and severally liable with the lessee, tenant, or renter to the Association for the conduct of the lessee, tenant, or renter and any damage to Association property;

(11) The Association may initiate eviction proceedings to evict any lessee, tenant, or renter for violation of the Declaration, Bylaws, rules, or applicable laws, by any Occupant of the residence, or the Owner of the Lot. The action will be brought by the Association, as the Owner's agent, in the name of the Owner. The Association will give the Owner at least 10 days written notice of the intended eviction action. The costs of any eviction action, including reasonable attorneys' fees, will be assessed to the Owner and the Lot's account and is a lien against that Lot.

(b) Any land contract must be recorded with the Summit County Fiscal Office and a recorded copy of the land contract must be delivered to the Board within 30 days of the recording. Any land contract not meeting the requirements of this sub-section (b) is an impermissible lease. The buyer of a Lot on a land contract meeting the requirements of this sub-section (b) is considered the Owner of the Lot for all purposes and obligations under this Declaration, the Bylaws, and the rules, except only and specifically to the extent otherwise provided in the land contract between the buyer and seller.

(c) The Board may adopt and enforce rules and definitions in furtherance, but not in contradiction of the above provisions, including, rules to address and eliminate attempts to circumvent the meaning or intent of this Section 15 and in furtherance of the preservation of the Sand Run Pointe





Homeowners Association, Inc. as an Owner-occupied community. The Board has full power and authority to deny the occupancy of any residence by any person or family if the Board, in its sole discretion, determines that the Owner of the Lot is intending or seeking to circumvent the meaning, purpose, or intent of this Section 15.

Any conflict between this provision and any other provisions of the Declaration and Bylaws will be interpreted in favor of this restriction on the leasing of residences. 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 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 contest or other legal 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.

#### AMENDMENT E

**DELETE DECLARATION ARTICLE VIII, SECTION 1** entitled, "Notices," in its entirety. Said deletion to be taken from the Declaration, as recorded at Summit County Records, OR 2315, Page 423 et seq.

**INSERT a new DECLARATION ARTICLE VIII, SECTION 1** entitled, "Notices and Other Actions and Communications." Said new addition, to be added to the Declaration, as recorded at Summit County Records, OR 2315, Page 423 et seq., is as follows:

**Section 1. Notices and Other Actions and Communications.**

For all notices to be sent to the Association, the Board, or the Owners, the following provisions apply:

(a) **Service of Notices on the Association and Board.** All notices required or permitted by the Declaration or Bylaws, to the Association or the Board, must be made in writing and sent either:

(1) by regular U.S. mail, first-class postage prepaid, or



(2) delivered in accordance with Section (c) below, to the Board President, to any two other Directors, to the Association at the address of the Property, to the Association's manager or management company, if any, the Association's statutory agent registered with the Ohio Secretary of State, or to any other address as the Board may designate by written notice to all Owners.

(b) Service of Notices on Owners. All notices required or permitted by the Declaration or Bylaws to any Owner will be in writing and is deemed effectively given if it has been sent by one of the following methods:

(1) personally delivered to the Owner,

(2) placed under or attached to the front or main entry door of their residence on the Lot,

(3) sent by regular U.S. mail, first-class postage prepaid, to their residence address or to another address the Owner designates in writing to the Board, or

(4) delivered in accordance with Section (c) below.

If there is more than one person owning a single residence, a notice given to any one of those several persons is deemed to have been given personally to all of the persons owning an interest in the Lot.

(c) New Communication Technologies.

(i) Due to the ongoing development of new technologies and corresponding changes in business practices, to the extent permitted or approved by the Board, as well as by Ohio and federal law, now or in the future, in addition to the methods described in Sections (a) and (b) above, the following may be accomplished using



electronic mail or other transmission technology available at that time that is a generally accepted business practice:

(i) any notice required in the Declaration or Bylaws to be sent or received,

(ii) any signature, vote, consent, or approval required to be obtained, and

(iii) any payment required to be made by the Declaration or Bylaws.

(ii) The use of electronic mail or other transmission technology is subject to the following:

(i) The Association may use electronic mail or other transmission technology to send any required notice only to Owners, individually or collectively, who have given the Association written consent to the use of electronic mail or other transmission technology. Any Owner who has not given the Association written consent to use of electronic mail or other transmission technology will receive notices, including any notice of delinquency of any payment due, by either of the methods identified in Section (b)(1)-(3), above.

(ii) For voting on matters, the Association may provide for voting by electronic mail or other Electronic Voting Technology. However, voting for the election of Directors can be conducted by electronic mail or other Electronic Voting Technology only to the extent, if any, as explicitly permitted and provided for in the Bylaws.

(iii) An electronic mail or transmission technology to an Owner is not considered delivered and effective if the Association's transmission to the Owner fails two consecutive times, e.g. the



Association receives an "undeliverable" or similar message, or the inability to deliver the transmission to the 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 Owner by either of the methods identified in Section (b)(1)-(3), above.

**MODIFY BYLAWS ARTICLE III, SECTION 2(f).** Said modification, to be made to the Bylaws, as recorded at Summit County Records, Instrument No. 56214031, is as follows (deleted language is crossed-out; new language is underlined):

(f) election of inspectors of election if meeting is conducted only in person

**DELETE BYLAWS ARTICLE III, SECTION 4** entitled, "Notice of Meetings," in its entirety. Said deletion to be taken from the Bylaws, as recorded at Summit County Records, Instrument No. 56214031.

**INSERT a new BYLAWS ARTICLE III, SECTION 4** entitled, "Notice of Meetings." Said new addition, to be added to the Bylaws, as recorded at Summit County Records, Instrument No. 56214031, is as follows:

**Section 4. Notice of Meetings.** Written notice of each meeting of the Owners will be given by, or at the direction of, the secretary or person authorized to call the meeting, delivered in accordance with Declaration Article VIII, Section 1, as amended, at least fifteen days before the meeting, to each Owner entitled to vote at the meeting. The notice will specify the place, day and hour of the meeting, and in the case of a special meeting, the specific purposes of the meeting, and in the case of special meetings called by the Owners, the specific motion or motions (other than procedural) to be voted upon.

If the meeting is held via Authorized Communications Equipment, the meeting notice must include any pertinent information that is necessary to allow the Owner to participate at the meeting via the Authorized Communications Equipment. "Authorized Communications Equipment," as used in these Bylaws, means any



communications equipment that is selected by the Board, in its sole discretion, that provides an electronic communication transmission, including but not limited to, by telephone, video conference, or any electronic means, from which it can be determined that the transmission was authorized by, and accurately reflects the intention and participation of the Owner.

**MODIFY BYLAWS ARTICLE III, SECTION 5** entitled, **"Quorum."** Said modification, to be made to the Bylaws, as recorded at Summit County Records, Instrument No. 56214031, is as follows (deleted language is crossed-out; new language is underlined):

**Section 5. Quorum.** The Owners present, in person or by proxy, at any duly called and noticed meeting of Owners providing for in person attendance or that attend by using the method of Authorized Communications Equipment, approved by the Board for meetings that are held via Authorized Communications Equipment, ~~shall constitutes~~ a quorum for ~~sueh~~ the meeting. Owners entitled to exercise a majority of the voting power of Owners represented at a meeting may, at any time, adjourn ~~sueh~~ the meeting. If any meeting is so adjourned, notice of ~~sueh~~ adjournment need not be given if the date, time, and place to which ~~sueh~~ the meeting is adjourned are fixed and announced at ~~sueh~~ the meeting.

Ballots submitted via mail or by Electronic Voting Technology, as defined in Bylaws Article III, Section 6, also will count that Lot towards the quorum. The Board of Directors may adopt procedures and guidelines to permit the Association to verify that the person attending, either in person or by Authorized Communications Equipment, is eligible to vote and to maintain a record of any vote.

**DELETE BYLAWS ARTICLE III, SECTION 6** entitled, **"Proxies,"** in its entirety. Said deletion to be taken from the Bylaws, as recorded at Summit County Records, Instrument No. 56214031.

**INSERT a new BYLAWS ARTICLE III, SECTION 6** entitled, **"Voting Methods."** Said new addition, to be added to the Bylaws, as recorded at Summit County Records, Instrument No. 56214031, is as follows:



**Section 6. Voting Methods.** Depending on the conduct of the meeting, as determined by the Board in accordance with Bylaws Article III, Section 9, as amended, voting will be conducted via one of the following methods:

(a) **Voting in Person or by Proxy.** For meetings that are held in person and provide for physical attendance, Owners may vote in person or by proxy. The person appointed as proxy need not be a Owner of the Association. Each proxy will be executed in writing by the Owner entitled to vote and must be returned to the Association by regular mail, hand delivery, electronic mail, or other method of delivery provided for or permitted by the Board. Every proxy will automatically cease upon conveyance of the Lot by the Owner.

(b) **Voting by Mail and Electronic Voting Technology.** For meetings that are held via Authorized Communications Equipment, voting will be conducted by mail, through the use of Electronic Voting Technology that is approved by the Board, or both. "Electronic Voting Technology" as used in these Bylaws, means an electronic voting system that accurately and securely records the voting Owner's intent to cast a ballot on a matter in the way identified by the Owner, and provides for the counting of electronic votes submitted, including by means of internet, application, web, virtual, or other electronic technology. All matters to be voted on at a meeting utilizing Authorized Communications Equipment must be sent to the Owners no later than the date the meeting notice is sent to the Owners in accordance with Bylaws Article III, Section 4, as amended. Voting via mail or by use of Electronic Voting Technology is considered to be voting at the meeting, as if the Owner were physically present.

(c) **Voting in Person, by Proxy, by Mail, and by Electronic Voting Technology.** For meetings that are held in person and provide for physical attendance, the Board may decide that voting will be conducted either in person or by proxy, as provided for in this Bylaws Article III, Section 6(a) above, by mail or Electronic Voting Technology as provided for in this Bylaws



Article III, Section 6(b) above, or any combination of all voting methods permitted in this Section 6.

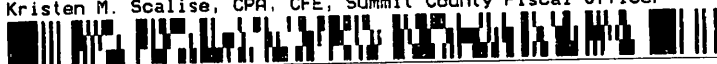
Any ballots, regardless of method, received subsequent to the date and time the Board sets for ballots to be turned in will be held invalid. Any costs associated with voting, including mailing costs, printing, Authorized Communications Equipment and Electronic Voting Technology costs and subscriptions, are common expenses. The Board may adopt any additional regulations, procedures, or rules as may be necessary to effectuate the intent and purpose of this voting provision to provide for the use of the desired voting method.

MODIFY BYLAWS ARTICLE III, SECTION 8 entitled, "Action In Writing Without Meeting." Said modification, to be made to the Bylaws, as recorded at Summit County Records, Instrument No. 56214031, is as follows (deleted language is crossed-out; new language is underlined):

Section 8. Actions In Without Meeting. All actions, except the election or removal of a Director, which may must be taken at a meeting of the Association, may be taken without a meeting in accordance with the voting methods in Bylaws Article III, Section 6, as amended with the approval of, and in writing or writings signed by Owners having not less than one hundred percent (100%) of the voting power of Owners or such greater percentage of voting power as may be required by the Declaration or Articles. Such writing shall All voting records will be filed with the Secretary of the Association.

INSERT a new BYLAWS ARTICLE III, SECTION 9 entitled, "Conduct of Meetings." Said new addition, to be added to the Bylaws, as recorded at Summit County Records, Instrument No. 56214031, is as follows:

Section 9. Conduct of Meetings. Prior to the meeting notice being sent to the Owners in accordance with Bylaws Article III, Section 4, as amended, the Board will determine whether the meeting will be conducted physically so that the Owners may attend in person, if the meeting will be conducted by the use of Authorized Communications Equipment, or a combination of both methods.



If Authorized Communications Equipment is employed, the attendees must have the ability to communicate with the other participants to indicate their motion, vote, or statement, provided that the chair or moderator moderating the meeting may silence or mute the Authorized Communications Equipment unless the Owner is voting or has been recognized by the meeting chair or moderator to participate in the meeting. The meeting chair or moderator has the authority to decide and determine all procedural motions or other procedural matters to be decided at the meeting, including points of order and adjournment. The Board must document in the Board's meeting minutes the reason or purpose for conducting the meeting using Authorized Communications Equipment when meetings are not conducted in person.

**DELETE BYLAWS ARTICLE IV, SECTION 4** entitled, "Nomination," in its entirety. Said deletion to be taken from the Bylaws, as recorded at Summit County Records, Instrument No. 56214031.

**INSERT a new BYLAWS ARTICLE IV, SECTION 4** entitled, "Nominations." Said new addition, to be added to the Bylaws, as recorded at Summit County Records, Instrument No. 56214031, is as follows:

**Section 4. Nominations.** Nominations for the election of Directors to be elected by the Members will be made by a nominating committee appointed by the Board or, if a committee is not appointed, by the Board itself; there will be no nominations from the floor. The nominating committee, or Board, will make as many nominations for election to the Board as it, in its discretion, determines, but no fewer than the number of vacancies that are to be filled and will verify that the nominees satisfy all qualifications for Directors as required by the Declaration and these Bylaws. Any Owner may submit their name to the nominating committee, or Board, as a candidate, and the nominating committee, or Board, must nominate that Owner if that Owner satisfies all the qualifications to be a Director. If there are fewer nominees than vacancies, the nominating committee, or Board, must nominate additional Owner(s) to be elected prior to the ballots being sent to the Owners so that there are, at all times, a sufficient number of nominees to fill all Board vacancies that are up for election.





Prior to sending the meeting notice, the nominating committee, or Board, will establish deadlines for when a request for nominations is sent to all Owners and when receipt of nominations must be obtained. Nominations must be made and received within a reasonable time period prior to the notice of any meeting where Directors are to be elected is sent in accordance with Bylaws Article III, Section 4, as amended, so that the voting information containing all the candidates' names and an informational sheet, within size limitations determined by the Board, containing their biographical information and affirming their candidacy, can be transmitted to the Owners no later than the sending of the meeting notice. The Board may adopt any additional regulations, procedures, or rules necessary to establish processes and deadlines in accordance with this nominations provision.

**DELETE BYLAWS ARTICLE IV, SECTION 5 entitled, "Election," in its entirety.** Said deletion to be taken from the Bylaws, as recorded at Summit County Records, Instrument No. 56214031.

**INSERT a new BYLAWS ARTICLE IV, SECTION 5 entitled, "Election of Directors."** Said new addition, to be added to the Bylaws, as recorded at Summit County Records, Instrument No. 56214031, is as follows:

**Section 5. Election of Directors.** Unless there are no more nominees than vacancies, election to the Board by the Owners is by secret ballot, submitted either in person, by proxy, by mail, or by Electronic Voting Technology, as determined by the Board pursuant to Bylaws Article III, Section 6 as amended. The Association is not required to distribute ballots to the Owners via any method if there are an equal number of nominations as there are candidates, in which case the nominated candidates will automatically be elected to the Board of Directors at the election meeting.

Regardless of the voting method, the Board must adopt rules and safeguards to determine a method by which the secrecy of the ballots are maintained for those Owners while also maintaining the integrity of the voting process to ensure each Owner has only exercised their allotted vote once so that any other individuals can only identify that a Lot has voted, and not how a Lot has voted. The ballots, whether electronic or written, will list the number of open seats for Directors up for



election and list the names of all of the nominated candidates.

If voting by mail, ballots must be submitted within dual envelopes. One of the two envelopes must contain the ballot itself, the "Ballot Envelope." The Ballot Envelope need not be signed. The second envelope must contain the Ballot Envelope and the ballot, the "Signature Envelope." The Signature Envelope must be signed by the Owner(s) voting, and will be used as a record of receipt of the Owner's ballot as well as to determine quorum. If the Signature Envelope is not signed by the Owner(s), the ballot in the Ballot Envelope will not be counted.

For the election of Directors, the Owners, or their proxies, may cast, in respect to each vacancy, as many votes as they are entitled to exercise under the provisions of the Declaration and these Bylaws. The persons receiving the largest number of votes will be elected. Unless the nominated candidates who have received the largest number of votes agree otherwise, ties, including if there are an equal number of nominees as there are positions with different terms, will be determined by lot or flip of a coin by the chair or moderator of the meeting. Cumulative voting is not permitted.

The nominating committee, or if a nominating committee is not appointed, the Board itself (excluding any incumbent Directors who are running for re-election), is responsible for (i) confirming all nominated candidates meet the qualifications to serve as a Director, (ii) receiving and verifying any ballots that are cast in person or by mail, (iii) receiving and verifying any ballots cast using Electronic Voting Technology, (iv) counting each ballot submitted through any voting method, and (v) verifying the results of the election by providing the ballots and results to the chair or moderator of the meeting.

The chair or moderator will announce the election results at the meeting to be reflected in the meeting minutes and the Board will ensure the election results are provided to all Owners within a reasonable time after the meeting.

Any conflict between these provisions and any other provisions of the Declaration and Bylaws will be interpreted in favor of this amendment allowing the Association to use electronic communications to the extent permitted by Ohio and Federal law,



establishing a method to use mail-in and electronic ballots for voting purposes, and permitting meetings to be conducted utilizing Authorized Communications Equipment. 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 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.

#### **AMENDMENT F**

**INSERT a new BYLAWS ARTICLE IV, SECTION 12(I).** Said new addition, to be added to the Bylaws, as recorded at Summit County Records, Instrument No. 56214031, is as follows:

- (I) Arrange for the provision of any special services, including cable, internet, telephone, maintenance, cleaning, or other concessions and services for a Lot ("Special Services"). The Board may contract for Special Services to all Lots for the benefit of all the Owners and Occupants, as the Board in its business judgment discretion desires, and to pay for the Special Services as a common expense. Special Services that the Association provides to all Lots are a common expense that is assessed against all Lots as part of the annual assessment provided in Declaration Article V, Section 2. If the Board enters into a contract for Special Services that applies to all Lots, the Board may restrict an Owner from separately contracting for similar services from another provider or contractor. In addition, the Board may also arrange for Special Services for individual Lots that an Owner may elect to participate in, and the Board will determine the cost and fees for the Special Services, which will be charged directly to only the participating Owners as an individual Lot assessment.**

**Any conflict between this provision and any other provision in the Declaration and Bylaws will be interpreted in favor of this provision permitting the Association to contract for special services as the Board determines. 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 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 Run Pointe Homeowners Association, Inc. has caused the execution of this instrument this 28<sup>th</sup> day of September, 2022.

**SAND RUN POINTE HOMEOWNERS ASSOCIATION, INC.**

By: Charles A. Waehler  
CHARLES A. WAEHLER, President

By: Michael Magee  
MICHAEL MAGEE, Secretary



STATE OF OHIO )  
 )  
COUNTY OF Summit ) SS

**BEFORE ME**, a Notary Public, in and for said County, personally appeared the above-named Sand Run Pointe Homeowners Association, Inc., by its President and its Secretary, who acknowledged that they did sign the foregoing instrument, on Page 20 of 21, and that the same is the free act and deed of the corporation and the free act and deed of each of them personally and as officers.

I have set my hand and official seal this 28<sup>th</sup> day of September, 2022.

Christine L. Curtiss  
NOTARY PUBLIC

Place notary stamp/seal here:



CHRISTINE L. CURTISS  
Notary Public, STATE OF OHIO  
My Commission Expires  
MARCH 2, 2023

This instrument prepared by:  
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