

6th

AMENDMENT TO THE
DECLARATION OF EASEMENTS, COVENANTS AND RESTRICTIONS
FOR
SQUIRE'S BLUFF HOMEOWNERS' ASSOCIATION

PLEASE CROSS MARGINAL REFERENCE WITH THE DECLARATION OF EASEMENTS, COVENANTS AND RESTRICTIONS FOR SQUIRE'S BLUFF HOMEOWNERS' ASSOCIATION RECORDED AT INSTRUMENT NO. 544929111 OF THE SUMMIT COUNTY RECORDS

THIS WILL CERTIFY THAT A COPY OF THIS AMENDMENT TO THE DECLARATION OF EASEMENTS, COVENANTS AND RESTRICTIONS FOR SQUIRE'S BLUFF HOMEOWNERS' ASSOCIATION WAS FILED IN THE OFFICE OF THE FISCAL OFFICER OF SUMMIT COUNTY, OHIO.

DATED: _____

BY: _____
FISCAL OFFICER

DOC # 56241912

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9/20/16 11:48 AM Recording Fee: \$ 64.00
Kristen M. Scalise, CPA, CFE, Summit County Fiscal Officer



AMENDMENT TO THE
DECLARATION OF EASEMENTS, COVENANTS AND RESTRICTIONS FOR
SQUIRE'S BLUFF HOMEOWNERS' ASSOCIATION

WHEREAS, the Declaration of Easements, Covenants and Restrictions for Squire's Bluff Homeowners' Association (the "Declaration") was recorded at Summit County Records Instrument No. 544929111, and

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WHEREAS, the Squire's Bluff Homeowners' Association (the "Association") is a corporation consisting of all Owners in Squires Bluff and as such is the representative of all Owners, and

WHEREAS, Declaration Article XV, Section 15.7(c) authorizes amendments to the Declaration, and

WHEREAS, a meeting, including any change, adjournment, or continuation of such meeting, of the Association's Owners was held on or about January 14, 2016, and, at such meeting and any adjournment, Owners representing 66 2/3% of the voting power of the Association executed, in person or by proxy, an instrument in writing setting forth specifically the matters to be modified (the "Amendment"), and

WHEREAS, the Association has in its records the signed, written consents to the Amendment signed by Owners representing 68% of the Association's voting power, together with the minutes from said meeting and any continuation thereof, and

WHEREAS, the Association has in its records the power of attorney signed by Owners representing 68% of the Association's voting power authorizing the Association's officers to execute the Amendment on their behalf, and

WHEREAS, the proceedings necessary to amend the Declaration as required by the Declaration have in all respects been complied with.

NOW THEREFORE, the Declaration of Easements, Covenants and Restrictions for Squire's Bluff Homeowners' Association is amended by the following:

DELETE DECLARATION ARTICLE VI, SECTION 6.6 entitled, "Animals," in its entirety. Said deletion to be taken from Pages 11-12 of the Declaration, as recorded at Summit County Records, Instrument No. 544929111.

INSERT a new DECLARATION ARTICLE VI, SECTION 6.6 entitled, "Animals and Pets." Said new addition, to be added on Page 11 of the Declaration, as recorded at Summit County Records, Instrument No. 544929111, is as follows:

6.6 Animals and Pets. Except as expressly provided for below, pets, including livestock, reptiles, fowl, poultry, or any other animals of any kind, are prohibited from being raised, bred, or kept in any Home or in the Common Elements.

- (i) An Owner may keep dogs (excluding, however, any Prohibited Dog or dog of vicious breed, as each is further defined below), cats, and/or other domestic, household pets as defined by the Board, provided that the total number of permitted pets will not exceed a total of three pets in the Owner's Home, and, provided further that any permitted pet complies with the restrictions contained in this Section 6.6.
- (ii) The keeping of any permitted pet is subject to any rules and regulations the Board adopts.
- (iii) No permitted pet at any time may be kept, bred, or maintained for any commercial purpose.
- (iv) Any permitted pet causing or creating a nuisance, unreasonable disturbance, annoyance, or detrimental effect on Squire's Bluff, other Homes, or Occupants, in the Board's full and complete discretion, will be permanently removed from the Property subject to these restrictions on three days' written notice from the Board.
- (v) A permitted pet must be kept in a Home and only those portions of the Property as the Board designates, unless the permitted pet is on a hand-held leash, being



carried, or otherwise transported across the Property by a responsible person.

- (vi) The term "household pet" does not include "exotic" animals as the Board defines and determines from time to time, including, but not limited to any pigs, snakes or other reptiles, exotic breeds, or wild hybrids.
- (vii) No Rottweiler, Presa Canario, any dog commonly known as a pit bull, and any mixed breeds of the foregoing (collectively "Prohibited Dogs") may be kept, harbored, or permitted to remain on any part of the Property for any length of time.
- (viii) Any "exotic" animal or Prohibited Dog kept in a Home prior to the recording of this amendment is "grandfathered" and permitted to remain on the Property, provided that said "exotic" animal or Prohibited Dog is registered with the Association within 30 days of the date of recording of this amendment, until its demise or relocation off the Property, at which time it may not be replaced. If an animal is considered "exotic" or a Prohibited Dog, as the Board determines, the Owner must obtain and maintain liability insurance of at least \$500,000.00 per occurrence and provide proof of such insurance to the Association within 30 days of any written request from the Board.
- (ix) A "vicious dog" means a dog that: (1) is dangerous to or caused detrimental effect on Squire's Bluff, other Homes, or Occupants, (2) caused injury, including death, to any person, or (3) has killed another pet. Upon the Board's determination that a given dog is a vicious dog, such dog is prohibited from being kept, harbored, or permitted to remain on any part of the Property for any length of time.

The Board has absolute power to prohibit a pet from being kept on the Property or within a Home if the Board finds a violation of this Section 6.6.

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 such filing have standing to contest the validity of the 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 the amendment.

The Squire's Bluff Homeowners' Association has caused the execution of this instrument this 6TH day of SEPTEMBER, 2016.

SQUIRE'S BLUFF HOMEOWNERS' ASSOCIATION

By: Jim Semsak
JIM SEMSAK, its President

By: Fred Pisaneschi
FRED PISANESCHI, its Secretary




STATE OF OHIO)
)
COUNTY OF CUYAHOGA) SS

BEFORE ME, a Notary Public, in and for said County, personally appeared the above named Squire's Bluff Homeowners' Association, by its President and its Secretary, who acknowledged that they did sign the foregoing instrument, on Page 5 of 6, and that the same is the free act and deed of said corporation and the free act and deed of each of them personally and as such officers.

I have set my hand and official seal in NORTHFIELD, Ohio, this 6TH day of SEPTEMBER, 2016.

Thomas G. Basalla
NOTARY PUBLIC

Place notary stamp/seal here:



THOMAS G. BASALLA
NOTARY PUBLIC
FOR THE
STATE OF OHIO
My Commission Expires
March 6, 2017

This instrument prepared by:
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