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CONDO 64.00  
John A Donofrio, Summit Fiscal Officer

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. 54429111 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: Sept. 22, 2006

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

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. 54429111, and

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

WHEREAS, Article XV, Section 15.7 of said Declaration authorizes amendments to the Declaration, and

WHEREAS, at a Special Association meeting held on July 26, 2006, Owners representing more than 66 2/3% of the Association's voting power voted in favor of two amendments to the Declaration (the "Amendments"), and

WHEREAS, the Association has recorded votes for Owners representing 82% of the Association's voting power in favor of Amendment "A," and

WHEREAS, the Association has in its records the power of attorney signed by Owners representing 82% of the Association's voting power authorizing the Association's officers to execute Amendment A on their behalf, and

WHEREAS, the Association has recorded votes for Owners representing 72% of the Association's voting power in favor of Amendment "B," and

WHEREAS, the Association has in its records the power of attorney signed by Owners representing 72% of the Association's voting power authorizing the Association's officers to execute Amendment B on their behalf, and

WHEREAS, the proceedings necessary to amend the Declaration as required by the Declaration of Easements, Covenants and Restrictions for Squire's Bluff Homeowners' Association have in all respects been complied with.

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



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AMENDMENT A

INSERT a new DECLARATION ARTICLE VI, SECTION 6.25 entitled, "Occupancy Restriction." Said new addition, to be added on Page 15 of the Declaration, as recorded at Summit County Records, Instrument No. 54429111, is as follows:

6.25 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 Home for any length of time. Any violation of this restriction shall subject the Owner and/or any Occupant of the Home to any and all remedies provided for by law as well as this Declaration. The Association shall not, however, be liable to any Owner or Occupant, or anyone visiting any 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 Homes. Upon the recording of this amendment, only 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.

AMENDMENT B

MODIFY DECLARATION ARTICLE IX, SECTION 9.1(a)(ii), (iii), (iv) and (v). Said modification, to be made on Pages 19-20 of the Declaration, as recorded at Summit County Records, Instrument No. 54429111, is as follows (deleted language is crossed-out; new language is underlined):

(ii) The Association shall ~~maintain, repair and replace the respective Home's driveways and front door walkways. The Association shall also keep~~ the common drives and the individual Homes' respective driveways and front door walkways free from unreasonable accumulations of ice and snow.

(iii) The Association shall keep, maintain in good condition, repair and replace, if necessary, all sanitary sewers, storm sewers, and all other utility lines pipes, conduits, wires and cables located within the ~~Lots and/or Common Areas and outside a Home~~, subject only to the provisions of this Declaration including, without limitation, all electrical, gas and water lines,





pipes, conduits, wires and/or cables, and excepting therefrom any of same installed by an Owner or Occupant.

~~(iv) The Association shall make any necessary repairs and replacements to maintain in good condition and repair the exterior skin of the exterior walls of the Homes (including the maintenance, repair, cleaning, painting and staining of any siding, brick or planking), but excluding the foundation and structural support components of the exterior walls, all of which shall be maintained, repaired and replaced, if necessary, by the respective Owners of the Homes pursuant to Section 9.2(a)(i); provided that the Association shall have no obligation to make any such repairs or replacements if the necessity of such repair or replacement is caused by a fire or other casualty insured or insurable pursuant to the provisions of Section 9.2(d) or the negligence or misconduct of the Owner or Occupant of the affected Home. The Association shall also make any necessary repairs and replacements to maintain in good condition and repair the gutters, downspouts, patio fencing, shutters and the roofs of the Homes [excluding the roof joists and roof sheeting which shall be maintained, repaired and replaced, if necessary, by the respective Owners of the Homes pursuant to Section 9.2(a)(i)], unless the necessity of such repair or replacement is caused by a fire or other casualty insured or insurable pursuant to the provisions of Section 9.2(d) or the negligence or misconduct of the Owner or Occupant of the affected Home.~~

~~(iv)(v) The Association shall maintain or repair, if necessary, any electrical or gas street lights and/or posts installed by the Declarant or the Association located in the Common Areas (or upon the Lots) and shall maintain or repair the front of the Home lighting fixtures affixed to the exterior of a Home (if installed by Declarant or the Association), except for the replacement of light bulbs and mantels in any gas lanterns.~~

MODIFY DECLARATION ARTICLE IX, SECTION 9.1(a)(vi), (vii), (viii) and (ix) to read SECTION 9.1(a)(v), (vi), (vii) and (viii), respectively. Said modifications to be made on Pages 20-21 of the Declaration, as recorded at Summit County Records, Instrument No. 54429111.

MODIFY DECLARATION ARTICLE IX, SECTION 9.2(a)(i), (iii), and (vi). Said modification, to be made on Pages 23-24 of the Declaration, as recorded at Summit County Records, Instrument No. 54429111, is as follows (deleted language is crossed-out; new language is underlined):

(i) Each Owner shall keep such Owner's Home in good condition and repair and shall keep the exterior and interior of such Home and the Owner's Lot and adjacent Common Areas free from debris, rubbish, rubble and other conditions created by such Owner or Occupants or their guests. Each Owner shall maintain and make all repairs and replacements,



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structural and non-structural, ordinary as well as extraordinary, interior and exterior, to the Home and its components including, without limitation, the foundation, the roof, the exterior walls, including the exterior skin of the exterior walls of the Homes (including the maintenance, repair, cleaning, painting and staining of any siding, brick or planking) and all structural support components of the exterior walls, driveways and front door walkways, all sanitary sewers, storm sewers, the gutters, downspouts, shutters and the roofs of the Homes ~~except for these specific items referenced as the Association's obligation to maintain under Section 9.1(a)(iv); provided that the Owner's obligation to make any repairs and replacements to the roof shall be limited to the roof joists and roof sheeting (i.e. plywood sheets attached to joists on bottom to which shingles are attached on top), and provided further that the Owner's obligation to make and repairs and replacements to the exterior walls shall exclude the skin of the exterior walls.~~ Notwithstanding the above, all windows, glass and doors, including hardware and other appurtenances thereof shall be repaired, maintained and replaced, if necessary, by the Owners of the Homes. In addition, each Owner shall make all repairs and replacements necessitated by fire or other casualty which is insured or insurable under the provisions of Section 9.2(d) of this Declaration even if the Association would otherwise be responsible for such maintenance and repair.

(iii) The Owners shall maintain, repair and replace lighting fixtures affixed to the front exterior of a Home as well as replace light bulbs and mantels in any light fixtures or gas lanterns affixed to the exterior of their Homes promptly as required.

(vi) The Owner shall repair, maintain and replace, if necessary, (i) any utilities, including, but not limited to, electrical, gas and water lines, pipes, conduits, wires and/or cables, exclusively serving such Owner's Home located within the Home or within the Lot and (ii) the respective Home's concrete patio pad and support thereof, patio fencing, storm door, if any, deck or porch (screened-in or winterized), if any, and sliding glass door providing access to any deck or porch.

Any conflict between this provision and any other provisions of the Declaration and Bylaws shall be interpreted in favor of this amendment making the individual Owners responsible for the maintenance, repair, replacement and insurance of their Homes. Upon the recording of this amendment, only 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.



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