AMENDMENTS TO THE

DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS

FOR

SUMMIT HIGHLANDS II HOMEOWNERS ASSOCIATION

PLEASE CROSS MARGINAL REFERENCE WITH THE DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS FOR SUMMIT HIGHLANDS II HOMEOWNERS ASSOCIATION RECORDED AT INSTRUMENT NO. 54623147 OF THE SUMMIT COUNTY RECORDS

THIS WILL CERTIFY THAT A COPY OF THESE AMENDMENTS TO THE DECLARATION OF COVENANTS, CONDITIONS, AND RESTRICTIONS FOR FOR SUMMIT HIGHLANDS II HOMEOWNERS ASSOCIATION WAS FILED IN THE OFFICE OF THE FISCAL OFFICER OF SUMMIT COUNTY, OHIO.

KRISTEN M. SCALISE CPA, CFE

DATED: 8-14-2020 **BY:** _____

FISCAL OFFICER

by: Beverly Coble
Beverly Coble

DOC # 56566534

Page 1 of 6
8/14/2020 12:18 PM Recording Fee: $ 70.00
Kristen M. Scalise, CPA, CFE, Summit County Fiscal Officer

AMENDMENTS TO THE DECLARATION OF COVENANTS, CONDITIONS, AND RESTRICTIONS FOR SUMMIT HIGHLANDS II HOMEOWNERS ASSOCIATION

RECITALS

A. The Declaration of Covenants, Conditions, and Restrictions for Summit Highlands II Homeowners Association (the "Declaration") and the Bylaws of Summit Highlands II Homeowners Association (the "Bylaws"), Exhibit D of the Declaration, were recorded at Summit County Records, Instrument No. 54623147.

B. The Summit Highlands II Homeowners Association (the "Association") is a corporation consisting of all Owners in Summit Highlands II and as such is the representative of all Owners.

C. Declaration Article XIV, Section 2, Paragraph c authorizes amendments to the Declaration and Bylaws Article VI, Section 7(c) authorizes amendments to the Bylaws.

D. Owners representing at least 75 percent of the Association's current voting power have executed instruments in writing setting forth specifically the matters to be modified (the "Amendments").

E. As of July 16, 2020, Owners representing 88.14 percent of the Association's voting power have signed and delivered to the Association written consents, along with powers of attorney, in favor of Amendments A and C and authorizing the Association's officers to execute Amendments A and C on their behalf.

F. As of July 16, 2020, Owners representing 79.66 percent of the Association's voting power have signed and delivered to the Association written consents, along with powers of attorney, in favor of Amendment B and authorizing the Association's officers to execute Amendment B on their behalf.

G. 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.

DOC # 56566534

Page 2 of 6
8/14/2020 12:18 PM Recording Fee: $ 70.00
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AMENDMENTS

The Declaration of Covenants, Conditions, and Restrictions for Summit Highlands II Homeowners Association is amended by the following:

AMENDMENT A

DELETE BYLAWS ARTICLE II, SECTION 9 entitled, "Proxies," in its entirety. Said deletion to be taken from Page 3 of the Bylaws, Exhibit D of the Declaration, as recorded at Summit County Records, Instrument No. 54623147.

INSERT a new BYLAWS ARTICLE II, SECTION 9 entitled, "Proxies." Said new addition, to be added to Page 3 of the Bylaws, Exhibit D of the Declaration, as recorded at Summit County Records, Instrument No. 54623147, is as follows:

> **Section 9. Proxies. Except as may be otherwise stated in the Declaration, Members may vote, act, or execute consents, waivers or releases by proxy. All proxies will be in writing or appointed in any other manner permitted by Ohio law, which vote, act, or execution may be returned to the Association by regular mail, hand delivery, electronic mail, or other method of delivery provided for or permitted under State law, and filed with the Secretary. Without affecting any vote, act, or execution previously taken or authorized, the Member(s) appointing a proxy may revoke a proxy by a later dated appointment of proxy received by the Association or by giving notice of revocation to the Association in writing or in an open meeting up to the time the voting or act is closed. The mere presence at a meeting of the Member(s) appointing a proxy does not revoke the appointment.**

Any conflict between this provision and any other provisions of the Declaration and Bylaws will be interpreted in favor of this amendment regarding the use of proxies. 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.

DOC # 56566534
Page 3 of 6
8/14/2020 12:18 PM Recording Fee: $ 70.00
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AMENDMENT B

DELETE BYLAWS ARTICLE II, SECTION 11 entitled, "Quorum," in its entirety. Said deletion to be taken from Page 3 of the Bylaws, Exhibit D of the Declaration, as recorded at Summit County Records, Instrument No. 54623147.

INSERT a new BYLAWS ARTICLE II, SECTION 11 entitled, "Quorum; Adjournment." Said new addition, to be added to Page 3 of the Bylaws, Exhibit D of the Declaration, as recorded at Summit County Records, Instrument No. 54623147, is as follows:

> **Section 11. Quorum; Adjournment. The Members in good standing who are present, in person or by proxy, constitute a quorum for any Association meeting. Under no circumstance, however, can any action required by law or by the Declaration or Bylaws to be authorized or taken by Owners entitled to exercise a designated proportion of the voting power be authorized or taken by a lesser proportion. Members entitled to exercise a majority of the voting power at a meeting may adjourn the meeting to another date; if the date, time, and place to which the meeting is adjourned to are fixed and announced at the meeting, no additional notice to the owners is needed. For purposes of quorum, a Member in good standing is defined as the Member is not either 1) engaged in litigation with the Association or with any Director in their capacity as a Director or 2) is current in payment of any amount owed to the Association as of the date of the meeting.**

Any conflict between this provision and any other provisions of the Declaration and Bylaws will be interpreted in favor of this amendment regarding quorum at Association meetings. 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 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.

DOC # 56566534
Page 4 of 6
8/14/2020 12:18 PM Recording Fee: $ 70.00
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AMENDMENT C

DELETE the FIRST SENTENCE in BYLAWS ARTICLE III, SECTION 7. Said deletion to be taken from Page 4 of the Bylaws, Exhibit D of the Declaration, as recorded at Summit County Records, Instrument No. 54623147.

INSERT a new FIRST SENTENCE in BYLAWS ARTICLE III, SECTION 7. Said new addition, to be added to Page 3 of the Bylaws, Exhibit D of the Declaration, as recorded at Summit County Records, Instrument No. 54623147, is as follows:

> Section 7. Regular Meetings. **Regular meetings of the Board will be held at such times and places as determined by a majority of the Directors, but at least four such meetings will be held during each fiscal year on a quarterly basis.**

Any conflict between the above provision and any other provisions of the Declaration and Bylaws will be interpreted in favor of this amendment requiring a minimum of four Board meetings on a quarterly basis. 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 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 Summit Highlands II Homeowners Association has caused the execution of this instrument this 31ST day of JULY, 2020.

SUMMIT HIGHLANDS II HOMEOWNERS ASSOCIATION

By: Leon J. Chase
LEON J. CHASE, President

DOC # 56566534
Page 5 of 6
8/14/2020 12:18 PM Recording Fee $ 70.00
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STATE OF OHIO)
) SS
COUNTY OF Summit)

BEFORE ME, a Notary Public, in and for said County, personally appeared the above named Summit Highlands II Homeowners Association, by its President, who acknowledged that he 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 him personally and as such officer.

I have set my hand and official seal this 31ST day of JULY, 2020.

Deborah M Hamm
NOTARY PUBLIC

Place notary stamp/seal here:

NOTARIAL SEAL
STATE OF OHIO

Deborah M. Hamm
Resident Summit County
Notary Public, State of Ohio
My Commission Expires: 12/06/2020

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

DOC # 56566534
Page 6 of 6
8/14/2020 12:18 PM Recording Fee: $ 70 00
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