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LAKE COUNTY OHIO
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NINTH AMENDMENT TO THE DECLARATION OF CONDOMINIUM
OWNERSHIP
OF
NAUTICAL RIDGE CONDOMINIUMS

THIS WILL CERTIFY THAT A COPY OF THIS AMENDMENT TO THE
DECLARATION OF CONDOMINIUM OWNERSHIP WAS FILED IN THE OFFICE OF
THE COUNTY RECORDER OF LAKE COUNTY, OHIO.

DATED: _____

BY: _____

**AMENDMENT TO THE DECLARATION OF CONDOMINIUM OWNERSHIP OF
NAUTICAL RIDGE CONDOMINIUMS**

WHEREAS, the Declaration of Condominium Ownership (“Declaration”) of Nautical Ridge Condominiums (“Nautical Ridge”) was originally recorded on April 20, 2006 with the Lake County Recorder, at Instrument No. 2006R015438; and

WHEREAS, the Nautical Ridge Condominium Owners’ Association, Inc. (“Association”) is a non-profit corporation consisting of all Members in the Association and as such is the representative of all Members; and

WHEREAS, Article XII, Section A of said Declaration authorizes amendments to the Declaration by the Membership with an affirmative vote of seventy-five percent (75%) of the voting power; and

WHEREAS, the vote of 86.2% of the voting power of the Association has voted in favor of Amendment #1 to be added to the Declaration; and

WHEREAS, the vote of 82.7% of the voting power of the Association has voted in favor of Amendment #2 to be added to the Declaration; and

WHEREAS, the unanimous consent of the voting power of the Board of Directors has voted in favor of Amendment #3 to be added to the Declaration; and

WHEREAS, attached hereto as Exhibit A is an Affidavit of the President of the Association that proper notice of the Amendment will be sent by mail or hand delivered to all Members of the Association; and

WHEREAS, the Association has in its records the consents to the Amendment signed by Members representing the respective voting power as set forth above, as certified by the Secretary in the attached Exhibit B; and; 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 following hereby amends the Declaration as follows:

AMENDMENT #1

Delete Article V, Section (C) entitled “Sewer Reserve” in the Declaration in its entirety, and replace it with the following:

(C) Sewer Reserve. Upon conveyance of record title to a Unit Owner from the Declarant, the Unit Owner shall make a payment of the equivalent of one month of maintenance fees as a contribution to the reserve for the maintenance and repair of the sanitary sewer line and related appurtenances as required by the Lake County Utilities Department (“Sewer Reserve”). The Association shall maintain all Reserve Payments in a segregated account to be used only for the maintenance and repair for the sanitary sewers and related appurtenances. Such payment to this fund shall not constitute advance payments of annual assessments. Declarant may not use any Reserve Payments to defray any of its expenses, reserve contributions, or construction costs or to make up any budget deficits.

From the date of the recording of this Amendment, upon conveyance of each Unit after the initial conveyance from the Declarant, except as provided for below, the Grantee (Buyer) of such Unit shall also pay to the Association a sewer reserve assessment of one month of maintenance fees, to be paid through escrow by the escrow agent closing the transaction. Said payment shall be solely a sewer reserve contribution, and shall be in addition to and not in lieu of all other assessments otherwise due and payable to the Association.

Said payment shall be deemed to be a special assessment and shall be due and payable upon the recording of the Deed for each Unit, except as provided for below and except for the initial transfer from Declarant. Failure to pay this sewer reserve assessment shall be deemed to be a failure to pay a special assessment, and may be collected by the Association with the same remedies and power as are applicable to the collection of any other unpaid assessment.

Notwithstanding this requirement, the following transfers shall be exempt from payment of the sewer reserve assessment after the initial transfer: (a) the Grantee is a parent or child of the Grantor, where no consideration is paid; (b) the Grantee receives the Unit pursuant to an affidavit of surviving spouse or affidavit of surviving beneficiary pursuant to transfer on death designation; (c) the Grantee is a trustee of a revocable trust for which the Grantor is a beneficiary; (d) the Grantee(s) received the Unit as an heir or beneficiary of a trust or estate; (e) from a Trustee to a Grantee who is a Successor Trustee of the same trust; and (f) conveyances between spouses or domestic partners where no consideration is paid.

Prior to any conveyance, with respect to which said sewer reserve assessment is not exempt as set forth above, the Unit Owner shall notify the Association of the intended conveyance at least two weeks prior to such conveyance.

Notwithstanding any contrary provision of the Declaration or these Bylaws, all sewer reserve assessments, paid after the date this Amendment is filed for record, shall be transferred to the Association's sewer reserve fund, and shall be used and expended solely for the repair and replacement of the sewer system for which the Association is financially responsible.

AMENDMENT #2

Delete Article V, Section (B) entitled "Reserve of the Association" in the Declaration in its entirety, and replace it with the following:

(B) Reserve of the Association. Upon conveyance of record title to an Owner from the Declarant, the Owner shall make a payment equal to two (2) installments of the monthly assessments for common Expenses for each Unit purchased as a contribution to the working capital and reserves of the Association ("Reserve Payment"). The Association shall maintain all Reserve Payments in segregated accounts to fund repairs and replacement of the Common Elements, other unforeseen expenditures, or to acquire additional equipment or services for the benefit of the Owners, without the necessity for a special assessment unless waived annually by a vote of the membership. Such payment to this fund shall not be considered advance payments of annual assessments. Declarant or the Association may not use any Reserve Payments to defray any of its expenses, reserve contributions, or construction costs or to make up any budget deficits.

From the date of the recording of this Amendment, upon conveyance of each Unit after the initial conveyance from the Declarant, except as provided for below, the Grantee (Buyer) of such Unit shall pay to the Association an initial reserve assessment of two months' worth of maintenance fees, to be paid through escrow by the escrow agent closing the transaction. Said payment shall be solely a capital reserve contribution, and shall be in addition to and not in lieu of all other assessments otherwise due and payable to the Association.

Said payment shall be deemed to be a special assessment and shall be due and payable upon the recording of the Deed for each Unit, except as provided for below and except for the initial transfer from Declarant. Failure to pay this capital reserve assessment shall be deemed to be a failure to pay a special assessment, and may be collected by the Association with the same remedies and power as are applicable to the collection of any other unpaid assessment.

Notwithstanding this requirement, the following transfers shall be exempt from payment of the capital reserve assessment after the initial transfer: (a) the Grantee is a parent or child of the Grantor, where no consideration is paid; (b) the Grantee receives the Unit pursuant to an affidavit of surviving spouse or affidavit of surviving beneficiary pursuant to transfer on death designation; (c) the Grantee is a trustee of a revocable trust for which the Grantor is a beneficiary; (d) the Grantee(s) received the Unit as an heir or beneficiary of a trust or estate; (e) from a Trustee to a Grantee who is a Successor Trustee of the same trust; and (f) conveyances between spouses or domestic partners where no consideration is paid.

Prior to any conveyance, with respect to which said capital reserve assessment is not exempt as set forth above, the Unit Owner shall notify the Association of the intended conveyance at least two weeks prior to such conveyance.

Notwithstanding any contrary provision of the Declaration or these Bylaws, all capital reserve assessments paid after the date this Amendment is filed for record, shall be transferred to the Association's capital reserve fund, and shall be used and expended solely for the repair and replacement of the capital items for which the Association is financially responsible.

AMENDMENT #3
Board Amendments Pursuant to R.C. 5311

Delete the Article XVIII, Section (I) entitled "Notices" in the Declaration in its entirety, and replace it with the following:

(I) Notices. All notices required or permitted hereunder, and under the Bylaws and the Act, to the Declarant, the Association, the Board of Directors and its delegates shall be in writing and shall be sent by registered or certified mail, return receipt requested, to the Board of Directors or its delegates at the address of the Condominium Property or to such other address as the Board may designate from time to time by notice in writing to all Unit Owners. All notices to the Declarant shall be sent by registered or certified mail, return receipt request, to: Ryan P. Sommers, Nautical Ridge Development, LLC, 10585 Somerset Drive, Chardon, Ohio 44024, with a copy of same to James V. Aveni, Ranallo & Aveni, LLC, 6685 Beta Drive, Cleveland, Ohio 44143, or to such other address as the Declarant or its counsel may designate from time to time by notice in writing to all Unit Owners. All notices to any Unit Owners shall be sent by registered mail or certified mail to such Unit Owner's address or to such other address as may be designated by him from time to time. Notices may also be sent by electronic mail if such Owner has consented to notices by electronic mail, in writing. Enforcement notices may be sent by electronic mail provided that the Association has an electronic mail address on record that was previously used by the Owner. If an electronic mail is returned undeliverable, such notice shall be sent by regular mail. All notices shall be deemed to have been give and therefore effective not later

than forty-eight (48) hours after the date that such notice is deposited in the U.S. Mail, except notices of change of address which shall be deemed to have been given when received and except as provided for herein. Any notice required or permitted to be given to any Occupant of a Unit other than a Unit Owner shall effectively be given if hand delivered to such Occupant or placed in his mailbox or placed under the door to such Occupant's Unit.

Delete Article I, Section 6(D) entitled "Notices of Meetings" in the Bylaws in its entirety, and replace it with the following:

(D) Notices. Not less than seven (7) nor more than sixty (60) days before the day fixed for a meeting of the members of the Association, written notice stating the time, place and purpose of such meeting shall be given by or at the direction of the Secretary of the Association or any other person or persons required or permitted by these Bylaws to give such notice. The notice shall be given by personal delivery or mail to each member of the Association who is an owner of a Unit of record as of the day next preceding the day on which notice is given. If mailed, the notice shall be addressed to the members of the Association at their respective addresses as they appear on the records of the Association. Notices may also be sent by electronic mail provided that the Owner has consented to the use of notices by electronic mail, in writing. Notice of the time, place and purposes of any meeting of members of the Association may be waived in writing, either before or after the holding of such meeting, by any members of the Association, which writing shall be filed with or entered upon the records of the meeting. The attendance of any member of the Association at any such meeting without protesting, prior to or at the commencement of the meeting, the lack of proper notice shall be deemed to be a waiver by him of notice of such meeting.

Add the following sentence to both the end of Article V, Section 2 entitled "Preparation of Estimated Budget", and the end of Article V, Section 8 entitled "Annual Statements", in the Bylaws, as follows:

The Association may alternatively send the required budgetary notices and itemized accountings set forth in this Section 2 by electronic mail provided that the Owner has consented to the use of notices by electronic mail, in writing.

Delete the Article II, Section 2 entitled "Qualification" in the Declaration in its entirety, and replace it with the following:

Section 1. Qualifications. The Owners shall elect Board Members among the Owners or the Spouses. If an Owner is not an individual, Owner may nominate for the Board of Directors any principal, member of a limited liability company, partner, director,

officer, or employee of that Owner. The majority of the Board of Directors shall not consist of 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 Owners or representatives from the same Unit. If a Board Member shall cease to meet such qualifications during his term, he shall thereupon cease to be a member of the Board shall be deemed vacant.

Add the following Powers to the end of Article II, Section 10 entitled “Powers and Duties”, of the Bylaws, as follows:

(I) 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 of Directors, or the Condominium Property, or that involves two or more Owners, impacts zoning, or otherwise relates to matters affecting the Condominium Property;

(J) Impose and collect fees or other charges for the use, rental, or operation of the common elements and for services provided to Owners;

Delete Article V, Section 6 entitled “Books and Records” in the Bylaws in its entirety, and replace it with the following:

The Association shall keep full and correct books of account and the same shall be open for inspection by any owner or representative of an owner duly authorized in writing, at such reasonable time or times during normal business hours as may be requested by the Owner. Upon ten (10) days’ notice to the Board of Directors and upon payment of a reasonable fee, any Unit Owner shall be furnished a statement of his account setting forth the amount of any unpaid assessments or other charges due and owing from such owner. Unless approved by the Board of Directors, an Owner may not examine or copy any books, records, or minutes that meet either of the following conditions:

(A) Date back more than five years prior to the date of the request; or

(B) Contain any of the following:

(i) Information that pertains to Condominium Property-related personnel matters;

(ii) Communications with legal counsel or attorney work product pertaining to pending litigation or other Condominium Property-related matters;

(iii) 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;

(iv) Information that relates to the enforcement of the Declaration, Bylaws, or rules of the Association against Owners;

(v) Information the disclosure of which is prohibited by state or federal law.

Add a new Section (I) to Article V “Insurance and Reconstruction, a new Section (I) entitled “Blanket Fidelity, Crime, or Dishonesty Insurance” in the Declaration, as follows:

(I) Blanket Fidelity, Crime, or Dishonesty Insurance. The Association shall maintain blanket fidelity, crime, or dishonesty insurance coverage for any person who controls or disburses association funds. Any 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 management company's principals and employees; the bookkeeper; the president, secretary, treasurer, any other board member, and employee of the Association. 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. 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. 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. 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. 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.

Add the following sentence to the end of Article V, Section F entitled “Lien of Association”, of the Declaration, as follows:

The Association has a continuing lien upon the estate or interest of the Owner in any unit and the appurtenant undivided interest in the common elements for the payment of any of the common expenses, interest, administrative late fees, enforcement assessments, collection costs, attorneys' fees, and paralegal fees chargeable against the unit that are chargeable

against the unit and that remain unpaid for ten days after any portion has become due and payable.

Any conflict between this document and any prior version of the Declaration or By-Laws shall be interpreted in favor of these documents. Upon the recording of these documents, only Owners of record at the time of such filing shall have standing to contest the validity of the documents, whether of procedural, substantive or any other grounds, provided further that any such challenge shall be brought within one year of the recording of the Amendment.

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IN WITNESS WHEREOF, the officers of Nautical Ridge Condominium Owners' Association, Inc. has caused the execution of this instrument this 3rd day of March 2023.

NAUTICAL RIDGE CONDOMINIUM OWNERS' ASSOCIATION, INC.

Signed and acknowledged in the presence of all:

By: Ellen Forbus
Ellen Forbus, President

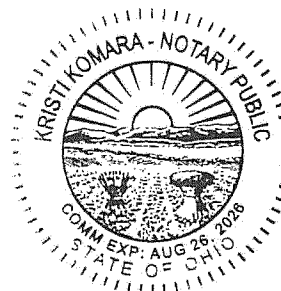
By: William Farroni
William Farroni, Secretary

STATE OF OHIO)
COUNTY OF Lake) SS.

The foregoing instrument was acknowledged before me this 3rd day of March 2023 by Ellen Forbus and William Farroni, personally known to me, in their capacity as President and Secretary of Nautical Ridge Condominium Owners' Association, Inc., an Ohio non-profit corporation, on behalf of said corporation.

IN WITNESS WHEREOF, I have hereunto set my hand and official seal at Mentor, Ohio, this 3rd day of March, 2023.

Krist Komara
Notary Public



AFFIDAVIT

STATE OF OHIO)
) ss.
COUNTY OF Lake)

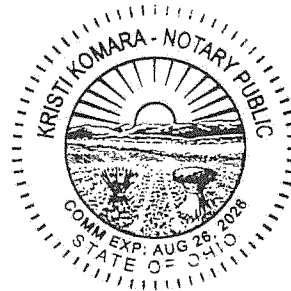
Ellen Forbus, being first duly sworn, states as follows:

1. She is the duly elected and acting President of Nautical Ridge Condominium Owners' Association, Inc.
2. As such President, she will cause copies of the Amendment to the Declaration to be mailed or hand-delivered to all Owners of record at the time of the filing of this Declaration.
3. Further affiant sayeth naught.


Ellen Forbus, President

BEFORE ME, a Notary Public in and for said County, the foregoing instrument was acknowledged before me this 3rd day of March 2023, by Ellen Forbus, personally known to me, in her capacity as President of Nautical Ridge Condominium Owners' Association, Inc., an Ohio non-profit corporation, on behalf of said corporation.


Notary Public



STATE OF OHIO)
) SS.
COUNTY OF Lake)

CERTIFICATION OF SECRETARY

The undersigned, being the duly elected and qualified Secretary of the Nautical Ridge Condominium Owners' Association, Inc. hereby certifies that there is on file in the records of the Association, the names of 86.2% of the voting power as to Amendment #1, and 82.7% of the voting power as to Amendment #2, of members who have consented to the Amendment to the Declaration of Condominium Ownership. In addition, the Board of Directors, by unanimous consent, have approved Amendment #3.

W. M. P.

William Farroni, Secretary

BEFORE ME, a Notary Public in and for said County, the foregoing instrument was acknowledged before me this 3rd day of March 2023 by William Farroni, personally known to me, in his capacity as Secretary of Nautical Ridge Condominium Owners' Association, Inc., an Ohio non-profit corporation, on behalf of said corporation.

Knel C

Notary Public

This instrument prepared by:
Lindsey A. Wrubel, Esq.
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Northfield, OH 44067
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law@eques.law

