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LAKE COUNTY OHIO

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BECKY LYNCH

LAKE COUNTY RECORDER

REC FEE: 78.00

PAGE: 7

SEVENTH 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 B of said Declaration authorizes special amendments to the Declaration by the Board of Directors ("Board") in order to comply with the requirements of institutional mortgagees, guarantors and insurers of first mortgage loans, the Federal National Mortgage Association, the Government National Mortgage Association, the Federal Home Loan Mortgage Corporation, the Department of Housing and Urban Development, the Federal Housing Association, the Veteran's Administration, or any other governmental agency or any other public, quasipublic, or private entity which performs (or may in the future perform) functions similar to those performed by such entities, or to induce any of such agencies or entities to make, purchase, sell, insure or guarantee first mortgages covering Condominium Ownership Interests; and

WHEREAS, the vote of one hundred percent (100%) of the voting power of Board of the Association has voted in favor of the new matter 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 Board Members representing 100% of the voting power, as certified by the Secretary in the attached Exhibit B; and; and

WHEREAS, pursuant to Article XII, Section (B) of the Declaration, the Association has in a power of attorney on behalf of each board member of the Association authorizing the officers of the Association to execute this Amendment on their behalf; 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:

Subsections (1), (2), and (3) of Article VII "INSURANCE AND RECONSTRUCTION", Section (G) "Damage or Destruction" of the Declaration are hereby deleted and replaced in their entirety with the following:

(1) In the event of any damage or destruction of any of the Insured Property, if the proceeds of any policy or policies insuring against such damage or destruction and payable by reason thereof shall be sufficient to pay the cost of repair or restoration or reconstruction, shall be undertaken by the Association and the insurance proceeds shall be applied in payment therefor; provided, however, that in the event, within ninety (90) days after such damage or destruction, that not less than seventy-five percent (75%) of the voting power of Unit Owners and not less than fifty-one percent (51%) of the first mortgagees, if they are entitled to do so pursuant to Article VII(G)(3) of this Declaration, shall elect not to repair, restore, or reconstruct, then such repair, restoration or reconstruction shall not be undertaken. Within ten (10) days after a casualty loss that either (1) affects a Unit subject to a mortgagee's secured interest, or (2) affects 100% of the Condominium Units pursuant to Article VII(G)(3) of this Declaration, the Association shall notify the first mortgagee subject to that interest in writing of such casualty.

(2) In the event the damage or destruction of the Insured Property shall be attributed to any cause or peril which is not insured against, or if insured against, the insurance proceeds shall not be sufficient to pay the cost of repair, restoration or reconstruction, then (unless not less than seventy-five percent (75%) of the voting power of the Unit Owners and not less than fifty-one percent (51%) of the first mortgagees shall, within ninety (90) days after such damage or destruction, if they are entitled to do so pursuant to Article VII(G)(3) of this Declaration, elect not to repair, restore or reconstruct such Insured Property) such deficiency shall be provided either by means of Common Assessments or by means of appropriation from the reserve maintenance fund, or such other fund as may be established for the purpose of providing for the restoration and replacement of the Common Elements or any combination of the foregoing methods, as the Board in its sole discretion may determine.

(3) In the event any damage or destruction renders one hundred percent (100%) or more of the Units uninhabitable, the Unit Owners may, by the vote of those entitled to exercise not less than seventy-five percent (75%) of the voting power, elect not to repair, restore or reconstruct the Insured Property at a meeting which shall be called within sixty (60) days after the occurrence of the casualty. Upon such election, the Association must also obtain written approval of not less than fifty-one percent (51%) of the first mortgagees of record to elect not to repair, restore or reconstruct the Insured Property. Upon such election by the Unit Owners of not less than seventy-five percent (75%) of the voting power and by not less than fifty-one

percent (51%) of first mortgagees of record, all of the Condominium Property shall be subject to an action for sale as upon partition at the suit of any Unit Owner. In the event of any such sale or a sale of the Condominium Property after such election, by agreement of all Unit Owners, the net proceeds of the sale together with the net proceeds of insurance, if any, of the Common Elements, and all other indemnity arising because of such damage or destruction, shall be considered as one fund and shall be distributed to all Unit Owners in proportion to their respective percentages of interest in the Common Elements. No Unit Owner, however, shall receive any portion of his share of such proceeds until all liens and encumbrances on his Unit have been paid, released or discharged. Upon such payment, the interest of the Unit Owner in the Condominium Property shall terminate, and the Unit Owner shall execute and deliver any and all documents or instruments as may be reasonably requested by the Association to evidence such termination. Moreover, in the event of any such sale of the Condominium Property, the members of the Board are hereby authorized to execute and deliver, on behalf of the Association and all of the Unit Owners, any instruments necessary or required to effect such sale or sales and each Unit Owner shall be obligated to execute and deliver such instruments and to perform such acts as may be necessary or required to effect such sale or sales.

Add a Paragraph at the beginning of Article XIV "CONDEMNATION" of the Declaration as follows:

Any action to terminate the legal status of the project after substantial destruction or condemnation occurs or for other reasons must be agreed to by first mortgagees that represent at least fifty-one percent (51%) of the votes of the Units that are subject to mortgages. Timely written notice will be provided to the mortgagee of any Unit affected by any condemnation or casualty loss that affects either a material portion of the project or the Unit securing its mortgage.

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IN WITNESS WHEREOF, the officers of Nautical Ridge Condominium Owners' Association, Inc. has caused the execution of this instrument this 23rd day of MAY 2020.

NAUTICAL RIDGE CONDOMINIUM OWNERS' ASSOCIATION, INC.

Signed and acknowledged in the presence of all:

By: Melvin Lawrence
Melvin Lawrence, President

By: Anne Flynt
Anne Flynt, Secretary

STATE OF OHIO

COUNTY OF LAKE

SS.

The foregoing instrument was acknowledged before me this 23rd day of MAY 2020 by Melvin Lawrence and Anne Flynt, 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 Fairport Harbor, Ohio, this 23rd day of MAY 2020.



MARC I. STRAUSS
Attorney At Law
NOTARY PUBLIC
STATE OF OHIO
My Commission
Has No Exp. Date
Section 147.03 O.R.C.

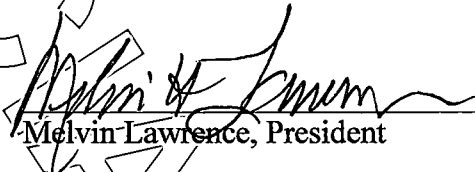
Notary Public

AFFIDAVIT

STATE OF OHIO)
) ss.
COUNTY OF LAKE)

Melvin Lawrence, being first duly sworn, states as follows:

1. He is the duly elected and acting President of Nautical Ridge Condominium Owners' Association, Inc.
2. As such President, he 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.


Melvin Lawrence, President

BEFORE ME, a Notary Public in and for said County, the foregoing instrument was acknowledged before me this 20th day of May 2020, by Melvin Lawrence, personally known to me, in his capacity as President of Nautical Ridge Condominium Owners' Association, Inc., an Ohio non-profit corporation, on behalf of said corporation.



MARC I. STRAUSS
Attorney At Law
NOTARY PUBLIC
STATE OF OHIO
My Commission
Has No Exp. Date
Section 147.03 O.R.C.

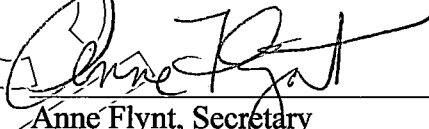
STATE OF OHIO)

COUNTY OF Lake)

) SS.

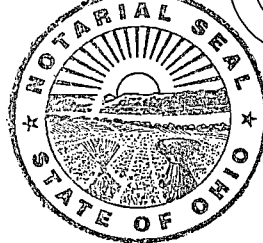
CERTIFICATION OF SECRETARY

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 100% of the voting power of the Board Members who have consented to the Special Amendment to the Declaration of Condominium Ownership.


Anne Flynt, Secretary

BEFORE ME, a Notary Public in and for said County, the foregoing instrument was acknowledged before me this 23rd day of May 2020 by Anne Flynt, personally known to me, in her capacity as Secretary of Nautical Ridge Condominium Owners' Association, Inc., an Ohio non-profit corporation, on behalf of said corporation.

Notary Public




MARC I. STRAUSS
Attorney At Law
NOTARY PUBLIC
STATE OF OHIO
My Commission
Has No Exp. Date
Section 147.03 O.R.C.

This instrument prepared by:
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